



**Crown  
Commercial  
Service**

**G-Cloud 10 Call-Off Contract**

**Financial Transaction Processing (Middle Office)**

**Liberata UK Ltd**

**Contract Dates 01 January 2019 to 31 December 2020**

**Call-off Contract Reference (Bravo)**

**This Call-Off Contract for the G-Cloud 10 Framework Agreement (RM1557.10) includes:**

Part A - Order Form

Schedule 1 - Services

Schedule 2 - Call-Off Contract charges

Part B - Terms and Conditions

Schedule 3 - Collaboration Agreement

Schedule 4 - Alternative Causes

Schedule 5 - Guarantee

Schedule 6 - Glossary and interpretations

Schedule 7 - Processing, Personal Data and Data Subjects

## Part A - Order Form

<b>Call-Off Contract reference:</b>	(Bravo) con_16151
<b>Call-Off Contract title:</b>	Financial Transaction Processing
<b>Call-Off Contract description:</b>	HMCTS require a service as detailed in Schedule 1 of this Call-Off Contract. The service is largely related to data handling and processing and MI requirements to support HMCTS banking and fee-paying services.
<b>Start date:</b>	01 January 2019
<b>Expiry date:</b>	31 December 2020
<b>Charging method:</b>	Purchase Order

This Order Form is issued under the G-Cloud 10 Framework Agreement (RM1557.10).

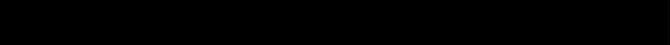
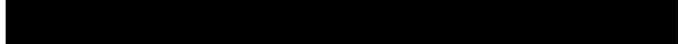
Buyers can use this order form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

<b>From: The Buyer</b>	HM Courts and Tribunals Service 102 Petty France London SW1 H 9AJ
<b>To: The Supplier</b>	Liberata UK Ltd 5 <sup>th</sup> Floor Knollys House 17 Addiscombe Road Croydon CR0 6SR  Company number: 01238274
<b>Together: the 'Parties'</b>	

### Principle contact details

<b>For the Buyer:</b>	Title: Head of Trust Accounting Name:  Email :  Phone: 
<b>For the Supplier:</b>	Title: Head of Cardiff Operations and Development Name:  Email:  Phone: 

### Call-Off Contract term

<b>Start date:</b>	This Call-Off Contract Starts on 1 January 2019 and is valid for 24 months.
<b>Ending (termination):</b>	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.
<b>Extension period:</b>	This Call-Off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 3 months written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8. The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each. Under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS) if the: Buyer is a central government department contract Term is intended to exceed 24 months.

### Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

<b>G-Cloud Lot:</b>	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software
<b>G-Cloud services required:</b>	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:

	Cloud software in the category Other accounting and finance services, where the supplier is not a reseller, where user support is available by phone, where users can access the service through a web browser interface, where usage metrics are provided through real-time dashboards and regular reports, where the service is connected to the Public Services Network (PSN), where data protection between buyer and supplier networks includes a private network or public sector network, where data storage and processing locations include the United Kingdom and where suppliers are prepared to make sure their staff have Security Clearance (SC) Tender Form and Response reproduced in full at Schedule 1 Annex 3 of this Call-off Contract.
<b>Additional services:</b>	Not Applicable
<b>Location:</b>	The services shall be performed on the supplier's premises; Unit B, Fountain Court, St Mellons Business Park, Cardiff, CF3 0FB
<b>Quality standards:</b>	The quality standards required for this Call-Off Contract are; ISO-22301 - Business Continuity Management Systems; ISO-27001 – Information Security Management System; ISO-9001 - Quality Management Systems; and OHSAS 18001 - Health and Safety Management.
<b>Technical standards:</b>	Not Applicable
<b>Service level agreement:</b>	The service level and availability criteria required for this Call-Off Contract are as described in the HMCTS: Financial Transaction Processing (Middle Office) Commercial and Service Requirements Specification at Schedule 1 – Services of this Call-off Contract.
<b>Onboarding:</b>	The onboarding (mobilisation) plan for this Call-Off Contract is included in the Tender Form and Response at Schedule 1 Annex 3 of this Call-off Contract
<b>Offboarding:</b>	The offboarding plan for this Call-Off Contract;  Exit Strategy Doc redacted.pdf An Exit Strategy plan has been requested within 6 months of contract start date and shall be incorporated in to this contract.
<b>Collaboration agreement:</b>	This Call-Off Contract is conditional on the Supplier providing a Collaboration Agreement to the Buyer before the Start Date. Not Applicable
<b>Limit on Parties' liability:</b>	The annual total liability of either Party for all Property defaults will not exceed £1,000,000. The annual total liability for Buyer Data defaults will not exceed £1,000,000 or 125% of the Charges payable by the Buyer to the

	<p>Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<b>Insurance:</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-off Contract</li> <li>• professional indemnity cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher the Buyer requires (and as required by Law)</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.</li> </ul>
<b>Force majeure:</b>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 60 consecutive days.</p>
<b>Audit:</b>	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p><b>What will happen during the Call-Off Contract term</b></p> <p>7.3 The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the:</p> <ul style="list-style-type: none"> <li>• operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers</li> <li>• Services provided under any Call-Off Contracts (including any Subcontracts)</li> <li>• amounts paid by each Buyer under the Call-Off Contracts</li> </ul> <p><b>What will happen when the Call-Off Contract ends</b></p> <p>7.4 The Supplier will provide a completed self-audit certificate (Schedule 2) to CCS within 3 months of the expiry or Ending of this Framework Agreement.</p> <p>7.5 The Supplier's records and accounts will be kept until the latest of the following dates:</p>

	<ul style="list-style-type: none"> <li>• 7 years after the date of Ending or expiry of this Framework Agreement</li> <li>• 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or End</li> <li>• another date agreed between the Parties</li> </ul> <p>7.6 During the timeframes highlighted in clause 7.5, the Supplier will maintain:</p> <ul style="list-style-type: none"> <li>• commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations</li> <li>• books of accounts for this Framework and all Call-Off Contracts</li> <li>• MI reports</li> <li>• access to its published accounts and trading entity information</li> <li>• proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Framework Agreement</li> <li>• records of its delivery performance under each Call-Off Contract, including that of its Subcontractors</li> </ul> <p><b>What will happen during an audit or inspection</b></p> <p>7.7 CCS will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of CCS's control.</p> <p>7.8 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:</p> <ul style="list-style-type: none"> <li>• provide audit information without delay</li> <li>• provide all audit information within scope and give auditors access to Supplier Staff</li> </ul> <p>7.9 The Supplier will allow the representatives of CCS, Buyers receiving Services, the Comptroller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of any of the above, access to the records, documents, and account</p>
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	<p>information referred to in clause 7.6 (including at the Supplier's premises) as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to verify and review:</p> <ul style="list-style-type: none"> <li>• the accuracy of Charges (and proposed or actual variations to them under this Framework Agreement)</li> <li>• any books of accounts kept by the Supplier in connection with the provision of the GCloud Services for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contract only</li> <li>• the integrity, Confidentiality and security of the CCS Personal Data and the Buyer Data held or used by the Supplier</li> <li>• any other aspect of the delivery of the Services including to review compliance with any legislation</li> <li>• the accuracy and completeness of any MI delivered or required by the Framework Agreement</li> <li>• any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records</li> <li>• the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date</li> </ul> <p><b>Costs of conducting audits or inspections</b></p> <p>7.10 The Supplier will reimburse MoJ its reasonable Audit costs if it reveals:</p> <ul style="list-style-type: none"> <li>• an underpayment by the Supplier to MoJ in excess of 5% of the total Management Charge due in any monthly reporting and accounting period</li> <li>• a Material Breach</li> </ul> <p>7.11 MoJ can end this Call-Off Contract under Part B para 18.5 for Material Breach if either event in clause 7.10 applies.</p>
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	7.12 Each Party is responsible for covering all their own other costs incurred from their compliance with these audit obligations.
<b>Buyer's responsibilities:</b>	The Buyer is responsible for granting access/availability of office space to host meetings as and when.
<b>Buyer's equipment:</b>	The Buyer's equipment to be used with this Call-Off Contract includes the Cardiff Liberata UK Ltd team accessing [REDACTED] via an MoJ Desktop.  [REDACTED]

### Supplier's information

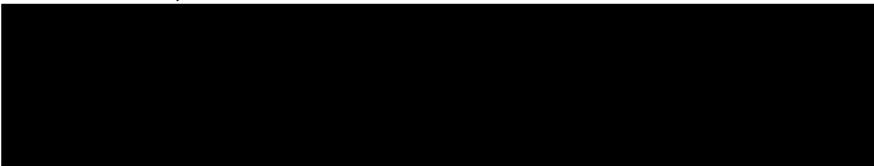
<b>Subcontractors or partners:</b>	The following is a list of the Supplier's Subcontractors or Partners  [REDACTED]
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### Call Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below.

<b>Payment method:</b>	The payment method for this Call-Off Contract is via Purchase Order.
<b>Payment profile:</b>	The payment profile for this Call-Off Contract is monthly in arrears.
<b>Invoice details:</b>	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within [30] days of receipt of a valid invoice.
<b>Who and where to send invoices to:</b>	Invoices will be sent to; SSCL, Phoenix House Celtic Springs Business Park, Newport NP10 8FZ
<b>Invoice information required</b>	All invoices must include Purchase Order reference.
<b>Invoice frequency:</b>	Invoice will be sent to the Buyer monthly.
<b>Call-Off Contract charges:</b>	The breakdown of the Charges is detailed in Schedule 2 of this Call-off Contract.

### Additional buyer terms

<b>Performance of the service and deliverables:</b>	This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones as described in Schedule 1, Annex 1 of this Call-off Contract.
<b>Guarantee:</b>	This Call-Off Contract is conditional on the Supplier providing a Guarantee to the Buyer. See Schedule 5 of this Call-off Contract.
<b>Warranties, representations:</b>	In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that it will enter in to a parent company guarantee in the form set out in Schedule 5 hereunder.
<b>Supplemental requirements in addition to the Call-Off terms:</b>	Not Applicable
<b>Alternative clauses:</b>	Not Applicable
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms:</b>	Not Applicable
<b>Public Services Network (PSN):</b>	<p>The Public Services Network (PSN) is the Government's secure network.</p> <p>If the G-Cloud Services are to be delivered over PSN this should be detailed here;</p>  <p>Liberata UK Ltd network is PSN accredited.</p>
<b>Personal Data and Data Subjects:</b>	Will Schedule 7 – Processing, Personal Data and Data Subjects be used - No

## 1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

## 2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.10.
- (B) The Buyer provided an Order Form for Services to the Supplier.

<b>Signed:</b>	Supplier	Buyer
<b>Name:</b>	[REDACTED]	[REDACTED]
<b>Title:</b>	Chief Executive Liberata UK Ltd	Chief Commercial Officer Ministry of Justice
<b>Signature:</b>	X _____	X _____
<b>Date:</b>	20/12/18	14/12/18

**Schedule 1 - Services**

**Annex 1 - HMCTS: Financial Transaction Processing (Middle Office) Commercial and Service Requirements Specification**



**Ministry of  
JUSTICE**



**HM Courts  
& Tribunals  
Service**

**Invitation to Tender**

**for**

**HMCTS: Financial Transaction Processing  
(Middle Office)**

**Commercial and Service Requirements  
Specification**

<b>Version:</b>	V16.0
<b>Produced by:</b>	[REDACTED]
<b>Date Authorised:</b>	20 September 2018
<b>Authorisers:</b>	[REDACTED]

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## Introduction

### What we do:

HM Courts & Tribunals Service (HMCTS) was created in 2011 as an executive agency of the Ministry of Justice (MoJ). The Agency operates as a partnership between the Lord Chancellor, the Lord Chief Justice and the Senior President of Tribunals as set out in our Framework Document.

The MoJ is one of the largest government departments bringing together areas responsible for the administration of the courts, tribunals, legal aid, sentencing policy, prisons, the management of offenders and matters concerning laws and rights.

HMCTS is responsible for the administration of criminal, civil and family courts and tribunals in England and Wales. We are also responsible for non-devolved tribunals in Scotland and Northern Ireland.

We support a fair, efficient and effective justice system delivered by an independent judiciary. A full list of courts and tribunals is available at:

<https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about>

Our 2017-18 Agency Annual Report and Accounts and Trust Statement are available at: Agency:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/723066/HMCTS\\_Annual\\_Report\\_Accounts\\_2017-2018\\_web.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/723066/HMCTS_Annual_Report_Accounts_2017-2018_web.pdf)

Trust:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/727387/HMCTS\\_Trust\\_Statement\\_2017-18\\_v16\\_web.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727387/HMCTS_Trust_Statement_2017-18_v16_web.pdf)

### Who we are:

We employ approximately 16,000 staff currently, and operate from locations in England, Wales, Scotland and Northern Ireland.

Through the courts and tribunals, we give people and businesses access to justice, including:

- victims and witnesses of crime
- defendants accused of crimes
- consumers in debt or with other disputes
- people involved in the adoption or protection of children
- businesses involved in commercial disputes
- individuals asserting their employment rights or challenging the decisions of government bodies
- people affected by relationship breakdown
- We follow the MoJ strategic vision for reform, to create a more effective, less costly and more responsive justice system for the public.

We're responsible for:

- providing the supporting administration for a fair, efficient and accessible courts and tribunal system, HMCTS covers business areas including civil and family courts, tribunal services, criminal courts including Crown and Magistrates courts and the enforcement of penalties
- supporting an independent judiciary in the administration of justice
- driving improvements across all aspects of the administration of the courts and tribunals
- collaborating effectively with other justice organisations and agencies, including the legal professions, to improve access to justice

- working with government departments and agencies to improve the quality and timeliness of their decision-making, which will reduce the number of cases coming before courts and tribunals.

## **What we collect**

### *Revenue due to the Consolidated Fund*

HMCTS acts as a collection agent for revenues due to the Consolidated Fund<sup>1</sup>. We are responsible for collecting financial penalties imposed by the judiciary and the police. These impositions comprise court fines, prosecutors' costs, and compensation to victims, fixed penalty notices, confiscation orders and victim surcharge.

### *Court fines, prosecutors' costs and compensation orders*

These items are imposed by both magistrates' and Crown Courts but are enforced by magistrates' courts. Fines monies collected by HMCTS are surrendered to the Consolidated Fund after any retentions permitted by HM Treasury. Prosecutors' costs and compensation order monies are passed by HMCTS to either crown or private prosecutors and the victims of the crimes committed respectively.

### *Fixed penalty notices*

Penalty notices are imposed by the police and include both fixed penalty notices (FPNs) for traffic rule violations and anti-social behaviour orders (ASBOs). Notices that remain unpaid after 28 days are converted into fines and enforced as described above. Receipts from penalty notices and the associated fines are surrendered to the Consolidated Fund after deduction of retentions permitted by HM Treasury.

### *Confiscation Orders*

Confiscation orders are imposed by the Crown Court under the Proceeds of Crime Act 2002. 39% of confiscation orders by value are enforced by agencies other than HMCTS. These agencies include the Crown Prosecution Service (CPS) and the Serious Fraud Office (SFO). The composition of confiscation orders is characterised by a small volume of high value orders and a larger volume of low value orders. Confiscation order receipts are surrendered to the Home Office, with a percentage subsequently returned to the Ministry of Justice under the asset recovery incentive scheme.

### *Victim surcharge*

An additional surcharge is added to fines that are imposed and are enforced as described above. The receipts from the collection of the victim surcharge by HMCTS are passed to the justice reform directorate of the MoJ to fund victims' services.

Receipts from confiscation orders, prosecution costs and compensation orders are remitted to appropriate third parties, including government departments and the victims of crime.

### *Collection of Fee Income*

Only the Civil and Tribunal businesses have systems for charging fees. The policy and financial objective for civil business is to recover the full costs of the processes involved less the cost of funding fee remissions. The Government is also considering the case for charging enhanced fees, which exceed the cost of proceedings, in certain circumstances, to reduce further the cost to the taxpayer of operating the courts system. The system of fee remissions exists to ensure that individuals are not denied access to the courts if they genuinely cannot afford the fee.

Civil business contains two business streams: family (including non-contentious probate and

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<sup>1</sup> The Consolidated Fund is the central account administered by HM Treasury which receives government revenues and makes issues to fund expenditure by Government Departments.

court of protection) and civil (including civil business in county courts, higher courts and magistrates' courts): whilst tribunal business contains two business streams for which fees are applicable: immigration and asylum and other fee charging tribunals (including lands, residential property, and gambling and gender recognition).

## 1 The requirements of The Middle Office Contract

HMCTS require a supplier to work with them to provide the services as detailed in this specification. These are largely related to data handling and processing and MI requirements to support our banking and fee-paying services.

Services under the current middle office contract process and account for approximately £82m of fine and fee income per month which represents approximately 87% of HMCTS annual income. The current contract expires on 31<sup>st</sup> December 2018.

As HMCTS migrates to delivery of new transformed services, as detailed in this document, the services provided under the contract specification will be amended, changed or removed to accommodate those new requirements. Each service specification includes indicative timelines for the provision of the current service and anticipated changes to the service both during and post transformation. These timelines and changes are indicative and are likely to be amended as the detailed transformation programme is developed. The supplier will be required to work with HMCTS to develop and test some of the proposed changes.

During the contract period, it is anticipated that there will be a period of dual running on some services as we transform our offering to court users. During this time the supplier will be required to work with HMCTS to ensure a smooth transition during the migration to the new reformed services, and will be required to work with HMCTS to ensure that there is no reduction in service during the period.

In addition, within the current provision there is considerable opportunity to improve the efficiency of the services offered. Many of the processes not encompassed by the transformation have been in place for several years and are largely based on excel spreadsheets which are very resource intensive. A key requirement of this contract will be for the supplier to work with HMCTS to proactively improve the efficiency of those services, and to engage constructively with business owners and with the HMCTS transformation programme.

In responding to this service specification, the supplier shall evidence how they will comply with each of the requirements as detailed in sections 3 through 15.

## 2 Transforming our justice system

HMCTS has embarked on a journey to transform the way that justice is administered. Our core priority is:

- Support Justice
- Drive modernisation, and
- Simplify services

To fulfil this aim HMCTS' systems need radical change, we need modern IT and processes and to be in buildings which are fit for purpose. The vision is to modernise and upgrade our justice system so that it works even better for everyone, from judges and legal professionals, to witnesses, litigants and the vulnerable victims of crime. When they must engage with the system, we want everyone to have available to them the finest justice system in the world.

The Government is committed to investing more than £700 million to modernise courts and

tribunals, and over £270 million more in the criminal justice system. This work has already started. In the criminal courts, digital case files have already removed the need for mountains of paperwork. The Rolls Building with its new online system which enables cases to be started and managed electronically has underlined London's international reputation as the leading centre for business dispute resolution. But modernisation will go much further, extending and enhancing this approach across all courts and tribunals will build on our extraordinary heritage, but provide a system that is straightforward to use for every citizen. The transformation programme, which will run until 2022, will ensure that the way in which justice is delivered is proportionate. In day to day, straightforward cases, the procedure will be made simpler and easy to use. For the justice system to work for everyone we must ensure that everyday language is used. The structure of our courts and tribunals, which has evolved over centuries, will be streamlined making the process easier to navigate for everyone. In more complex business and commercial disputes, the courts will offer a choice of approaches, enabling the judge and the litigants to decide on the most appropriate procedure for the resolution of the dispute.

It is time for innovation in the HMCTS system. The resolution of cases has historically revolved around advocacy before a judge in a physical courtroom. The programme will allow HMCTS to embrace new methods and approaches, and avoid and contain disputes as well as solving them. Learning lessons from existing practices, we will consider the introduction of problem-solving courts, whose decisions are aimed at avoiding reoffending as much as punishment, which will be a significant step forward in addressing offenders' behaviour and preventing future victims. In civil, family and tribunal cases, we will introduce new, often less combative, methods for disputes to be resolved. We will also use specially trained case officers to handle basic case management and case progression, to allow our judiciary to focus their time and expertise where it is really needed. The revolution in technology is a key strand in the transformation programme. Over the transformation period we will provide online access by developing a single online system for starting and managing cases across the criminal, civil, family and tribunal jurisdictions. This will help people understand their rights and what options are open to them. Less visible to the public will be the widespread introduction of robust document and case management systems, to replace the highly inefficient paper filing systems of today – measures that will improve efficiency throughout.

By the end of the transformation programme it is envisaged that some cases will be handled entirely online. In the criminal courts, we are already seeing judges and magistrates working online rather than in the courtrooms, deciding suitable cases or parts of cases based on papers submitted to them electronically. This is allowing the defence, prosecution and courts to work flexibly and conduct proceedings more efficiently. In future, we intend to extend these benefits further by introducing a structured process of online pleading, and by holding "virtual hearings" enabling lawyers, parties and witnesses to participate in traditional hearings by telephone and video conferencing. This will extend throughout the system, not just the criminal jurisdiction, making courts more convenient for all.

Over time, the work of the courts and tribunals will use online, virtual and traditional hearings as best meets the circumstances of the case. As new technologies are embedded, we anticipate that more and more cases or parts of cases will be carried out virtually or online. In certain circumstances, of course, justice will require that parties, their advisers and judges conduct hearings in physical courtrooms. As the courts and tribunals are modernised we will need fewer buildings, used more efficiently with courtrooms which are more adaptable. In many cases, attending hearings in person will only be needed where there is no other alternative. To allow HMCTS to reform the current estate a number of the underutilised buildings will be closed over the next four years to fund investment in fewer, more modern buildings that can better serve people's needs.

The reform programme assumes a wholesale shift to accessing justice digitally, improving our technology and putting more services and processes online will make justice more accessible and simpler than ever before. But we recognise that for some people this will present a challenge. We will provide support for those who cannot access services digitally, or who need help to do so. In designing services, we will always tailor systems to support the needs of those who will use them.

### **3 Future Requirements and Alignment with end state goals and principles**

In the lead time to the migration to the transformed services HMCTS is willing to consider proposals from the supplier to improve the current processes and practices which will be unaffected by the transformation programme. Where HMCTS has identified areas for improvement/ innovation these have been identified in the relevant service specifications. All options and proposals for processing the data will be considered by HMCTS, but the following requirements need to be considered by the supplier:

Any proposed system:

- should reduce the amount of manual intervention by HMCTS
- should be maintained at transaction level, and not aggregated
- should support reporting free from complexity
- should be built such that accounting entries are completed without the user requiring detailed accounting knowledge
- should have in-built control and validation checks with the aim of keeping input and transcription errors to a minimum
- should prevent users from customising or amending templates and minimise free text where a standard input is required
- should maintain a full audit trail of all transactional data and information, which will remain under the ownership of HMCTS.

### **4 Management Information (MI)**

The supplier shall be required to provide all MI collected by them to support all the detailed processes specified in this document and to work with HMCTS to improve the level and complexity of MI that is currently produced from the systems to enable data analysis at transactional level.

As part of the transformation programme HMCTS will be developing a data warehouse in which transaction level data will be used to produce MI as required, the supplier may be required over the duration of this contract to begin to transmit transactional data to this warehouse. It is anticipated that for a period the supplier will be required to produce the MI and upload data to the warehouse, whilst the reporting functionality of the warehouse is being developed and tested. All options and proposals for the supply of the MI will be considered by HMCTS, however the supplier shall be required to:

- Propose a schedule of improvements to MI that can be made in the short, medium and long term, taking into consideration the development of the data warehouse.
- Provide detailed timelines for the implementation for each of proposal
- Provide details of the system changes required for each proposal
- Provide details of how the MI would be accessed, and providing a solution to deliver self-reporting where possible.

When considering MI solutions, we expect the supplier to focus on developing data that would enable officials to:

- Undertake varying levels of data and trend analysis
- Can enable access real time data

- Forecast income accurately at various levels of segmentation
- Utilise data to draw strategic insights to make effective decisions.

HMCTS requirements are not limited to this list and the supplier shall be required to provide any information that they hold which is required in response to Freedom of Information requests and Parliamentary questions within 24 hours.

## 5 Service Level Agreements (SLA) and Key Performance Indicators (KPI)

The supplier's performance will be measured against a number of SLA and KPI's, these will include a mix of generic measures across the whole contract and specific measures for defined services.

The specification details the areas of each service that will form part of the KPI and SLA, where the term "agreed timescales" is used this will be determined in agreement with the supplier and these timescales will then form the basis of the KPI and SLA measurement. The application of service credits to the contract will be applicable where the supplier is responsible for the failure to meet the required service levels.

The SLAs and KPIs are likely to concentrate on;

- **Performance:** including completeness of work measured by percentage of specific work completed
- **System reliability:** including robustness of systems and system performance measured by number of incidents
- **User Satisfaction:** measured by customer surveys
- **Resolution:** measured by time taken to resolve known issues

## 6 Data Quality and control

There should be a focus on strong data integrity and quality. Solutions should provide enhanced preventative control measures which limit user input and transcription errors. Any solution would also need to consider a secure design which prevents users from customising templates, minimise free text where standard input is required, and ensure there is an audit trail of any changes made to the system.

## 7 Other relevant contractual arrangements

The supplier will be required to comply with all the terms and conditions of the Framework Agreement applicable to GCloud10.

In October 2014 MoJ awarded a contract for the delivery of shared services to Shared Services Connected Limited (SSCL), a joint venture between Steria and Cabinet Office. SSCL deliver financial and procurement services for the MoJ (including HMCTS). The Single Operating Platform (SOP), a set of integrated computer programmes that share a common underlying database structure. The SOP solution is largely based on the latest version of Oracle's E-Business Suite (EBS)

The supplier shall be required to produce data which shall interface with all SSCL systems which are in place for the duration of the contract. The MoJ contract awarded to SSCL will expire in 2020, co-terminus with the initial term of the requirement of this contract. If, for whatever reason the shared services contractor changes then the supplier shall be required to

work with the shared services supplier to provide a new interface as necessary.

As part of the development of the transformation programme it is anticipated that HMCTS may enter into several contracts which will impact on the services offered in this contract specification, such as the data warehouse. The supplier will be required to adapt the services offered and to work with the other contractors to ensure that there is no impact on the service delivery because of these changes.

## **8 System and data security, data protection and data retention**

The supplier shall ensure compliance with the following:

- HM Government Information standards
- The Communications and Electronics Security Group (CESG), as the national technical authority for information assurance good practice guidelines and any other CESG implementation guides
- The security aspects letter
- All HMCTS standards, policies and guidance relating to information assurance as provided to the supplier
- International Organisation of Standardisation (ISO) and International Electrotechnical Commission (IEC) standards 27001 and 27002
- All Security requirements as identified by HMCTS
- All policies approved by HMCTS
- Compliance with Payment Card Industry Data Security Standards (PCI-DSS)
- General data protection regulation (GDPR).
- Data protection as determined by the Authority's requirements
- Maintain records evidencing compliance with GDPR and data protection requirements

The supplier shall evidence suitable controls to ensure that only devices authorised by the supplier can connect to the network. The supplier shall ensure and evidence that role based access controls have been applied to ensure that users may only access service components and facilities for which they have a legitimate business purpose in relation to their system role. Controls shall ensure appropriate segregation of duties within the roles.

The supplier shall maintain and evidence operating procedures in relation to:

- Document storage including off-site and third-party arrangements
- Document access
- Scanning
- Indexing
- Retrieval
- System administration
- Backup

- Archiving

The supplier shall provide a security solution which ensures that systems are protected always from computer viruses, malware and malicious code. Such solution should:

- Include the provision of antivirus, malware and content scanning of all network traffic passing through a gateway connection (i.e. a connection from a network provided by the supplier to another network)
- Ensure that all servers and end-point devices have appropriate antivirus and malware detection software installed
- Identify, log and isolate malicious software, (e.g. viruses, macros, dangerous file types, mobile code and spyware); and
- Will be available and kept up-to-date throughout the Term.

The supplier should evidence back up processes and mechanisms for all data used in the provision of services. Such mechanisms shall include operating systems, applications and configurations, application related data, files and documents, logs and audit trails. The supplier shall conduct an annual test to evidence the effectiveness of the procedures.

Staff shall be security cleared to the government's baseline personnel security standard. Any additional security requirements are as described in the detailed specifications.

The supplier shall maintain mechanisms to enable this clearance to take place and to monitor compliance. The checks should include, but are not limited to:

- Identity check;
- Right to work, nationality status;
- Integrity check and employment history / references;
- Unspent conviction check undertaken through Disclosure Scotland procedure.

Data is required to be securely retained according to HMCTS policies. In summary, data shall be retained for seven years and securely destroyed at the end of that period. Any standing information (banking information, direct debits etc.) should be retained until three years after the service it relates to ends.

The Supplier shall make the necessary arrangements for the destruction of the material following HMG published standards for handling information at OFFICIAL classification.

Specific arrangements for the disposal of material marked OFFICIAL-Sensitive and above shall be in accordance with Certified Cyber Security Consultancy CESC Information Assurance Standard 5 which is mandatory and can be made available to the Supplier through the Authority or through CESC approved advisors:

[https://www.cesg.gov.uk/servicecatalogue/service\\_assurance/consultancy/Pages/consultancy.aspx](https://www.cesg.gov.uk/servicecatalogue/service_assurance/consultancy/Pages/consultancy.aspx)

<https://www.cesg.gov.uk/News/Pages/CESG-launches-Certified-Cyber-Security-Consultancy.aspx>

CESG services can be accessed through their public web site:

<https://www.cesg.gov.uk/Pages/homepage.aspx>

Computer hard disk drives should be securely erased before disposal or recycling if it has held any personal or protectively marked data.

There are several approved methods of physical destruction each with appropriate standards commensurate with the protective marking of the item to be destroyed.

Centre for the Protection of the National Infrastructure (CPNI) maintains the Catalogue of Security Equipment (CSE), which is a listing of the physical destruction standards and equipment that has been approved against those standards. The CPNI trademark is now issued to manufacturers for the identification of products that have been successfully evaluated against CPNI standards:

<http://www.cpni.gov.uk/advice/Physical-security/secure-destruction-of-sensitive-items/>

When disposing of sensitive equipment / items, the Supplier shall comply with the CPNI Standard for Secure Destruction of Sensitive Items:

<http://www.cpni.gov.uk/Documents/Publications/2013/2013062-secure-destruction-sensitive-information.pdf>

A certificate of destruction should be requested by the Supplier from the company undertaking the destruction and should be retained upon completion.

## 9 Data Transfer

The supplier shall be required to work with the incumbent to migrate existing information and records according to data retention requirements. The supplier shall be required to provide a data migration plan and evidence of a successful and accurate data migration and integration from the incumbent to the supplier's service.

All data transferred as part of the contract shall utilise the MoJ [REDACTED] network and the Government Secure Intranet services

## 10 Information Assurance

The Supplier shall ensure that its personnel are aware of, and comply with the Government's protective marking system which identifies the sensitivity of data. The definitions may change from time to time and the Authority will notify the Supplier when this occurs. The Supplier shall ensure that personnel are kept up to date.

The Supplier shall abide by, and ensure that its personnel abide by, the provisions of the Official Secrets Acts 1911 to 1989; and Section 182 of the Finance Act 1989.

HMCTS follows Her Majesty's Governments (HMG) policy relating to Security Classifications which includes the definitions of the protective markings and the Supplier shall be required to follow this policy. Its principles are:

- *Principle One:* All information that HMG needs to collect, store, process, generates or share to deliver services and conduct government business has intrinsic value and requires an appropriate degree of protection.
- *Principle Two:* Everyone who works with government (including personnel, contractors and service providers) has a duty of confidentiality and a responsibility to safeguard any HMG information or data that they access, irrespective of whether it is marked or not, and shall be provided with appropriate training.
- *Principle Three:* Access to sensitive information shall only be granted on the basis of a genuine 'need to know; and an appropriate personnel security control.

- *Principle Four:* Assets received from or exchanged with external partners shall be protected in accordance with any relevant legislative or regulatory requirements, including any international agreements or obligations.

### **Government Security Classifications**

The Supplier shall abide by the following Government Security Classifications.

There are 3 security classifications (OFFICIAL, SECRET and TOP SECRET) indicate the increasing sensitivity of information AND the baseline personnel, physical and information security controls necessary to defend against a broad profile of applicable threats. Additionally, there is a classification that refers to a limited amount of information which will be particularly sensitive but will still come within OFFICIAL marking even if its loss or compromise could have severely damaging consequences. This more sensitive information will be identified by adding 'SENSITIVE' and must therefore be marked 'OFFICIAL-SENSITIVE.

Each classification provides for a baseline set of personnel, physical and information security controls that offer an appropriate level of protection against a typical threat profile. As a minimum, all HMG information must be handled with care to comply with legal and regulatory obligations and reduce the risk of loss or inappropriate access. There is no requirement to mark routine OFFICIAL information.

The Supplier shall ensure that all such information is handled in accordance with the security procedures set by the Authority. The Authority will provide full details to the Supplier, on award of the contract, as to how information classified OFFICIAL-SENSITIVE should be handled.

The Supplier shall maintain a log/inventory of the materials stored on behalf of the Authority. The Supplier is required to provide, on demand, a complete list of all the material held in its possession.

All material is to remain the property of the Authority and shall be returned to the Authority or its representatives on request.

The Supplier's archive processes shall enable all materials to be identified at any point in time i.e. upon request the Supplier shall be able to inform the Authority where it is located.

The supplier shall provide details of its data security protocols when transmitting, receiving or storing files, and will be required to evidence compliance and/or breaches in its own data security

### **11 IT Access Requirements**

Suppliers are required to use the MOJ (currently [REDACTED] network and comply with the security policy. Access to systems will be provided, when necessary to deliver the contract requirements.

### **12 Business Continuity**

Copies of plans are required which demonstrate that all service requirements can be restored within 24 hours.

### **13 Audit Requirements**

The supplier shall be required to make available all systems, records and details of processes

for both internal and external audit immediately when requested to do so. Our auditors have a statutory right of access to any documents relating to HMCTS and the supplier shall be bound by the requirement to provide information to our auditors as requested.

The supplier shall be required to host site visits from both internal and external auditors immediately when requested to do so and to assist with any questions raised by the auditors. The supplier shall be required to make available any audit and related action plans for financial management that include, but are not limited to, fraud and risk which is relevant to this Agreement.

## 14 Tender Evaluation

There are 4 key elements which will be reviewed for the tender evaluation:

### 14.1 Mobilisation

**The Mobilisation element has an overall 10% weighting.** The weighting of each question within the Mobilisation section is noted by each question in the Tender Form. There are 2 questions in the Mobilisation element.

Provide a mobilisation plan, including details of resources for co-ordination of the mobilisation, testing plans and proposals for implementing new services.

#### Evaluation Criteria

The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.

The response shall demonstrate the changes to all services, with specific reference to the Penalty Payments, Roadside Deposits, BAR returns and Fee Accounts. There should be specific timelines for the changes to service. In addition, the response shall demonstrate:

- A proposed approach and timeline for testing, including key milestones;
- You may include your plan in the format you consider to be the most appropriate. Upload to Bravo as indicated.

Provide details of the key personnel job roles with overall responsibility for the mobilisation of the service and explain how your organisation will ensure continuity if there is a personnel change or extended leave of absence. The response shall:

- Demonstrate how the phasing of new services, considering the different start dates in each area (Section 15 of the Commercial and Service Specification refers) will be managed.
- Provide detailed proposals for changes to services.
- Provide details of job roles and responsibilities in relation to the management of the service. State the process for notifying the authority when there is a change in personnel.
- Describe how the service will be managed and how your management team will ensure that the service meets the required standards.

#### Evaluation Criteria

The evaluators must be confident that the response demonstrates that the service will go live

G-Cloud 10 Call-Off Contract – RM1557.10 18-06-2018

<https://www.gov.uk/government/publications/g-cloud-10-call-off-contract>

on 1 January 2019.

The response shall demonstrate with specific reference to the Penalty Payments, Roadside Deposits and BAR returns;

- Sufficiently experienced and qualified staff are employed to deliver the service to the standard required;
- Sufficient capacity and contingency is in place to deal with changes in key personnel and an effective process for notifying the Authority;
- A clear and effective processes for managing the service, monitoring and measuring performance and taking effective action to deal with issues in performance.

## 14.2 Service Delivery

**The Service Delivery element has a 50% weighting overall.** The weighting of each question within the Service Delivery section is noted by each question in the Tender Form. There are 4 questions in the Service Delivery element.

Detail the approach to be adopted to deliver each of the workstreams covering the processes set out in section **15.1** Magistrates Banking Returns (of the Commercial and Service Specification). The response shall demonstrate a clear understanding of the requirements and consideration of the issues.

The response shall cover, but not be limited to, detailing the following elements:

- Identification of the range of requirements, understanding of the issues with a clear rationale and strategy to address these and to deliver all the required outputs;
- Evidence of a clear understanding of each of the service elements. There should be a clear rationale for the chosen approach, considering practicality, quality and resourcing implications;
- Provision of a detailed rationale that the supplier understands how services will change under Transformation and how the supplier will support the delivery of this;
- An outline of any associated benefits and any risks or disadvantages of the proposed approach and method;
- Existence of a process for handling of requests for information and/or queries from the Authority.

## Evaluation Criteria

The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.

The response shall demonstrate a clear understanding of the requirements detailed in the Commercial and Service Specification and provide a clear description of the proposed methodology. The response shall highlight the feasibility and practicality of the proposed approach. In addition, the following shall be considered:

- Use of robust methodology to deliver data at the required level of quality;
- Clear demonstration of knowledge of HMCTS;
- Well thought out and proportionate provision of project level monitoring and evaluation throughout the delivery of the service;

- Demonstration of knowledge and understanding of undertaking similar types of complex banking services;
- Good communication with the Authority throughout, with early identification and resolution of any problems;
- Suitable measures proposed to identify and address any performance failures.

Detail the approach to be adopted to deliver each of the workstreams covering the processes set out in section **15.2** Services currently unaffected by Reform (of the Commercial and Service Specification). The response shall demonstrate a clear understanding of the requirements and consideration of the issues.

The response shall cover, but not be limited to, detailing the following elements:

- Identification of the range of requirements, understanding of the issues with a clear rationale and strategy to address these and to deliver all the required outputs;
- Evidence of a clear understanding of each of the service elements. There should be a clear rationale for the chosen approach, considering practicality, quality and resourcing implications;
- Provide a detailed rationale that the supplier understands how services will change under Transformation and how the supplier will support the delivery of this;
- An outline of any associated benefits and any risks or disadvantages of the proposed approach and method;
- Process for handling of requests for information and / or queries from the Authority.

### **Evaluation Criteria**

The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.

The response shall demonstrate a clear understanding of the requirements detailed in the Commercial and Service Specification and provide a clear description of the proposed methodology. The response shall highlight the feasibility and practicality of the proposed approach. In addition, the following shall be considered:

- Use of robust methodology to deliver data at the required level of quality;
- Clear demonstration of knowledge of HMCTS;
- Well thought out and proportionate provision of project level monitoring and evaluation throughout the delivery of the service;
- Demonstrate knowledge and understanding of carrying out similar types of banking services;
- Good communication with the Authority throughout, with early identification and resolution of any problems;
- Suitable measures proposed to identify and address any performance failures

Detail the approach to be adopted to deliver each of the workstreams covering the processes set out in section **15.3** Services impacted by Transformation (of the Commercial and Service Specification). The response shall demonstrate a clear understanding of the requirements and consideration of the issues.

The response shall cover, but not be limited to, detailing the following elements:

- Identification of the range of requirements, understanding of the issues with a clear rationale and strategy to address these and to deliver all the required outputs;
- Evidence of a clear understanding of each of the service elements. There should be a clear rationale for the chosen approach, considering practicality, quality and resourcing implications;
- Provide a detailed rationale that the supplier understands how services will change under Transformation and how the supplier will support the delivery of this:
- An outline of any associated benefits and any risks or disadvantages of the proposed approach and method;
- Process for handling of requests for information and / or queries from the Authority.

## Evaluation Criteria

The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.

The response shall demonstrate a clear understanding of the requirements detailed in the Commercial and Service Specification and provide a clear description of the proposed methodology. The response shall highlight the feasibility and practicality of the proposed approach. In addition, the following shall be considered:

- Use of robust methodology to deliver data at the required level of quality;
- Clear demonstration of knowledge of HMCTS;
- Well thought out and proportionate provision of project level monitoring and evaluation throughout the delivery of the service;
- Demonstrate knowledge and understanding of carrying out similar types of banking services;
- Good communication with the Authority throughout, with early identification and resolution of any problems;
- Suitable measures proposed to identify and address any performance failures.

Detail the approach to be adopted to deliver each of the workstreams covering the processes set out in section **15.4** General Services requires to support the contract (of the Commercial and Service Specification). The response shall demonstrate a clear understanding of the requirements and consideration of the issues.

The response shall cover, but not be limited to, detailing the following elements:

- Identification of the range of requirements, understanding of the issues with a clear rationale and strategy to address these and to deliver all the required outputs;
- Evidence of a clear understanding of each of the service elements. There should be a clear rationale for the chosen approach, considering practicality, quality and resourcing implications;
- Provide a detailed rationale that the supplier understands how services will change under Transformation and how the supplier will support the delivery of this:
- An outline of any associated benefits and any risks or disadvantages of the proposed approach and method;
- Process for handling of requests for information and / or queries from the Authority.

## Evaluation Criteria

The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.

The response shall demonstrate a clear understanding of the requirements detailed in the Commercial and Service Specification and provide a clear description of the proposed methodology. The response shall highlight the feasibility and practicality of the proposed approach. In addition, the following shall be considered:

- Use of robust methodology to deliver data at the required level of quality;
- Clear demonstration of knowledge of HMCTS;
- Well thought out and proportionate provision of project level monitoring and evaluation throughout the delivery of the service;
- Demonstrate knowledge and understanding of carrying out similar types of banking services;
- Good communication with the Authority throughout, with early identification and resolution of any problems;
- Suitable measures proposed to identify and address any performance failures.

### 14.3 Innovation and Savings Initiatives

**The Innovation and Savings element has a 10% weighting overall.** The weighting of each question within the Service Delivery section is noted by each question on the Tender Form. There is 1 question in the Innovation and Savings element.

The delivery of innovation and cost saving initiatives regarding BAU processes and HMCTS Transformation programme is a vital element of the service.

The response shall cover how the Supplier will work closely with HMCTS and other MoJ 3rd party Suppliers to deliver ongoing improvement and innovative solutions and savings initiatives throughout the Contract term, for example:

- Digital banking returns, ensuring forms are self-validating;
- Supporting our Payment Hub solution;
- Actively supporting the removal of cheque payments from the system;
- The Supplier may decide how to depict this but an innovation timeline may be helpful, including but not limited to;
  - Proposal
  - Task
  - Indicative timeline
  - Assumptions
  - Constraints and dependencies with HMCTS/MoJ 3<sup>rd</sup> Party Suppliers impacted.

## Evaluation Criteria

The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.

The response shall demonstrate;

- Close working with HMCTS to continue the revolutionary approach HMCTS is taking in the Transformation programme.
- Detailed proposals that can be achieved within the Contract term. HMCTS is particularly keen that the Supplier identifies noticeable improvements that have immediate cashable or efficiency benefits and can be delivered quickly after the project begins.
- Detailed key areas already identified where significant cost savings may be available
- How further proposals will be developed and communicated to HMCTS.

#### 14.4 Reporting and Management Information

**The Reporting and Management Information element has a 30% weighting overall.** The weighting of each question within the Service Delivery section is noted by each question in the Tender Form. There are 2 questions in the Reporting and Management Information element. The response shall demonstrate a credible, clear and robust approach to ensuring the accuracy, transparency and integrity of data, by;

- Providing a summary of the detailed management and performance information that shall be provided to the Authority, including the frequency of reporting.

#### Evaluation Criteria

The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.

Tenders shall demonstrate an understanding of the importance of MI to the business, including but not limited to the following:

- How data will be collected, analysed and protected;
- How business and technical information will be presented to the Authority so that it is meaningful, easy to interpret and can be interrogated;
- How ad hoc requests for data will be met;
- How you will deal with third party failures affecting performance in gathering and analysing MI.

Detail the approach that shall be implemented in this contract for informing the Authority of:

- Transactional level MI;
- Data Integrity and preventative control; and
- Centralised reporting and visibility.

#### Evaluation Criteria

The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.

Tenders shall demonstrate an understanding of the importance of MI to the business, including but not limited to the following:

- How data will be collected, analysed and protected;
- How business and technical information will be presented to the Authority so that it is meaningful, easy to interpret and can be interrogated;
- How ad hoc requests for data will be met;

- How you will deal with third party failures affecting performance in gathering and analysing MI.

## 14.5 Tender Weighting

Technical (qualitative questions)	60%
Commercial (pricing of the contract)	40%
<b>Total</b>	<b>100%</b>

Split for technical element (qualitative questions):

Mobilisation	10%
Innovation & savings	10%
Service delivery	50%
Reporting and management information	30%
<b>Total</b>	<b>100%</b>

## 15 Service specifications

### 15.1 Magistrates banking returns (MBR)

*THIS SERVICE MAY BE REQUIRED FOR THE DURATION OF THE CONTRACT TERM. Over this period, it is possible that a migration of these accounts and processes could commence. The supplier will be required to continue to provide this service and support the migration process as required.*

The MBR process is used by all Magistrates Courts Accounting Units to notify the supplier of all fine income receipts in a period, and for payments due to be made by BACS or account transfer. The returns account for approximately £20m of fine income per month.

The supplier shall provide a solution for validation of monthly and quarterly submissions from Magistrates' Courts Accounting Units by generating and processing accounting transactions in respect of these reconciled reports and managing a process to resolve missing data or rejected returns.

The solution should specifically include the following:

- Provision of a secure email address for use by the accounting centres.
- Acceptance of monthly (ACC106) and quarterly (A2) returns, in a format agreed with the department via email or electronic interface.
- Validation of the returns to ensure that:
  - they have been sent from an approved email address
  - the returns are not duplicated
  - the returns are mathematically accurate
- The provision of a process by which rejected forms are returned to the originator and re-submissions are accepted.
- Provision of a process to escalate missing returns
- Ensure the returns are processed into a format suitable for upload into the SOP General ledger (GL) ensuring analysis is posted at approved levels, and by Business Entity Code.

- Provision of an approved interface to upload data into the GL to agreed timescales (currently WD3) using an approved interface.
- Provision of a process for validation and processing of late returns, which may be received after completion of the initial cycle. To include all the processes detailed above
- Provision of a process for the validation and processing of amended returns received after completion of the original submission. To include all the processes detailed above
- Production of a monthly report of late returns and notification to agreed recipients.
- Reconciliation of the GL entries back to the returns.
- Reconciliation of the quarterly (A2) returns to the corresponding monthly (ACC106) returns for each quarter, calculating adjustments required in respect of additional data provided on the quarterly returns. Generation and submission of GL journals to bring these adjustments to account. Production of report of variances and distribution.
- Reporting on individual amounts over £200,000 categorised as payments from central funds to HMCTS for approval
- Arrangement of bank transfers from the local bank accounts into the central bank account in accordance with the submitted returns.
- Complete the inter-company journals and book transfers for approval by the business and then process once approved.
- Reconciliation of all the bank accounts used by the supplier in the provision of this service daily
- Arrange bank transfers as requested by the Trust Statement team.
- Provide the cash balances, analysed by revenue type to the Trust Statement team on a monthly basis.
- Provision of MI included in the monthly and quarterly returns to agreed timescales.
- Support any requirement to migrate accounts and processes over to the new system
- Manage exceptions that may arise from migration activity.

#### Key Areas for Improvement/ innovation

- Cheque printing: - HMCTS wishes to investigate the options for the supplier to undertake the printing and postage of all cheques issued in this process.
- Data recording: - HMCTS wishes to investigate alternative methods for compiling the data currently used in the ACC106 and A2 returns
- Database consolidation: - HMCTS wishes to reduce number of Libra databases currently in use to support the functions. The Supplier will be required to assist with all associated banking actions arising from the proposed amalgamations.

#### Key Performance Indicators

- All accounting entries received by 5pm on WD1 are submitted to SSCL via journal for uploading onto the GL by 5pm on WD3.
- All bank transfers are completed within timeline agreed with Trust Statement team, currently within 2 WD for the MoJ transfer

- All MI and reconciliations including cash balances are supplied within agreed timescales, currently by 5pm on WD8
- All reconciliations are completed daily by 5pm

### 15.1.1 Magistrates' BACS processes'

*THIS SERVICE MAY BE REQUIRED FOR THE DURATION OF THE CONTRACT TERM. Over this period, it is possible that a migration of these accounts and processes could commence. The supplier will be required to continue to provide this service and support the migration process as required.*

The Magistrates' BACS process is a daily BACS service for the payment of requests made by the Magistrates Courts Accounting Centres. Estimated volumes are 42,000 transactions per month equating to 200 BACS files. The volumes of payments vary monthly.

The supplier shall:

- Provide a secure email address/ upload details for the transmission of the BACS requests and/or accept files by SFTP;
- Process all requests received by 12 noon on the day of receipt, including requests made directly onto the BACS payment solution;
- Process all requests received after 12 noon by 5pm on the following working day.
- Validate all requests to ensure that they contain the information needed to make the payment and reject those that fail validation back to the originator, this validation will include:
  - Checking for duplicate files
  - Business unit name and number
  - Transaction reference for the BACS file
  - Number of transactions contained in the file
  - Value of transactions contained in the file
  - Bank account details for the account to be debited with the total of the payments.
- Maintain a log of all requests that fail validation.
- Ensure that all BACS requests, including customer bank details are maintained in accordance with Departmental security regulations.
- Consolidate, authorise and transmit the BACS file by 12 noon and then issue a confirmation email to the accounting centre to confirm.
- Complete an inter account transfer to debit the individual bank accounts to the value of the BACS payments made.
- Upload the accounting entries relating to the payments into the GL on the same day that the payments are made.
- Manage any discrepancies and rejected payments that arise from the BACS process within 3 working days of notification
- Provide notifications to Magistrates' Courts Business Units detailing account switch data (provided via BACS Exception Reports) in order that local records can be updated within 3 working days of notification from the Bank.
- Commence investigation of any unidentified receipts in respect of returned BACS payments in accordance with HMCTS unidentified receipts processes on day of notification.

- Download and reconcile the BACS reports arranging for appropriate credits to be made back to the local bank accounts, and make the required accounting adjustments.
- Identify and investigate any unidentified receipts in respect of returned BACS payments.
- Complete all GL and bank account reconciliations daily.

#### Key Areas for Improvement/ innovation

- BACS file transfer: - HMCTS requires the supplier to work with the agency to introduce a more secure and cost-effective method to transfer these files

#### Key Performance Indicators

- BACS payment requests received before 12 noon are processed and submitted to the bank on the same working day by 5pm, those received after 12 noon are processed by 5pm the next working day
- All confirmation emails are sent to the correct accounting centre within one working day of the transfer by 5pm
- All data is maintained in accordance with the Departments security requirements.
- All bank transfers are completed on the day that payment is debited by 5pm
- All reconciliations are completed daily by 5pm.

### 15.1.2 Cash Management

HMCTS require the supplier to manage the funding and defunding of various bank accounts. The supplier shall:

- Calculate the forecast cleared balance of the group of enforcement bank accounts. The forecast surplus cleared balance should then be transferred from the commercial accounts to the main Trust bank account to agreed timescales
- If the forecast position is a net overdraft the supplier shall transfer the appropriate balance from the main Trust bank account to the central business account.
- Calculate HMCTS funds and third-party monies held in relevant bank accounts monthly by working day 8 Prepare and undertake the relevant bank transfers to the nominated bank accounts by the last working day of each calendar month
- Create and post a journal to account for all the relevant transfers in the GL by the last working day of each calendar month

#### Key Performance Indicators

- Successful sweep of the Commercial accounts to/from the main HMCTS GBS Account by 5pm daily
- All accounting and transfers for the HMCTS third party monies to be completed correctly by 5pm on last working day of the month.

## 15.2 Services currently unaffected by reform

### 15.2.1 Bail

The supplier shall manage action and accounting of all notifications of bail deposits, forfeitures or releases received from the courts. The volume of bail deposits varies, and currently averages at approximately 110 deposits per month. This is an area of the service that HMCTS would like to streamline.

The supplier shall:

- Provide a bail service to include all bail applications resulting from cases heard in County, Crown, Magistrates Courts and Immigration Tribunals
- Provide a secure email address for the transmission of documents.
- Provide a validation service for all bail notifications supplied to include:
  - Control checks to satisfy Know Your Customer (KYC) banking requirements
  - HMCTS governance requirements
  - HM Treasury control checks.
- Notify the originator of rejected notifications.
- Maintain a tracker log of all bail notification forms received and any resulting action that is taken by the supplier.
- Track bail cases resulting from Immigration Tribunals separately to all other cases and record the cases separately
- Notify HMCTS contact if Immigration Tribunal financial condition bail order deposits have not been paid
- Escalate to HMCTS on a weekly basis any Immigration Tribunal Financial Conditional Bail order receipts that remain unmatched to an order and to manage the process to match items upon notification from HMCTS.
- Use separate forms for cases heard under the Immigration tribunal rulings
- Manage a process to complete all bail creation requests. For all requests received before 1pm the process shall be completed by 4.30pm on the same day, for all requests received after 1pm the process should be completed 4.30pm the next working day:
  - Upon receipt of a successfully validated form create a “virtual” bank account ensuring compliance with all banking, KYC, money laundering and UK tax regulations;
  - Ensure that the bank account identifier is included on the tracker system;
  - Notify the Court that the deposit account has been created;
  - Reconcile the bank account and bring the transactions to account on the GL.
- Manage a process for all bail release requests, within one working day of receipt:
  - Upon receipt of a validated form, release the “virtual” bank account and calculate the interest accrued to date as per the instructions on the release form;
  - Repay the appropriate funds to the depositor, as per the release form;
  - Provide an interest statement to the depositor;
  - Complete all necessary banking entries;
  - Have a process for managing discrepancies and rejections;
  - Update the tracker for all entries;
  - Bring all entries to account in the GL.
- Manage a process for bail forfeitures:

- Transfer all forfeitures to HMCTS Trust Accounts
- Complete all GL entries
- Update the tracker system.
- Manage a process to transfer IAC bail forfeitures from HMCTS to the Sheriffs Court, Glasgow.
- Manage a process to transfer Court bail forfeitures from HMCTS to the HMCTS Trust Statement.
- Provide full monthly MI to each bail reporting area and HMCTS HQ.
- Escalate all outstanding issues to HMCTS upon notification.
- Complete full reconciliations of the GL, bank accounts and tracker.

#### Key Performance Indicators

- All bail notifications received before 1pm are actioned by 4.30pm on the same day and all bail notifications are actioned within one working day by 4.30pm (to include deposit creation, release and forfeiture).
- All reconciliations are completed on each working day by 5pm.
- The tracker system is maintained on each working day by 5pm.
- Weekly bail escalation reports and bail failure reports are issued to HMCTS by 5pm on Friday of each week
- Weekly IA bail escalation reports are issued to HMCTS by 5pm on Friday

### 15.2.2 Penalty Payments

HMCTS are responsible for accounting for all receipts taken over the Police Pentip system, which is managed by the Home Office, and used to account for Fixed Penalty Notices and Penalty Notices of Disorder.

The value and volume of data varies monthly but averages at £9m per month with an average transaction value of £100.

The supplier shall:

- Provide a solution to account for all payments processed through the Pentip system on a daily (working day) basis.
- Ensure all users comply with Home Office security and vetting checks (Non-police personnel vetting level 2).
- Download daily from Pentip the full suite of daily reports to account for the transactions. The supplier shall log with the approved IT supplier and notify HMCTS if the download fails.
- Provide a validation service to ensure that common values across the downloaded reports balance and report any files that fail validation to HMCTS and that the information contained in the receipts channels is correct.
- Provide a service to account for all the transactions daily in the HMCTS GL ensuring:
  - Data is mapped in accordance with the approved HMCTS accounting matrix.

- No data has been attributed to invalid accounting entries.
- Reconcile daily all the transactions contained in the daily reports to the appropriate receipt channel for example credit or debit card, bank deposit slip etc.
- For payments made using Debit or Credit card. Reconcile daily every transaction from the Pentip report to the detailed settlement schedule and then through to the bank statement. Reconciliation to be at Pentip reference and merchant acquirer settlement detail. All un-reconciled items to be escalated within one week of payment.
- For payments made via bank deposit slip ensure that the entries on the deposit slip reconcile to the deposit made in the bank account daily.
- Provide a system to ensure that all un-reconciled items are escalated daily with sufficient detail to ensure that the staff in the fixed penalty offices can identify the transaction and ticket.
- Ensure that errors identified in the reconciliation process are corrected on the day of notification ensuring that the appropriate Pentip accounts are updated and bring the entries to account as appropriate.
- Provide a service to manage all unpaid cheque notifications received from the bank on the day of notification. Record the unpaid cheque against the appropriate penalty notice. Ensure that all the transactions are brought to account on the day of notification.
- Provide a service to manage all chargebacks received, investigate and respond within agreed timescales and make the necessary adjustment to the individual entries in the Pentip system.
- Provide a process to manage all discrepancies that arise to include:
  - Manual match processes for HMCTS Merchant Services Supplier and bank reconciliations
  - Banking and merchant acquirer discrepancies
  - Notification of receipting errors
- Provide a process to manage all refund and repayment requests as submitted by HMCTS to ensure that the refund is made using the appropriate channel i.e. credit card payments are refunded to the card that made the payment. Provider will be required to enhance the card refund data as supplied by HMCTS to incorporate the Barclaycard authorisation code. The supplier shall be required to provide a minimum of a weekly refund and/or repayment service for both card and BACS or cheque refunds
- Provide a process to manage HMCTS notification of refunds that need to be stopped due to processing or system errors, ensuring the refund is stopped before it is paid out to the customer and that the necessary accounting adjustments are made to reverse the original refund request.
- Provide a process to manage all refund failures to include re-issue of the refund via a different payment mechanism.
- Create and upload a positive pay file for any cheques that are issued in relation to refunds/ repayments. Manage any validation/ queries that arise from this file in accordance with the banks timescales.
- Provide a process to manage unpresented cheques and other exceptional items including making all accounting adjustments

- Provide a process to manage all banking exception reports in accordance with the banks timescales
- Provide a process to manage all banking technical queries and discrepancies and exceptions that arise in accordance with the banks timescales
- Provide a process to manage all receipting errors, or accounting queries raised by the fixed penalty offices
- Manage all the Trust Statement bank accounts on behalf of HMCTS and ensure that they are all reconciled daily. All un-reconciled items to be cleared within a week.
- Reconcile all Trust Statement balance sheet accounts
- Provide notifications to the correct fixed penalty office of Allpay or electronic receipts received into the bank account to agreed timescales.
- Provide MI as required by HMCTS on a monthly and ad hoc basis to include but not limited to:
  - Analysis of all balance sheet codes
  - Details of outstanding bank reconciliation items
  - Details of outstanding Debit or credit transactions
  - Analysis of GL postings as requested
  - Amounts collected in month, amounts refunded
  - Amounts due to be remitted to HMT (CFER) or transferred to MoJ
- Provide a service to liaise with HMCTS over service improvements or accounting for new initiatives
- Provide a service to account for balance sheet events as per HMCTS instructions – this will be mainly to ensure that the funds are available to the correct entities in the appropriate order. For instance, the first £30m of fixed penalty receipts each year are due to MoJ Victim services.

#### Key Performance Indicators

- All transactions are submitted to SSCL via journal or generic interface for upload into Oracle financials daily by 5pm
- All reconciliations (both bank and card settlements) are completed daily by 5pm and un-reconciled items escalated by 5pm within 3 working days.
- All refunds are processed within agreed timescales, currently card refunds by 5pm on Friday each week and cheques/BACs refund by 5pm on Tuesday each week
- All MI is produced and distributed by 5pm on WD8
- All escalation reports are issued and actioned by 1pm on Friday each week
- All GL and accounting entries are completed by 5pm on same working day and reconciled by 5pm within one working day.

### 15.2.3 Roadside deposits

HMCTS is required to provide an accounting service to account for all roadside deposits taken by Police Officers in accordance with legislation and HMCTS procedures. A roadside deposit

is taken for a fixed sum of money and is either taken in cash at the roadside or paid by credit or debit card. A specific ticket referencing identifies the deposits and multiple deposits can be taken from an individual depending on the number of offences that have taken place. The volumes of transactions vary according to Police activity.

There are two forms issued for roadside deposit, the supplier shall be expected to manage both types;

- *Standard Roadside* deposit – this ticket follows the normal fixed penalty procedure unless the recipient of the ticket appeals the notice in which case the notice is migrated to a summons roadside deposit
- *Summons roadside deposit* – in this case a fixed sum of money is taken from the individual whilst the Police determine the appropriate action to be taken.

The supplier shall be required to manage the roadside deposits that are received through the Pentip system including the creation of interest bearing deposit accounts

The supplier shall by 5pm daily:

- Download the validated summons roadside deposit and identify new deposits requiring action.
- Receive an ad-hoc report from HMCTS on standard roadside deposits and identify deposits requiring action.
- Upon notification from HMCTS create the deposit for standard roadside deposits that have been accepted for prosecution and transfer funds accordingly.
- Check on Pentip that the notice has been receipted and that the funds are available
- Create the deposit and transfer funds to the roadside deposit account for all notices that have been receipted. Ensure that the account is set to calculate the correct interest rate.
- For unreceipted notices, escalate to HMCTS and follow subsequent instructions on the creation of the deposit
- Maintain a tracker system to identify all deposits and their status
- Reconcile the Roadside deposit bank account to the tracker system and Pentip reports to ensure that all deposits have been correctly created.
- Action all notifications from HMCTS regarding standard roadside deposits that require deposits creating, transferring the bank funds as required.
- Action all HMCTS notifications regarding the outcome of the roadside deposit. The outcome will be one of:
  - Refund the deposit in full to the depositor. In this case the deposit and associated interest shall be refunded to the depositor along with a statement of the interest calculation.
  - Release the full deposit to the Court in settlement of a fine that has been imposed
  - Release part of the deposit to settle the Court fine and release the balance (and interest on the returned balance only) back to the depositor.
- In all cases the tracker system shall be updated to reflect the actions taken.
- All the bank transfers, payments and accounting adjustments to be submitted to SSCL by journal or generic interface for upload to Oracle on the date of action.
- Provide a full monthly reconciliation of all deposits held to be received by working day 5.

- Provide a service to bring all transactions to account on SOP
- Provide a monthly report to HMCTS of all deposits held and their status to be received by working day 8.

#### Key Performance Indicators:

- All Pentip notifications relating to roadside deposits are actioned within one day of receipt by 5pm.
- All individual deposits are reconciled to the bank account and Pentip system on day of receipt by 5pm
- The tracker system is maintained daily by 5pm
- All reports are produced and distributed by 5pm on WD8
- All escalations are issued daily by 5pm
- All accounting entries are brought to account daily by 5pm
- All unpaid deposits are notified to HMCTS by 5pm on day of identification

#### **15.2.4 Magistrates' domestic and foreign payments and drafts (BACS, faster payment and CHAPS)**

*THIS SERVICE MAY BE REQUIRED FOR THE DURATION OF THE CONTRACT TERM. Over this period, it is possible that a migration of these accounts and processes could commence. The supplier will be required to continue to provide this service and support the migration process as required*

The supplier shall process and manage any ad hoc domestic and foreign Magistrates' payment requests received from the accounting centres.

The number and value of the payments vary each month but average around 3000 transactions

The supplier shall:

- Provide a secure email address for the transmission of requests or accept files by SFTP.
- Validate all requests to ensure authorised in accordance with HMCTS approved email accounts.
- Return all rejected requests to the originator with the reason for the rejection within one working day of receipt.
- Process all requests for payment received by 12 noon on the day of receipt. Process all requests received after 12 noon on the next working day.
- Process all requests as electronic payments through the central bank account.
- Provide a facility to provide foreign drafts where an electronic payment cannot be made, process all requests through the central bank account.
- Complete an inter account transfer/ faster payment/ CHAPS to debit the individual bank accounts for the sterling equivalent of the payments made either by electronic payment or foreign draft.
- All charges relating to these transactions to be coded to a specific natural account code.
- Bring all the payment transactions in the central bank account to account by submitting data to SSCL by journal or generic interface for uploading in the general ledger on the day of payment.

- Manage all discrepancies and rejected payments that arise from the process.
- Reconcile all GL and bank entries that arise from the transactions daily.

#### Key Areas for Improvement/ innovation

- Cheque printing: - HMCTS wishes to investigate the options for the supplier to undertake the printing and postage of all cheques issued in the maintenance process.

#### Key Performance Indicators

- Requests received by 12 noon are processed and brought to account by 5pm same working day and all requests are brought to account by 5pm within one working day
- All bank transfers are completed by 5pm within two working days.
- All reconciliations are completed daily by 5pm.
- All rejections are returned by 5pm within one working day of receipt.

### **15.2.5 UK Border Agency (UKBA) cost awards**

HMCTS is required to issue payments on behalf of UKBA where costs have been awarded following a successful Asylum or Immigration Appeal. This amounts to approximately 700 transactions per month.

The supplier shall:

- Provide a solution to UKBA for weekly submission of costs award payments request
- Requests to be made from a validated secure email address
- Validate requests received by reference to data held in the IAC Fees system to ensure:
  - That the payee details match previously paid IAC cases
  - the paid fee was not subject to a previous cost award or refund
  - the cost award is not greater than the amount received at individual case level
  - the receipt has not been subject to a chargeback
- Failed requests to be rejected back to UKBA with reasons for rejection via email
- Validated requests to be processed and payments issued by bank transfer or card depending on method of receipt. Supplier to gather the required information from the appellant in order to make the payments. The supplier to manage payments placed on hold where insufficient details are received.
- Payments to be made via HMCTS bank accounts and the supplier is to provide a solution to ensure that a journal is raised to account for all payments
- Reconcile the UKBA payments and provide HMCTS with the information required to facilitate the reimbursement of funds from UKBA on a monthly basis
- Provide a solution to bring the reimbursement of funds to account in the GL. If the amounts differ then the issue should be referred to HMCTS for investigation
- Produce weekly and monthly report to UKBA detailing the status of all cost awards
- Invoice UKBA monthly for the awards issued in the month
- Liaise with UKBA to support resolution of queries

#### Key Performance Indicators

- All validated payments are made via the agreed method within one working day of notification

- All Bank accounts to be brought to account and reconciled by 5pm daily

### **15.2.6 Centralised attachment of earnings payment system (CAPS) payments**

The supplier will operate a weekly and monthly BACS payment service for the payment of requests made by the CAPS business centre for Maintenance and Judgements payments, an estimated 50,000 transactions per month. These payments will not be routed through AP modules

The supplier will:

- Maintain a database for all regular payees to include bank details and email contacts.
- Upon receipt of the interface file the supplier will enhance the payment request file with the bank details and email address to facilitate a BACS payment and electronic remittance advice.
- Payments to be made in sterling to both home and foreign bank accounts.
- Files will be received daily (maintenance) or weekly (Judgement). The supplier will hold the files and release for payment on a weekly (maintenance) basis and a monthly (judgement) basis.
- All payments within the separate files to be consolidated so that only one payment is received per customer, where the customer is held on the database
- One consolidated emailed remittance advice to be generated.
- Where bank details are not provided the payment shall be made via cheque with a consolidated paper remittance advice posted to the recipient.
- Validate all requests to ensure that they contain the information needed to make the payment and reject those that fails validation back to the originator.
- Maintain a log of all requests that fail validation.
- Ensure that all BACS requests, including customer bank details are maintained in accordance with Department security regulations
- Notify CAPS of any rejections.
- Submit the accounting entries relating to the payments to SSCL via journal or generic interface for upload onto the GL on the day that the payments are made
- Manage any discrepancies and rejected payments that arise from the BACS process.
- Download and reconcile the BACS reports make the required accounting adjustments
- Identify and investigate any unidentified receipts in respect of returned BACS payments.
- Complete all GL and bank account reconciliations daily.

Key Performance Indicators

- All BACS payments requests are processed and paid to the correct recipient in the next available weekly/ monthly BACS run
- All consolidated remittance is sent within one working day of creation of the BACS file
- All data is maintained in accordance with the Departments security requirements

- All bank transfers are completed by 5pm within 2 working days of notification
- All reconciliations are completed by 5pm daily

### 15.3 Services Impacted by transformation

#### 15.3.1 Crown and county court banking and accounting returns (BAR)

This process is used by Courts (County and Crown) and Tribunals and other jurisdictions to inform the supplier of all their daily accounting. The returns, of which there are over 200 submitted daily, detail all the fee income currently at a summary level, by fee type, received by a location daily in the form of cash, cheques, credit/debit card, or directly into a bank account.

The volume of data being transferred through the BAR is significant, amounting to £35m currently, but is expected to reduce throughout the period of the contract as new digitalised services are brought on line, this will be offset by a corresponding increase in data transfers to/from new services.

The BAR contains details of any payments out, suspense balances and amendments for revoked, cancelled or returned items.

The BAR process currently utilises many excel spreadsheets to manage and summarise the data collation and HMCTS is in the process of digitalising this data collection.

**Phase One** is the limited introduction of a digitalised fee sheet which pilot courts will use to record all the receipts received in relation to case applications. This will allow fee income to be recorded at a more granular level than is currently available.

**Future Phases** are the introduction of a digitalised BAR which when developed, will capture all the fee transactions in granular detail and will replace the excel spreadsheets

In the interim, the existing process as detailed in **15.3.2** will need to be maintained by the supplier.

The supplier will be required to work with HMCTS to adapt the current process as phases one and two are implemented.

#### **Upon completion of the Future phases the supplier shall:**

Pull the data via an API to allow for the extraction of data required for reconciliation and accounting purposes, the extract to be performed at the latest by 12 noon one working day after completion by the HMCTS sites i.e. the extract for the return dated 11 September 2017 to be made no later than midday on 12 September 2017. The data received in the API will be at a transactional level which will allow the data to be recorded in the GL at a more granular level, supporting the requirement for greater MI

- Within one day of receipt of the interface the supplier shall complete the following:
  - Create consolidated invoice, credit note and debit memo interface files and submit to SSCL for upload onto the SOPAR at court site level and at fee type level (the digitised process will require an increased number of NAC's and memolines);
  - Create consolidated receipt files by receipt class and submit to SSCL for upload onto the SOP AR by 5pm;
  - Notify courts of missing information by email and escalate until a return is received, on a daily basis by 5pm;
  - Manage banking discrepancies;
  - Reconcile the GL entries back to source data.
  - Make payments out as determined by the daily interface files
  - Store the daily transactional data to enable full MI to be extracted

- Provide a secure email address and fax number for the transmission of documents and queries;
- Provide a validation service on receipt of the completed interface file to include validation of revoked cheques, cancelled cheques, chargebacks, and unpaid cheques.
- Provide a notification via the API into Payhub when validation fails and reasons for failure daily.
- Accept bank giro slips with cheques attached from court locations and arrange banking thereof
- Provide a process for managing the interface from the Traffic Enforcement Claims (TEC). This shall include:
  - Processing on day of receipt;
  - Posting of entries to the individual AR account;
  - Provision of a daily statement for accounts operating on a prepayment basis (this is where clients deposit a sum of money with HMCTS and then draw down on the funds as they incur fees). The statement shall include the opening balance, details of transactions processed for the day and closing balance;
  - Fax/ email the statement to the clients.
- Provide a process for issue and managing all payment requests (including refunds and foreign payments) to include:
  - Issue by cheque, BACS and internal transfer
  - Consolidation of payments for the same payee
  - Issue of remittance advice
  - For rejected BACS entries automatically issue payment by cheque
  - Bring all entries to account.
- Provide a positive pay file service to include:
  - Provision of a daily output file and upload onto RBS system (Datalink);
  - Management of all discrepancies raised;
  - Liaise with Courts as required;
  - Download the cheque exception report and confirm, in accordance with banking timescales, if the items can be cleared.
- Provide a service to manage all applicable bank accounts and associated receipt channels used for the delivery of these services including
  - Reconciliation of all bank accounts on a daily basis complete with management of all discrepancies that arise.
  - Provide a same day response and service to manage technical referrals from the bank. To include, but not limited to, confirming if payment source is correct, payment type is correct.
  - Provide a reconciliation and discrepancy management service for all other payment channels e.g. Gov.uk pay, HMCTS Merchant acquirer and Allpay. All reconciliations, notifications and resulting actions to be completed on the day the bank account is available.
  - Process to reconcile receipts to debtor accounts created from the interface file and notify court of successful match or failed receipt.
  - Process to notify relevant Courts on by 10.30am on a daily basis of all electronic receipts received, with sufficient information for the court to bring the amount to account.
  - Process to manage all unidentified amounts credited to the bank account.
  - Process to manage all chargebacks applied to the accounts.

- Process to manage all revocation requests received from the courts.
  - Process to manage all returned cheque payments.
  - Process to manage all escalations resulting from errors or non-compliance, produce a report of escalated items on a weekly basis and distribute to HMCTS Assist HMCTS sites in bringing escalated items correctly to account
  - Process to manage all bank transfers needed to support the above processes.
  - Enable set-up of new electronic receipt arrangements for reporting sites.
  - Provision of appropriately referenced banking stationery to support the above processes.
  - Management of aged unpresented cheques via third party creditor processes.
- Provide a service to manage the creation/ amendment of pre-payment accounts, all requests to be completed within one week of receipt, to include:
    - Submission of request to MoJ Shared service centre;
    - Update to standing data held on pre-payment customers;
    - Update to statements.
  - Produce and update all guidance documents as required.
  - Provide a weekly transactional report to HMCTS by fee type at court level of all transactions posted to the GL.
  - Provision of a helpdesk to support queries on above services. Queries may be received via telephone or email. All queries to be managed in accordance with agreed turnaround times and SLAs.

#### Areas for Innovation/ improvement

- HMCTS may require the supplier to continue the further development and national introduction of the digital BAR

#### Key Performance Indicators

- All interfaces received by 12 noon on a working day are validated and actioned by 5pm on same working day.
- All entries from validated accounts are brought fully to account by submission of GL interfaces/ journal to SSCL for upload onto SOP by 5pm on same working day and reconciled by 5pm within one working day.
- All relevant TEC customers are sent updated statements by 11am daily.
- All positive pay files are submitted to the bank by 4pm daily and resulting actions are processed by 2pm on day of receipt.
- All weekly MI reports are issued by 5pm each Friday.

### **15.3.2 Crown and county court banking and accounting returns as is process**

Provide banking and accounting solutions for County Courts, Crown Courts, Probate Offices, Tribunals, Family Courts, Business Centres, The Royal Courts of Justice, The Rolls Building and business areas within Northampton CCBC. To deliver timely centralised accounting, processing and appropriate reconciliation controls for financial transactions submitted from these locations.

The solution should support the following:

G-Cloud 10 Call-Off Contract – RM1557.10 18-06-2018

<https://www.gov.uk/government/publications/g-cloud-10-call-off-contract>

- Provision of a solution through which these locations can report their accounting, banking, receipting transactions, payment requests and all exceptions on a timely basis, the frequency of reporting will be daily for the majority of locations, but may vary for some. Ensure that the solution minimises the level of input and provides control points within the completion process.
- Full validation of data submitted by reference to both standing data for the respective reporting site and data held by the supplier in respect of outstanding reconciliation items / items awaiting reporting.
- Where data submitted does not pass validation, notification of the rejection and the reason(s) for rejection, within one working day of receipt, assuming a midday submission cut-off in respect of the previous day's transactions.
- Lodgement of Crown Court cheque deposits with the appropriate HMCTS Banking Service Provider's VPC and ensures that the location submits their accounting data in respect of these receipts.
- Notification of missing Banking and Accounting submissions, on a daily basis. Escalation of missing Banking and Accounting submissions on a weekly basis.
- The following outputs to be generated from all validated submissions:
  - Consolidated invoice, credit note and debit memo interface to be submitted to SSCL for loading to Oracle Financials AR Ledger via AR Generic Transactions Interface to bring reported transactions to account. To include items to be loaded to individual customer accounts for Northampton CCBC customers;
  - Consolidated receipts files, by receipt class, to be submitted to SSCL for loading onto Oracle Financials AR Ledger to bring all receipts to account;
  - Payment requests to be processed issuing cheque, BACS and Book Transfer payments within one working day of receipt of the validated submission. Consolidation of payments for specific payees to be supported. Remittance advices to be issued for all payments. Should BACS payments be rejected, automatically reissue the payment via cheque. Create accounting entries to bring all payment transactions to account; and
  - Issue pre-payment customer statements, as required.
- Validation and full processing of banking and accounting submissions to be completed within one working day of receipt of data, assuming a midday submission cut-off in respect of the previous working day's transactions.
- On the same day that the cheque payment is issued, generate a positive pay file output to load data to RBS (via their Datalink system) for the validation of these cheques by the bank as they progress through clearing.
- Daily download, via Datalink, cheque exception reports. Review the reports and confirm if the exception items should be cleared by the bank. Responses to be provided in accordance with banking service provider deadlines.
- Manage the investigation and resolution of technical referrals, which require same day responses.
- Validation of requests to create new pre-payment customers or amend existing customers, submitting customer set-up requests to the Shared Service Provider. Update to standing data within the reporting solution to enable transactions to be reported against these customers. All customer changes to be completed within one week of receipt of the request.
- Management to resolution of banking discrepancies in respect of cash and cheque deposits, including liaison with the Banking Service Provider as appropriate.

- Reconciliation and discrepancy management for other receipting channels, for example Barclaycard and Allpay. Reconciliations to be completed on the day the bank statement data is available detailing the settlements credited. To include liaison with the receipting channel service provider, as appropriate.
- Management of all centralised bank accounts used for delivery of these services, including daily reconciliations, notification and escalation of outstanding items requiring clearance.
- Enable set-up of new electronic receipt arrangements for reporting sites.
- Notification of electronic receipts credited to centralised bank account to the correct site identified via referencing within the receipt information on the bank statement data. Notification to be issued by 10.30am on the day the bank statement data is available.
- Notification and escalation of unidentified electronic receipts into centralised bank account, notifications to be issued by 10.30am on the day the bank statement data is available.
- Notification of chargebacks and chargeback recoveries processed through the centralised bank account. Notifications to be issued by 10.30am on the day the bank statement data is available.
- Receipt of all unpaid cheque notifications for deposits into centrally managed bank accounts, data to be enhanced and emailed to reporting sites by 1.30pm on the day of receipt of the notifications from the bank.
- Validation and processing of all revocation requests from reporting sites, liaising with the Banking Service Provider as appropriate. Issue confirmation of successful and unsuccessful revocations to the requesting site on the day the outcome of the revocation request is confirmed (subject to banking service provider processes). Weekly escalation of confirmed revocations not brought to account by the reporting site. Generation and processing of accounting entries, as appropriate.
- Notification of returned cheque payments to the reporting site in order that the site can bring the item to account within their local records and on their banking and accounting submission. Weekly escalation of confirmed cancellations not brought to account by the reporting site.
- Provide a process for managing the interface from the Traffic Enforcement Claims (TEC). This shall include:
  - Processing on day of receipt;
  - Posting of entries to the individual AR account;
  - Provision of a daily statement for accounts operating on a prepayment basis (this is where clients deposit a sum of money with HMCTS and then draw down on the funds as they incur fees). The statement shall include the opening balance, details of transactions processed for the day and closing balance;
  - Fax/ email the statement to the clients
- Provision of appropriately referenced banking stationery to support the above processes.
- Process to manage all escalations resulting from errors or non-compliance, produce a report of escalated items on a weekly basis and distribute to HMCTS Assist HMCTS sites in bringing escalated items correctly to account
- Management of aged unpresented cheques via third party creditor processes.
- Management of all bank transfers to support above processes.
- Provision of copies of data originally submitted by the reporting site, upon request.

- Provision of a helpdesk to support queries on above services. Queries may be received via telephone or email. All queries to be managed in accordance with agreed turnaround times and SLAs.

#### Key Performance Indicators

- All interfaces received by 12 noon on a working day are validated and actioned by 5pm on same working day.
- All entries from validated accounts are brought fully to account by 5pm on same working day and reconciled by 5pm within one working day.
- All relevant TEC customers are sent updated statements by 11am daily.
- All positive pay files are submitted to the bank by 4pm daily and resulting actions are processed by 2pm on day of receipt.
- All weekly MI reports are issued by 5pm each Friday.

### **15.3.3 Printed cheque schedules from the County Court Case Management system (CaseMan)**

Each County court makes cheque payments on a weekly basis from the in-house case management system (CaseMan). The cheques are produced and dispatched locally and the number of cheques will vary depending on the site, a schedule will be produced from each site on a weekly basis which will be sent to the supplier.

The supplier shall:

- On receipt of the printed paper cheque schedules from the Court sites validate to ensure that it is not a duplicate.
- Reject any schedules that fail validation back to the Court via a secure email address with the reason for rejection
- Provide a process to generate, on the day of receipt, a positive pay file from the validated schedules received, to be sent to the RBS bank via their datalink system.
- Provide a process to extract information from the validated paper schedules and produce a GL journal to bring the individual cheques to account on the day of receipt.
- Manage investigations (technical referrals) about individual cheques from the banks and respond within the banking providers deadlines on the same day.
- Download the cheque exceptions report (via datalink) daily and contact the relevant courts to confirm if the items can be cleared by the bank. If contact cannot be made with the Court then the default position is to pay the item. All responses to be provided within the banking providers deadlines
- Validate and process all revocation requests from the Court sites with the banks. Issue confirmation of the results to the sites via the secure email address.
- Monitor and escalate any revocations not brought to account via the escalation report detailed in the BAR returns process document

#### Key Performance Indicators

- Positive pay files are sent for validated schedules to the bank on day of receipt by 5pm
- Technical referrals are dealt with by 2pm on day of receipt
- Escalation reports are issued weekly by 5pm Friday

## Areas for Improvement/ Innovation

HMCTS wishes to investigate the options for the supplier to print and distribute all cheques produced using CaseMan.

### 15.3.4 Payment on Account and Direct Debit (DD) Solutions

HMCTS wishes to optimise the number of payment solutions available to customers that wish to transact with us. To this end, for approved customers, HMCTS wishes to offer the facility to pay by direct debit (DD) for some services. It is anticipated that as the roll out of digitalised services progresses, services for which a DD solution will be offered will increase and thus the solution should be scalable to take on increasing numbers of both customers and services.

These services currently in scope include:

- Fee Account (payment by account)
- MCOL (money claims on line) and PCOL (Possession claims on line) - MCOL service will migrate to a civil money claim (CMC) service and PCOL to an online possessions-claim service during the contract period.
- Immigration and Asylum Chamber (IAC) fees
- Rolls Building
- Self-serve/ online services, including divorce and probate applications

The service supplier will be required to

- Provide a full direct debit management system for both weekly and monthly collections
- For each customer hold a master account to include all master data such as credit limits, bank mandates, invoice and collection information. Transactions from each of the operational systems will use the same credit limit.
- Validate new customer applications, to include credit checking processes
- Amend customer details i.e. name changes, address changes, bank detail changes, amendments to credit limits
- Electronic lodgement of direct debits via AUDDIS
- Load all DD customer transactions from each of the applications into the DD solution as soon as received to allow for “real time” credit management to take place.
- Allow for the operational interfaces to “call” on the DD solution to determine if a customer has sufficient credit on their account for a transaction to take place, the system to interface back to the operational systems with a yes/no decision
- Send notifications to the customer when their transactional activity reaches an agreed percentage of their credit limit, currently 80%
- Produce electronic weekly and monthly invoices as per the customer’s agreement (advance notices) in xml and pdf formats to be emailed or posted to customers in accordance with agreed service levels. The invoice should be at a transactional level and contain:
  - The service requested
  - the date of the transaction
  - The reference included on the operational interface. For example, the. case reference
  - The amount
  - Any other information as determined by HMCTS
- For each customer generate a DD collection file and process, authorise and transmit in accordance with agreed timetables.

- Create consolidated customer invoice files for all transactions loaded onto the DD system
- Create consolidated receipt files for all data included in the DD system file and load onto SOP on the day of receipt. Map all data in the invoice and receipt files to the correct entity and account codes, using the SOP coding structure
- Liaison with customers and manage ad-hoc/ emergency collections following unpaid DD collections or to reduce the amount outstanding
- Access BACS rejections reports, update the customer record to ensure that the correct outstanding balance is reflected.
- Notify the services of failed DD collections.
- Place customer accounts on hold if credit limit is exceeded, the DD collection fails, the DD mandate has expired or is invalid.
- Provide a process to inform HMCTS of all customer accounts on hold and the reasons
- Provide a process to manage all credit balance refunds when requested by HMCTS

#### Key Performance Indicators

- All customer transactions are loaded to the customer account as identified in the data feed by 5pm on day of receipt
- All DD invoices and collections are processed in accordance with customer contracts
- All “calls” on customer credit levels are correctly responded as requested
- All notification to customers at 80% of their credit limit are sent by 3pm on day that the threshold is reached
- All transactions are brought to account on SOP by 5pm on day of receipt and reconciled within one working day.

#### 15.3.5 On line service data management

HMCTS as part of the transformation programs will be offering online application and payment options for increasing numbers of the services offered. These services will require the customers to transact online and to make payment using either a debit or credit card or if an approved customer via the direct Debit solution with the eventual aim being that all the transactions are managed through the Gov.uk pay solution. The initial services that will be using the online facility are detailed below, however, it is anticipated that as the roll out of the digitalised services commences that the services which will be offered online will increase and thus the solution should be capable of being scalable take on increasing numbers of both customers and services

- Civil Money claims (CMC) – this will eventually include MCOL and PCOL
- MCOL and PCOL
- IAC fees
- Divorce
- Probate
- Digital BAR

The supplier will be required to

- Provide a full data matching service for all interfaces using the online service.

- Pull data via an API from all the online portal services, detailing all transactions, including remissions.
- Provide a validation of income report
- Receive receipt information from both Gov.uk Pay and merchant acquirers
- Provide a process to manage refunds and remissions as identified by HMCTS
- Allow the interface systems to “call” on DD customers’ accounts via the API to ensure that sufficient credit is available in the account to allow the transaction to proceed, the system to interface back to the online system with a yes/no decision
- Add transactions from the interface file that relate to valid direct debit customers to the customers master account in real time to ensure that they are captured in the next invoice issue. Reject transactions with invalid DD customer details. Using the DD service as identified in section 15.3.4 of this specification
- Reconcile every receipt notification to the transaction on the interface file and upload data back to the interfaces detailing the success/ failure of the payment for each transaction.
- Create daily consolidated invoice files for all data included in the online services transactional interface files using agreed NACs and memo lines and load into SOP on day of receipt. Map all data in the interface and receipt files to the correct entity and account codes, using the SOP coding structure
- Create a consolidated receipts files for all data included in the receipts file and DD transactions using agreed NAC and memo lines data and load onto SOP to agreed timescales. Map all data in the interface and receipt files to the correct entity and account codes, using the SOP coding structure.
- Ensure that files are loaded in strict date order to ensure that refunds/ remissions cannot be processed before the fee is brought to account.
  
- Provide a process to account for all receipts received through the payment portals and to bring the DD receipts to account
- Update the interface file for any further data amendments
- Provide a process to manage all submitted refund requests to include processing the refund back through the online systems.
- Provide a full 4-way reconciliation service for all credit and debit card receipts and DD settlements, reconciling the original transaction to the credit card settlement notification/ DD invoice and then to the bank account receipt. Provide a full data discrepancy service including notification of failed receipts and chargebacks
- Provide a process to reconcile all transaction and receipt interface files to the data loaded into SOP
- Provide full MI to HMCTS on all transactional data processed
- Provide a full chargeback service

#### Key Performance Indicators

- All interface files received are processed by 5pm on day of receipt
- All accounting entries are submitted to SSCL by journal or generic interface for upload into SOP by 5pm on day of receipt

- All reconciliations are completed on a daily basis by 5pm
- All PbA customer accounts are updated daily by 5pm
- All monthly MI reports are issued by 5pm on WD8
- All requests for refunds are actioned by 5pm on day of receipt

### 15.3.6 Bulk Scanning

HMCTS currently receives and processes high volumes of paper across multiple locations for each jurisdiction as part of the reform project to modernise the operations of the courts, HMCTS is working with partner companies to provide a full centralised scanning solution for post currently received by the courts. This scanning solution will initially be limited to the areas detailed below but as more Court processes are modernised the volume of work will increase with the eventual aim that all paperwork regardless of jurisdiction will be managed through this process.

- Divorce
- Probate
- Civil Money Claims (CMC)
- C100 applications from limited courts

The supplier will be required to provide a service to ensure that all payments received in the post and scanned via this service are accounted for, reconciled, matched and brought to account via SOP. In particular we require: -

- A full reconciliation of the data received from the scanning supplier to: -
  - The bank settlement
  - The case number or unique reference number
  - The case type i.e. divorce, CMC, etc.
- The data from the scanning supplier will contain
  - Cost Centre
  - Fee type
  - Receipt amount
  - Payment method
  - Case references/ unique ID
  - Cheque codeline details including
    - Sort code
    - Account number
    - Account name
  - BGC slip reference
- Reconcile the data received on the interface file received from the scanning supplier to the bank deposits and upload data back to the appropriate case management systems detailing the success/ failure of the payment for each transaction
- Create daily consolidated invoice files, credit and debit memos for all data included in the online services transactional interface files using agreed NACs and memo lines and load into SOP on day of receipt. Map all data in the interface and receipt files to the correct entity and account codes, using the SOP coding structure
- Create a consolidated receipts files for all data included in the receipts file and DD transactions using agreed NAC and memo lines data and submit to SSCL for load onto

SOP to agreed timescales. Map all data in the interface and receipt files to the correct entity and account codes, using the SOP coding structure.

- Management information detailing
  - Number and value of transactions processed per workstream and per payment type
  - Number and value of transactions that failed per workstream and per payment type
- Provide a process to notify of RD cheques, settlement not occurring or any other payment issue to be notified to the relevant workstream.
- Provide a process to bring the failed payments to account.

#### Key Performance Indicators

- All files received from the scanning supplier are brought to account by 5pm on day of receipt
- All interface uploads from this service are completed by 5pm daily
- All reconciliations are completed by 5pm daily

#### **15.3.7 Immigration and Asylum Chamber (IAC) Fees**

Support is required for the daily reconciliation and accounting processes required in respect to IAC fees including providing data feeds back to the business systems.

The supplier shall:

- Receive a daily interface file from the IAC system (ARIA) which will provide transactional data on all new cases and existing cases
- The file will need to be validated in accordance with the operational working agreement
- Reject any files that fail validation back to the originator via our IT provider's helpdesk.
- Upload validated files into the system to update and create debtor information on a daily basis
- Create and upload a file containing all accounting transactions on a daily basis
- Create and upload a file of all matched receipts on a daily basis
- Import card receipts daily from a report which will be pulled from the Merchant acquirer/ Gov.uk Pay. This report should be reconciled with the bank settlement, bank transfers and matched to the correct debtor. Any discrepancies to be investigated and resolved prior to matching any receipts
- Process refunds daily as instructed via the interface file. Refunds to be processed via card or bank transfer dependant on method of receipt. Exceptions processes to be developed where this is not possible.
- Provide a process for the matching of outstanding cases with verified receipts
- Provide a solution for cases that need to be 'purged' from the ARIA system
- Provide a manual refund process where the request is from outside of the ARIA system

- Provide a stop refund process
- Provide a manual match process as instructed by the business
- Provide a process to reallocate receipts where they have been matched incorrectly
- Provide a process for the management of chargebacks including investigating and responding to requests for information from the merchant acquirer. Where chargebacks are debited ensure this is matched to a case and can be reported back via the interface file
- Provide a daily (working days only) interface file to report back into the ARIA system all transactions including chargebacks and single receipts apportioned against multiple cases
- Provide the following daily reports to the business as a minimum:
  - Unmatched receipts report where confirmed receipts cannot be match with a case
  - Unmatched cases report where cases remain outstanding and cannot be match to a fee
  - Match with difference report
  - Chargebacks and unpaid cheque report
- Manage and reconcile the IAC Fees bank account daily including management of outstanding items
- Complete a daily GL reconciliation and management of all outstanding items.

#### Key Performance Indicators

- All validated files to be processed by 5pm daily
- All monthly MI to be issued by 5pm on WD8
- Reconciliation of all transactions to be completed by 5pm daily

### 15.3.8 Employment Tribunal (ET) fees refunds

Following a Supreme Court ruling on July 28, 2017 concerning the legality of charging fees in ET cases HMCTS is required to refund approximately 70,000 fee transactions (c£33m) to customers, plus interest, who had paid for their employment tribunal case to be progressed with the fee payment.

HMCTS will require the supplier to complete the refunds of any outstanding transactions at the commencement of this contract. The planning for the refund process is still in progress. It is envisaged that the refunds will commence in 2018 and the majority will be dealt with within a two-year period. The supplier will be informed of the approved refund process once it has been agreed, and is required to taking over the process and completion any remaining refunds.

The process will include: -

- Provision of a web based form for HMCTS to key case data into
- Provision of a public facing web site to allow members of the public to initiate claims
- Validation of all forms/ claims received, validation to include
  - Application is complete
  - Determination that the application has matching historical transactions
  - Confirmation that original receipt has not already been refunded or been subject to chargeback

- Confirmation that these transactions have not already been refunded under a prior reference number
- All authorisation checks have been completed
- Workflow back to HMCTS teams for forms/cases that fail validation
- Acceptance of forms/claims that have been amended following failed validation
- Calculation of interest due on each element of refund
- Payment of successful claims, including interest
- On line access for HMCTS users to track progress of claims
- Provision of MI reports to include
  - Status of all applications received
  - Details of historical transactions matched with unique repayment reference numbers
- Complete all accounting entries required to bring the refunds to account on SOP, to include the submission of GL journals/ generic interface files to SSCL for upload into SOP by 5pm

#### Key Performance Indicators

- All approved payments are made on the first available payment file
- All files that fail validation are returned to HMCTS by 5pm on day validation fails
- All accounting entries are submitted to SSCL by journal or generic interface file for upload into SOP by 5pm on day of receipt.

#### **15.3.9 Money claims online (MCOL) and Possession Claims online (PCOL)**

The MCOL and PCOL services permit customers to commence action online to recover outstanding debt or possessions, subject to certain restrictions. The supplier shall be required to manage the accounting for the fee income taken by these systems, payments being either by credit/debit card or direct debit (DD) collection. Both services will be migrating to new platforms during the contract and the supplier will be required to adapt the service to facilitate the change and assist in the migration of the service

The volumes of transactions taken by the system vary each month but average 100,000 transactions per month with an associated fee income of £12m per month.

The supplier shall:

- Provide a process to receive and validate the daily interface files from the MCOL and PCOL systems which detail all the transactions that have taken place that day
- Provide a process to reject files that fail validation
- Provide a process to account for all transactions at customer level.
- Provide a process for all files that pass validation whereby transactions related to DD customers are loaded against the correct customer account on the day of receipt of the file
- Provide a process to reconcile all the debit/credit card transactions on the daily interface file whereby:
  - The detailed transactional data received from the Merchant Acquirer is reconciled to the bank settlement
  - The transactions detailed in the interface files are reconciled to the detailed settlement data received from the merchant acquirer.
  - Manage any discrepancies arising from the reconciliations
- Provide a process to manage notifications of rejected transactions and arrange for the refund to be made to the appropriate card or credit the customer account for DD customers

- Provide a process to submit all the transactions to SSCL by journal or generic interface for upload onto the AR daily to include:
  - All transactions for the day at the correct business entity and natural account code to include the debit or credit card fees processed and DD customers fees due
  - All matched debit and credit card receipts data
- Provide a process to manage all chargebacks to agreed timescales
- Provide a process to notify the MCOL and PCOL system of the transaction status to include identification of failed transactions.
- For DD customers provide the following service:
  - Invoice generation and submission by email or paper format to the customer on either a weekly or monthly basis, as per the customer set up. Provide the invoice analysis in a pdf and xml (where required by the customer) format with the invoice.
  - Reconcile the invoices back to the transactional data received by the interface files for the relevant period
  - Ensure invoices are submitted to agreed timescales to ensure compliance with the customer contracts
  - Create and upload a DD collection file on a weekly or monthly basis as per the customer set up
  - Upload the DDs collected at receipt class level into the AR
  - Manage a process for ad hoc collections and receipts
- Manage the BACS rejections received and update the MCOL and PCOL systems to reflect the rejections. Process to include liaising with the customer to arrange an ad hoc collection
- Provide a process to put customer accounts on hold following a DD rejection to include updating the MCOL and PCOL systems to ensure that further transactions do not take place.
- Provide a process for managing bank account changes by customers to ensure that DD collections take place
- Provide a process to ensure that customer accounts are updated on the day that receipts are received in the bank account.
- Provide a process for agreed customer management services to include:
  - Customer set up
  - Amendment of existing customer details
  - Disabling customers if DD is invalid
  - Changes to frequency of DD collections
  - Change to format of backing documentation for the customer – inclusion of xml format
  - Updating the MCOL system as required
- Provide a process for managing and making refunds
- Provide a process for the revocation and cancellation of cheques
- Provide a full daily reconciliation of all bank accounts and GL entries
- Provide a process to ensure that all transactions are brought to account on a daily basis.

#### Key Performance Indicators

- All transactions will be submitted to SSCL for upload by 5pm on day of receipt and reconciled within 2 working days

- All DD transactions will be loaded against the correct customer account by 5pm on day of receipt
- All DD collections will be in accordance with the DD mandate
- All GL entries and associated reconciliations will be completed by 5pm on day of receipt
- All refunds will be actioned in accordance with agreed protocols.
- All monthly MI reports will be delivered by 5pm on WD8
- All interface files will be loaded by 5pm daily

### **15.3.10 Fee accounting systems (payment by account (PbA))**

The fee accounting solution service permits approved customers to transact with HMCTS online with payment being collected either weekly or monthly via direct debit. The volumes of transactions taken by the systems vary each month but average 35,000 transactions with a value of £9m per month.

The fee account system is an area of the business in which service transformation is vital, and until a fully digitalised and transformed service can be provided HMCTS requires the supplier to suggest areas for improvement in the current system and provide an alternative solution that can be used in the short to medium term. The alternative solution would:

- Be sized appropriately to manage large volumes of multiple users accessing the system simultaneously
- Support user authentication and approval hierarchies, enforcing segregation of duties
- Be resilient and performant
- Allow court staff to create, amend, close accounts.
- Allow court staff or customers to enter a fee, via the use of web forms which capture only critical data needed for business operations, Management information (MI) and Direct debit (DD) collections
- Allow for remissions and refunds to be processed
- Allow for all MI and DD information to be extracted
- Have in built validation to ensure transactions are allocated to the correct customer account, and for the correct fee amount.
- Have in built credit validation to ensure that the customers DD credit limits are sufficient to allow the transaction to take place and to check the status of the account. The customer account should be updated intra-day to ensure that the “real time” credit balance is available
- Integrate into the existing DD solution as detailed in 15.3.4 to ensure continuity of collections.
- Consolidate information to agreed levels for posting into the GL via SOP
- Be accessed via a URL with two-factor authentications in place, with passwords aligned to HMCTS conventions using the MoJ [REDACTED] network over the Government secure internet.

Until an alternative solution is available the supplier shall:

- Manage under licence the existing Fee account system used to record fees taken in respect of cases received in Courts, business centres and other HMCTS locations as required.

- Connect to the solution using the MoJ [REDACTED] network via the internet over the Government secure internet.
- Maintain three environments on the system, those being development, pre-production and production.
- To provide an agreed level of support to include:
  - System administration
  - User access to include but not limited to activation and de-activation of users, password resets, amending access levels, amending user types and approvers.
  - Court set up – creation and deactivation of courts, amending fee profiles, adding jurisdictions and changing business entities
- The supplier shall ensure that the system facilitates the creation and authorisation of new fees.
- The supplier shall ensure that all fees, refunds and remissions are allocated against the customer accounts as submitted in the data feed.
- The system will generate a daily interface file for the supplier to use to account for all the days transactions
- Daily the supplier shall upload a file to the fee account system to reflect:
  - Details of new customers to include agreed credit limit
  - Amendments to credit limits
  - Notifications of customers placed on or taken off hold or deleted. To include customers that have exceeded their credit limit
  - Details of credit limit remaining on each customer account, detailing both % and value.
- Provide access to a suite of reports for approved HMCTS users to generate reports as required
- Provide ad hoc reports as requested by HMCTS
- Provide a monthly service report to include:
  - Transactional volumes and values
  - Change requests
  - Defects and defect management
  - Change and service requests
  - Capacity information
  - Incident volumes

Direct Debit collection and customer management: the supplier shall:

- Deliver a solution for fee accounting to support monthly and weekly Direct Debit (DD) collections and revenue and receipts accounting thereon. This solution will offer the opportunity for fee account Customers to opt for weekly or monthly invoicing and Direct Debit collections and will ensure that all financial transactions are fully controlled and reconciled and brought to account to an agreed timescale.
- Manage the accounting for the transactions undertaken on the online fee account system (as detailed above), to manage the credit limits of the customers using the service, facilitate the collection of the direct debit collections, and manage any refunds arising.
- Provide a system to manage individual customer accounts to include:
  - Recording of data daily at a transactional level for all fee types included on the fee account system

- Provision of a weekly or monthly invoice to the customer to account for the transactions that have been accounted for in the period both in PDF and XML format. Invoice to cover periods as defined by HMCTS and to be distributed to agreed timescales. Invoices to be distributed as per customer agreements.
- Provision of a weekly or monthly DD collection service as per the customer's contract.
- Maintain a complete transactional history for each customer in accordance with HMCTS data retention policies.
- Creation, amendment and deletion of customers including credit checking and compliance with HMCTS credit matrix,
- Creation, amendment, deletion and management of DD mandates and ensuring compliance
- Customer management and communications
- Manage the credit limit for each customer daily ensuring:
  - Customers who exceed 80% of their approved credit limit are notified on a daily basis of their current credit status
  - Customers operating within agreed parameters can transact with the fee account system
  - Customers operating close to the maximum of their credit limit are notified on a daily basis and arrangements made to take additional receipts outside of the normal DD collection timescales
  - Customers who exceed their credit limits have their accounts put on hold including on the Fee account system.
- Provide a full DD collection system to include the management of failed collections ensuring that all collections are made in accordance with DD mandates and to agreed timescales
- Provide a service to ensure that all DD transactions are brought to account both on the GL, the individual customer account and the Fee account system
- Receive the daily interface file from the Fee account system and validate against agreed schema.
- Reject files that fail validation and resolve issues thereon
- Provide a system to bring all the transactions on the daily interface file that have passed validation to account on the HMCTS GL to include:
  - All entries being made on the day that the interface file is received
  - DD fees due and collected
  - DD refunds
  - DD failed collections
  - All fees taken, refunded and remissions by fee type and location. Data to be loaded at summary level with the detailed transactional being maintained on the supplier's system.
  - Ensure that all files are loaded onto the GL in strict order to ensure that refunds/ remissions cannot be actioned before the fee is brought to account
- Provide a daily interface file to the fee account system as detailed in A above and in accordance with agreed schema.
- Provide a service to arrange refunds of credit balances on customer accounts where the customer is no longer transacting with HMCTS and bring the entries to account.
- Provide a full daily reconciliation of all the customer accounts, GL and Fee account interfaces.

- Provide a service to manage customer accounts where an erroneous entry has appeared, arrange appropriate refunds and bring the transactions to account correctly.

#### Key Performance Indicators

- All transactions will be recorded against the correct customer account by 5pm on day of receipt
- All customer credit limits will be monitored, and actioned as appropriate by 5pm on a daily basis
- All customer amendments, set up and deletion will be actioned within 3 working days of receipt
- All journals/ interface files will be submitted to SSCL for upload to the SOP Oracle system by 5pm daily
- All interface files to the Fee Account system will be uploaded by 5pm daily
- All DD collections will be completed and accounted for in accordance with DD mandates
- All monthly MI will be delivered by 5pm on WD8

#### **15.3.11 Rolls Building on-line fees**

The Rolls Building is a large specialist centre for the resolution of financial business. It houses the combined High Court business, property and commercial capability of the Chancery Division (including Bankruptcy and Insolvency), the Admiralty and Commercial Court and the Technology and Construction Court.

The supplier shall:

- Provide a secure email address for the transmission of documents
- Receive a daily interface file and validate against agreed criteria. The files contain details of all fee activity for the day along with the payment mechanism
- Provide a process to reject files that fail validation
- Provide a process to account for all the transactions included in the interface file on the day of receipt to include:
  - Mapping of data in the interface file to the correct Business entity and natural account codes and memo lines
  - Upload of the mapped data into the HMCTS AR
  - Apply transactions for account customers to the correct customer account DD solution and invoice and collect DD as per agreed protocols.
  - Reconcile transactions made using debit or credit cards to the merchant acquirer settlement report and the debtor account
  - Accounting for all credit and debit card receipts and DD settlements
- Provide a process to reconcile all merchant acquirer settlements received in the bank to the detailed settlement report and the interface file. Escalate any unpaid or unrecognised transactions in accordance with agreed timescales.
- Provide a process to manage refunds or fee remissions within agreed timescales and bring to account
- Provide a process to manage all chargebacks and failed DD payments
- Provide MI to HMCTS monthly to include:
  - Fee income taken in the period analysed by fee type
  - Amount of receipts taken in the month – analysed by payment mechanism and fee

- type
- Number and value of failed receipts
- Defects and defect management
- Issues raised in the period and management thereof
- Ad hoc information as required.

#### Key Performance Indicator

- All transactions are brought to account using the correct mapping and customer accounts by 5pm daily
- All reconciliations are completed daily by 5pm and un-reconciled items brought to account 2 working days
- All DD collections are made in accordance with DD mandates
- All interface files back to the HMCTS system are delivered by 5pm daily
- All monthly MI is delivered by 5pm on WD8

#### Area for Innovation

HMCTS wishes to explore the opportunities for expansion of this system to cover other areas of the business.

### **15.3.12 Magistrates Travel and Subsistence (T&S)**

The Magistrates T&S system is required to process T&S claims, make payments out to the Magistrates, and provide MI

The supplier shall: -

- Provide a web based solution to allow the processing of claims for Magistrates T&S, which include claims for travel, subsistence and financial loss
- Ensure that the system provides access and segregation controls through the use of logon, password and user groups
- Provide automated daily maintenance to allow for amendments to Magistrates details to be updated
- Maintain the reference data that is required to process claims to include mileage rates, financial loss rates, accounts codes, area codes and entity codes.
- Allow for the entry of claims from the departments claim form and separate approval authorities to allow them to be paid
- Allow for automated claims to include the calculation of travel and financial loss allowances based on Rota confirmed sitting hours
- Provide an automated weekly interface of approved claims and process through the department's accounts payable (AP) system
- Provide an automated service updating the system to reflect if claims have been paid or rejected by the AP system
- Allow for the correction and re-approval of claims that have been rejected by the AP system
- Allow for interfaces in from Departmental systems to allow automatic calculation of claims
- Provide reports to support the processing of claims and management information
- Allow for data to be exported into MS office products
- Provide full support for the system to include all software provided
- Provide all licences required to operate the system
- Provide an enhancement service to develop interfaces and software
- Provide a full end to end service managing all interfaces, access and software required to operate the system.

#### Key Performance Indicators

- All approved claims entered on the system by 12 noon on a Tuesday are submitted for payment on the AP system by 5pm the next working day
- All updates to the system are completed daily by 5pm

#### Areas for Innovation/ improvement

- HMCTS wish to investigate the options for an alternative provision for the processing of Magistrates T&S. The solution would be required to be: -
  - Web based to allow Magistrates to input their expenses directly onto the system
  - Access controlled system supported by in built verification checks
  - Interfaced into the Magistrates Rota package
  - Integrated system checks to ensure that dates/ times claimed by a Magistrate agree to the rota package
  - Integrated process to send claims for authorisation at pre-determined times in the month checks
  - Direct processing of authorised claims by the supplier to include payments out to Magistrates
  - Automatic provision and submission of e-remittances

#### **15.3.13 Pre- Hearing deposits for Employment tribunal hearings**

Pre- hearing Deposits are ordered in the Employment Tribunals as part of pre-hearing directions, similar to security for costs in other jurisdictions. The service is required to administer and process the deposits.

The supplier shall: -

- Receive notification from HMCTS of deposits to be created (average of 5 per week)
- Create the deposit on a tracker system
- Accept deposits by cheque, BACS/ faster payment and dr/cr card
- Reconcile the receipt to the deposit created on the tracker system, notify HMCTS of unreconciled receipts of unpaid deposits
- Notify HMCTS of any failed deposits i.e. due to bounced cheques, chargebacks etc
- Action notifications from HMCTS on the deposit these will include but are not limited to
  - Refund of the deposit
  - Pay the deposit to a named individual
- Provide MI to HMCTS detailing all amounts held on deposit including
  - Age of deposit
  - Status of deposit

#### Key performance Indicators

- All deposit requests are created by 5pm on day of receipt
- All notifications to HMCTS are completed daily by 5pm
- All monthly MI is received by 5pm on WD8

### **15.4 General Services required to support the contract**

#### **15.4.1 Banking Stationery**

The supplier shall provide all the required financial banking stationery to the courts. This has a pass-through value of approximately £2000 per month.

The supplier shall:

- provide the necessary printed banking stationery to each site as required including but not limited to:
  - Bank Giro Credit Slips for both cash and cheques
  - Cheque stationery
- Ensure that the stationery is correctly referenced appropriately so that the amounts can be reconciled at site level
- Ensure that all stationery is securely delivered and signed for at site
- Manage an auto replenishment system with the supplier to ensure that stocks do not run out at sites
- Provide the service to support many HMCTS business areas, which include but are not limited to Tribunals, County Courts, Crown Courts, Probate Offices, Tribunals, Rolls Building, RCJ, District Family Courts, Business Centres and Fixed Penalty Offices
- Provide additional stationery on an ad-hoc basis when requested

#### Key Performance Indicator

- All requests for banking stationery are actioned within 2 working days of request.

### 15.4.2 Cash delivery and collection

The supplier shall manage the delivery and collection of cash from nominated sites across HMCTS. Cash collections will take place as required based on the volumes and value collected. Currently, this amounts to approximately 3,500 collections monthly. The volume of collections will reduce due to the digitisation of payment systems.

The supplier shall:

- Manage the delivery and collection of cash and cheques as required, collections may be required daily, weekly or at other intervals as determined by the individual site's requirements.
- Manage the request for set up, amendment or closure of services
- Ensure the required indemnity levels are in place for all cash collections. Indemnity levels are currently set at the following:
  - £7,500 for approx. 3,000 collections monthly
  - £20,000.00 for approx. 500 collections monthly
  - £40,000.00 for approx. 20 collections monthly
- Manage any ad-hoc requests for collections / deliveries as they are requested
- Manage any missed collections / deliveries and arrange for recovery action to be undertaken within 24 hours
- Liaise with the service provider in respect of any banking discrepancies to resolution
- Develop a system to enable sites to report any non-compliance with the collection service
- Provide management information of all non-compliance monthly

#### Key Performance Indicator

- 98% of all collections take place within the schedules times and on the specified dates.

### 15.4.3 Consolidated Funds Extra Receipts/ Inter-department transfers

This is the process for CFER of funds to HM Treasury and transfer to other Government departments.

The supplier shall:

- Provide a process monthly to an agreed timescale to calculate the amounts due to be surrendered to either MoJ or the Consolidated fund to include but not limited to analysis by
  - Amounts due under victim surcharge or due to victim services
  - Amounts due under agreed netting off schemes such as the fine incentive scheme
  - Amounts due analysed by Fine, fixed penalty notice
  - Amounts due from Criminal court charges
- Provide a process on a quarterly basis to calculate the amounts due to the Home Office in relation to confiscation receipts
- Provide a process to notify HMCTS of the amounts within agreed timescales
- Provide a process to complete monthly and ad hoc requests for reconciliations of the amounts due to be surrendered
- Provide a process to gain authorisation for the transfers from HMCTS
- Provide a process to complete the book and bank transfers, as required to agreed timetables, including the provision to complete transfers with 24 hours' notice.
- Provide a process to complete all Treasury forms monthly as required by HMCTS,
- Provide a process to bring all transactions to account on the GL on the day of transfer
- Provide a process to reconcile all entries in the Trust Statement Balance sheet.
- Provide a process to supply ad hoc information as requested by HMCTS.

Key Performance Indicators

- All calculations to be completed to agreed timescales, currently WD8
- All authorised requests to be completed by 5pm on day of receipt of authorisation.

### 15.4.4 Funding process

Support funding and defunding of bank accounts, as defined periodically by HMCTS.

The requirements of this service are:

- Complete calculation of HMCTS funds and third-party funds held in bank accounts under management on a periodic basis, as defined by HMCTS.
- Complete the appropriate book transfer to move funds in accordance with the calculated amounts per point 1 above.
- For Magistrates' Bank Accounts, transfer funds to/from the main HMCTS bank account daily, based on the end of day forecast of cleared funds within the group.
- Raise a GL Journal (ADI) to bring all the above transfers to account and submit for processing.
- Provision of a helpdesk to support queries on above services. Queries may be received via telephone or email. All queries to be managed in accordance with agreed turnaround times and SLAs.

### 15.4.5 Chargebacks

HMCTS require a solution to ensure that the bulk chargebacks for HMCTS are debited individually from the correct bank accounts.

The supplier shall:

- Download a weekly report from the merchant acquirer
- Identify the business areas for each chargeback reported and validate this against chargeback notification letters received, as appropriate to each service.
- Escalate to the relevant business area any transactions that cannot be validated
- When validated, generate the appropriate transfers to debit the correct bank account, as appropriate quoting the chargeback reference
- Raise a GL journal and submit to SSCL for upload to account for all the validated chargebacks and submit for processing
- Provide a solution for accounting for the escalated items until they can be resolved
- Provide a monthly reconciliation to HMCTS for the escalated transactions detailing action taken to resolve
- Provide a monthly report analysing chargebacks by transaction type
- Take the appropriate accounting action required on escalated items when notification received from the business

key Performance Indicator

- Monthly report on chargeback data is provided by 5pm on WD8
- All chargebacks are accounted for against the correct bank and business entity within 2 workings days of receipt.

### 15.4.6 Payments and Secure Cheque Printing

The supplier shall be required to make cheque, and BACS payments as required by HMCTS. Current volumes average approximately 4,500 BACS and cheques per month. Most of the cheques payments are pass through payments and HMCTS would look to work with any supplier to reduce volumes.

This service will include the following:

- Receive payment files and requests from the business. These could be both interface files and form based requests.
- Validate the files to ensure that they are not duplicates and any form based requests have been sent from a secure email address
- Validated files to be processed and all BACS and cheque payments to be made on the next working day following validation.
- Any rejected BACS payments to be reissued as cheque payments within one working day of the rejection being confirmed.
- For cheque payments, a positive pay file to be generated and submitted to the bank via the datalink feed daily
- All Cheque payments to be generated through an accredited secure cheque printing solution
- Production and distribution of remittance advices.

- Download the cheque exception reports (via Datalink) on a daily basis and provide responses to the banking provider as per their deadlines
- Manage investigations (Technical referrals) from the banks and respond within the banking providers deadlines
- Any returned cheques to be notified to the business and further instruction awaited
- Validate and process all revocation requests sites with the banks. Issue confirmation of the results to the sites via the supplied secure email address
- Monitor and escalate any revocations not brought to account via the escalation report
- Raise a GL journal to bring all payments and exceptions to account daily

#### Key Performance Indicator

- All payment requests are validated by 5pm on day of receipt
- All cheque payments are made by 5pm one working day after validation
- All rejected BACS payments are replaced with Cheque payments within one working day of notification
- All technical referrals are investigated by 2pm on day of receipt.

#### **15.4.7 Banking Administration and Other Banking Services**

- The supplier shall be required to maintain the following processes in agreement with MoJ and HMCTS for all bank accounts which they access
  - Management of account signatory panels
  - Management of electronic banking system administration functions
  - Management of all banking discrepancies, acting as the key liaison with the bank
  - Providing an encashment service for cheques that are sent to the supplier
  - Provide a foreign transaction service to include payments out in a foreign currency and conversion of deposits received in a foreign currency into UK sterling
  - Provide all stationery required for the bank accounts to operate effectively

#### Reconciliations

- The supplier shall be required to provide a full daily reconciliation service for:
  - All bank accounts operated as part of the contract
  - Additional bank accounts as requested by HMCTS
  - All balance sheet reconciliations that relate to the Supplier's service
  - Other payroll reconciliations to support the Suppliers services
- The supplier shall manage all outstanding and unreconciled items on the accounts within agreed timescales and escalate as appropriate
- Provide HMCTS with completed reconciliations no later than WD5 after GL close on a monthly basis.
- Provide a report on all outstanding actions on the bank reconciliations on a monthly basis to HMCTS
- Supplier will be provided with access to the required online banking services to facilitate the operation and the reconciliation of the bank accounts, this will include the RBS Datalink system to allow access to the bank statements.

#### Provision of Data

- The supplier shall be required to provide bank statement data as required by the business
- The supplier shall be required to enhance reports where required to provide sufficient information for the business to be able to bring transactions to account

#### Merchant Acquirer

- The supplier shall be required to reconcile all settlements received from HMCTS Merchant Services Supplier to the corresponding bank settlement and at a transactional level, where data is available.
- The supplier shall be provided with the necessary access to facilitate this process
- The supplier shall be required to maintain controls over access to the data.

#### Bank Account amendments

- The supplier will be required to notify approved business contacts of any changes made to existing bank accounts or new accounts that have been created.
- The supplier will be required to assist in the closure of bank accounts and transfer of data that is required as a result of any business changes such as court house closures. The supplier will be required to ensure that all the transactions are brought to account within an agreed timeframe.

#### Key Performance Indicator

- All reconciliations will be completed to agreed timescales and reported on by 5pm on WD8
- All monthly reports will be issued by 5pm on WD8.

## 15.5

### 15.5.1 Management information

In addition to the MI requirements listed for each service the supplier will be required to provide the following information on a monthly basis to support the business.

- Provide monthly reports for fee and remissions for each of the services detailed below detailing
  - volume and value of transactions by fee type
  - supporting transactional data
  - Separate reports for income and receipts – by receipt method and fee type
  - Aged debt report by customer
- Services to be captured
  - Fee account
  - Rolls e-filing
  - MCOL/PCOL/ CMC
  - IAC
  - TEC
  - Digital BAR
  - Manual BAR returns
  - All online services – currently divorce, probate and CMC

#### Key Performance Indicator: -

- All monthly reports are issued by 5pm on WD8

### 15.5.2 Data and Management information storage and reporting

The supplier will be required to manage the storage and reporting of large volumes of transactional data for the services detailed in this specification.

All data will remain under the ownership of HMCTS and access to the data shall be provided at all times.

The supplier shall:

- Store all transactional data received from any service provided as part of this contract
- Hold the following information, as a minimum for each transaction
  - Date
  - Customer
  - Court Location
  - Income/ fee type
  - Income/ fee amount
  - Payment method
  - Remissions and refunds
  - GL coding
  - Memo lines – where applicable
- Report on this data at timescales and in formats to be agreed
- Allow limited HMCTS staff read only access to the database to run reports and interrogate the data

### 15.5.3 Helpdesk and support

The supplier shall be required to provide a helpdesk to support queries across all of the services outlined in this document. This will increase with the introduction of any new services

- Queries may be received by both telephone and email.
- Queries may be received from both internal and external customers.
- Queries to be managed in accordance with agreed turnaround times
- The helpdesk will be available on each working day between the hours of 8.30am and 5.30pm. The operating hours may be required to be amended based on HMCTS transformation

Key Performance Indicator

- 98% of calls to be answered within 1 minutes of call being received
- All emails to be acknowledged within 30minutes of receipt and responded to within 2 working days of receipt

## Appendix 1

**MOJ Record retention and disposition schedule****(ELECTRONIC RECORDS INPUT ON EDM SYSTEM)**

## RECORD RETENTION AND DISPOSITION SCHEDULE

Government Departments, Agencies, and all other public-sector bodies, are instructed to retain any and all documents; correspondence; notes; e-mails and all other information – however held – which contain or may contain content pertaining directly or indirectly to the sexual abuse of children or to child protection and care. For the purposes of this instruction, the word “children” relates to any person under the age of 18.

NO	DESCRIPTION- FILE PLAN LEVEL	ACTION
1.	Finance – Banking Mandate- Service Level agreements Banks Automated Clearing System (BACS) Debit and Credit Cards Direct Debits Discrepancies Service Monitoring Office of the Paymaster General (OPG) Cash Collections	Destroy 3 years after folder closed
2.	Finance – Payments	Destroy 7 years after folder closed
3.	Finance – Corporate Governance Appointment Letters Audit Frameworks Money laundering Regularity and Propriety Risk Management Statement on internal control	Review no later than 7 years after folder closed Retain or destroy
4.	Finance – Corporate governance Fraud and Irregularity <ul style="list-style-type: none"> <li>• Reports</li> <li>• Investigations</li> </ul>	Destroy 7 years after folder closed. This is in accordance with the Internal Assurance Division schedule
5.	Finance – Corporate governance Fraud and Irregularity <ul style="list-style-type: none"> <li>• Working group</li> </ul>	Destroy 3 years after folder closed This is in accordance with the Internal Assurance Division schedule
6.	Finance – Management Accounting	Destroy 7 years after folder closed
7.	Finance – Financial Accounting	Destroy 7 years after folder closed
8.	Finance – Strategy Planning and development	Review 5 years after folder closed Retain or destroy
9.	Finance – Guidance	Destroy 7 years after folder closed

10.	Finance – Oracle 11 Project:	Review no later than 5 years after folder closed Retain or destroy
11.	Finance - Training	Destroy 3 years after folder closed
12.	Finance - Communications	Destroy 7 years after folder closed
13.	Local Management – Finance Division – except budget	Destroy 3 years after folder closed
14.	Local Management – Finance Division – budget	Destroy 7 years after folder closed

This Schedule takes account of any electronic document whose creation was discussed in its preparation. These documents are either printed out and copies placed on registered paper files or held as electronic records and noted in the schedule.

The MoJ Departmental Records Officer has drawn up this RRDS in consultation with the Finance Division.

Please retain for future reference.

Departmental Records Officer  
Ministry of Justice Records Management Services  
1 Floor, 102 Petty France  
London  
SW1H 9AJ  
DATE OF ISSUE: 23 FEBRUARY 2007  
AMENDED: JULY 201

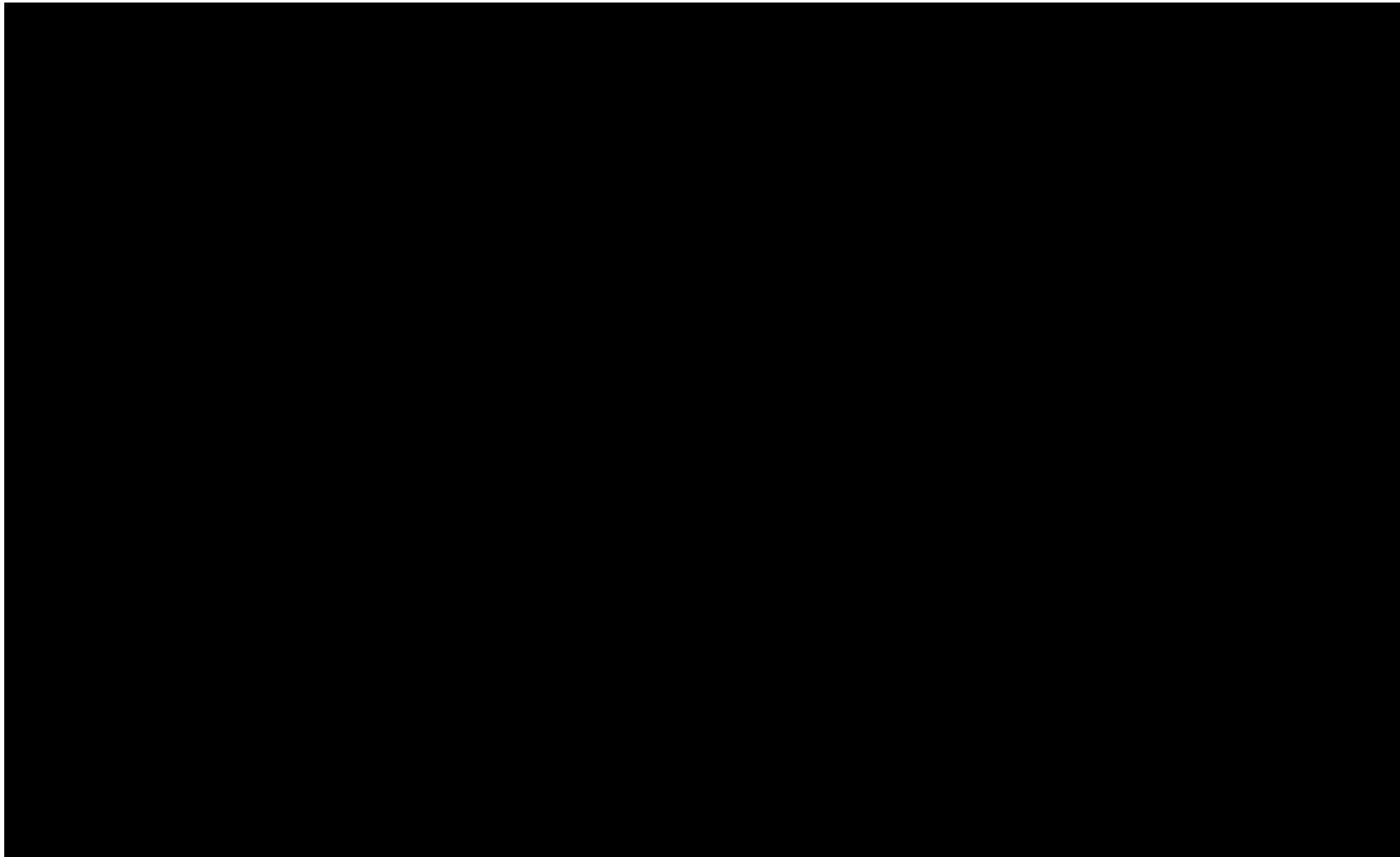
## 15.6 Appendix 2

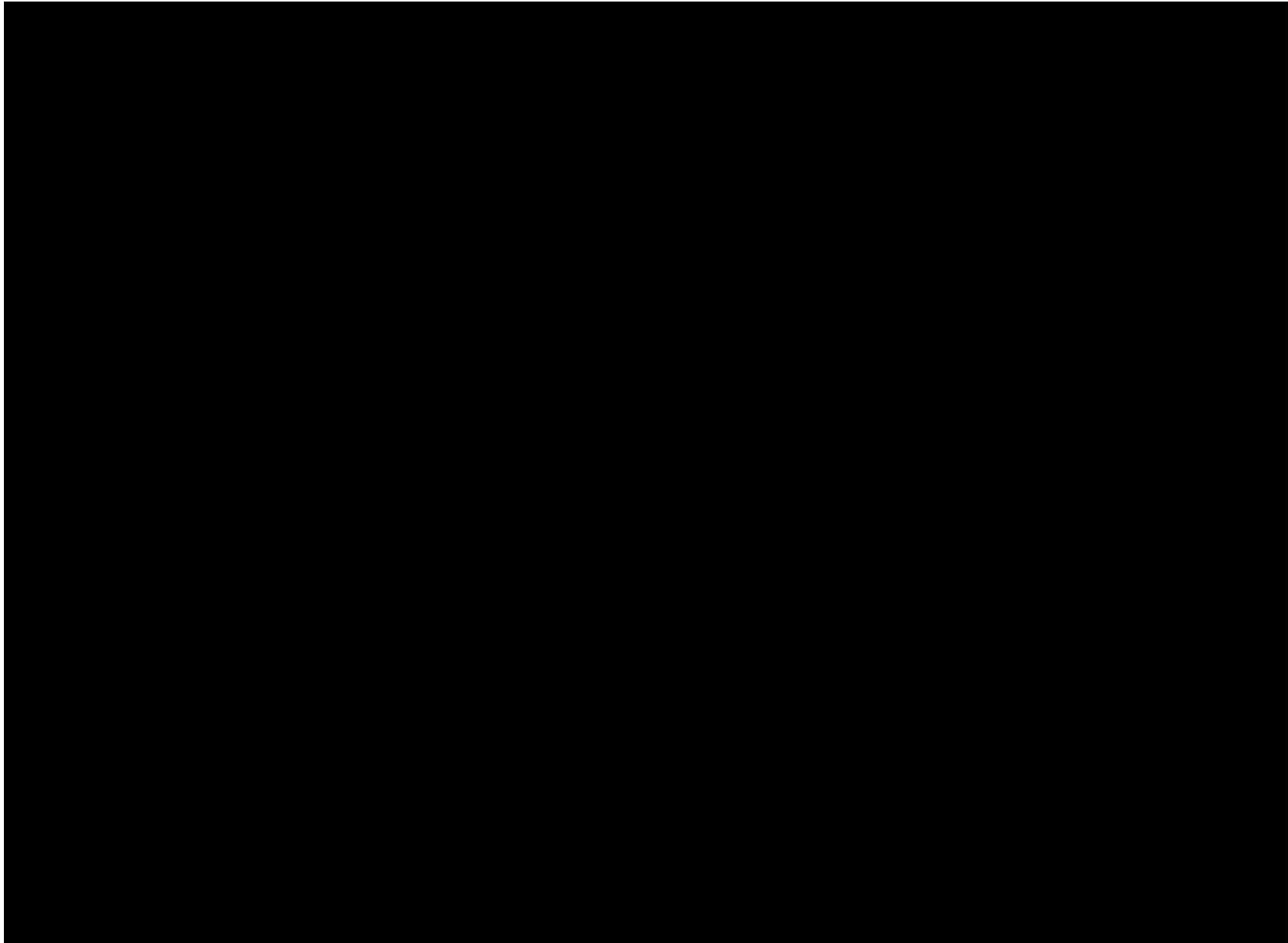
### Average transactional volumes

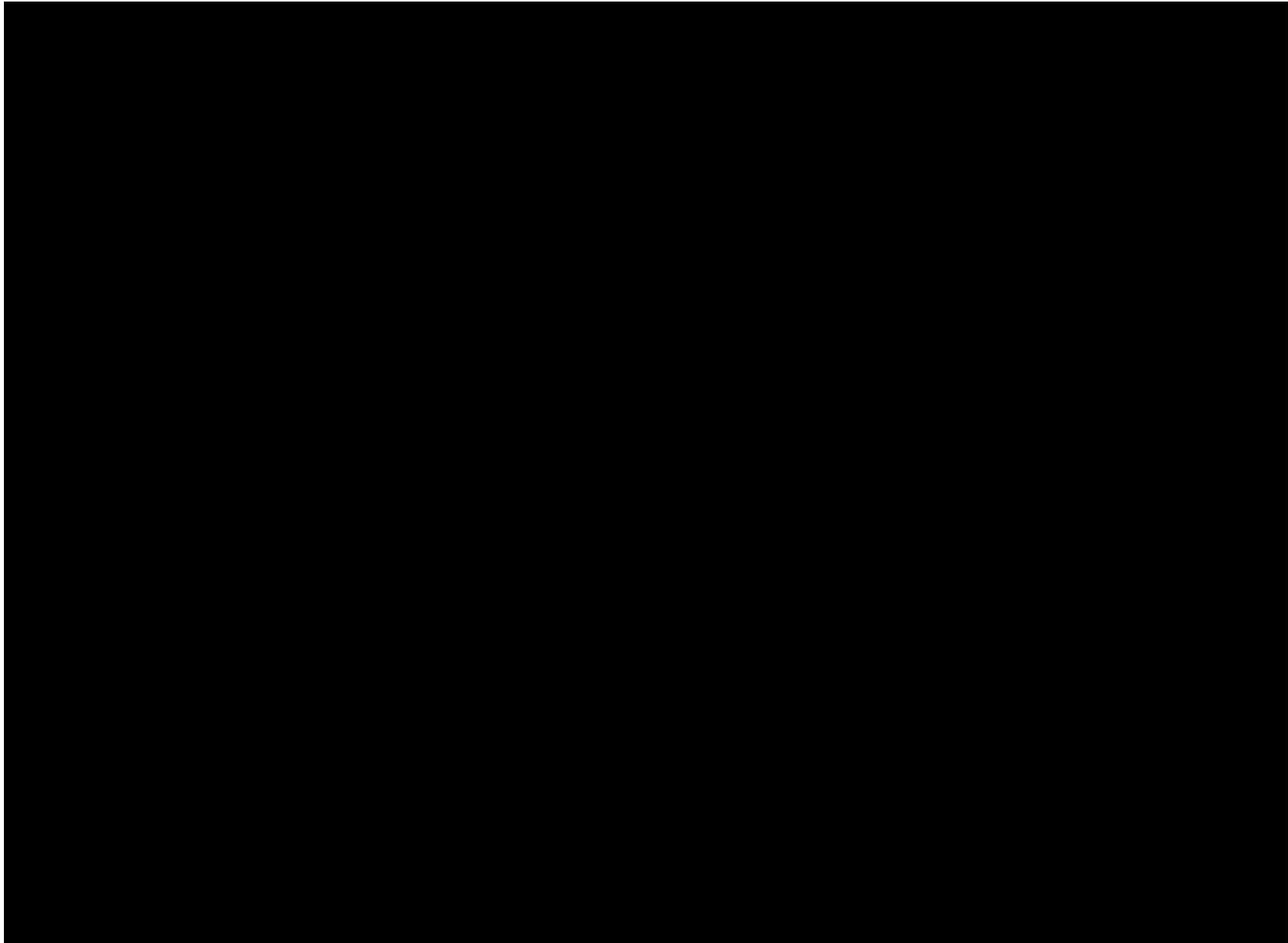
Business requirement	Average Transactional volumes	Average Financial values
County Court banking and accounting returns	200+ returns per day	£35m per month
Magistrates banking returns	42+ returns per month and per quarter	£20m per month
Magistrates BACS	42,000 transactions per month from approx. 200 files	
Magistrates domestic & foreign payments	1,000 per month	
Bail	110 deposits per month	
Penalty payments	90,000 per month	£9m per month
Roadside deposits	50 per month	
Caseman cheque schedules	300 schedules per month	
Immigration and asylum chamber fees	13,000 IAC transactions	£1.9m per month
UK Border Agency cost awards	500 per month	
Banking stationery		£2,000 per month
Cash collection services	3,500 per month	
Consolidated funds extra receipts	6 per month	
Money Claims and Possession claims online	150,000 per month	£12m per month
Chargebacks	100 per month	
Cheque printing	6,000 cheques per month	
Fee accounting	60,000 per month	£9m per month
Rolls Building	60 per month	
Centralised attachment of earnings	8,500 per month	
Reform on-line services (volumes increasing as more services utilise the function)	Dr/Cr card transactions: - 6,500 per month PbA transactions: - 200 per month	
Helpdesk	900 calls per month	

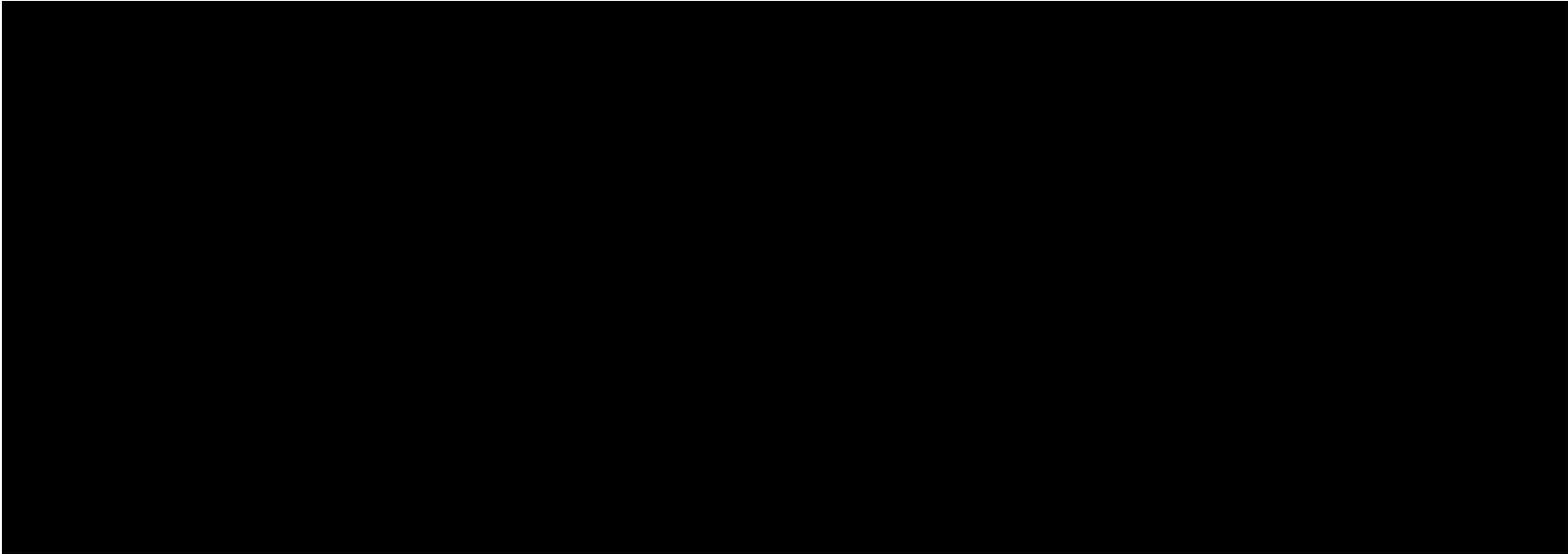
## 15.7 Appendix 3

### HMCTS Bank Accounts – current

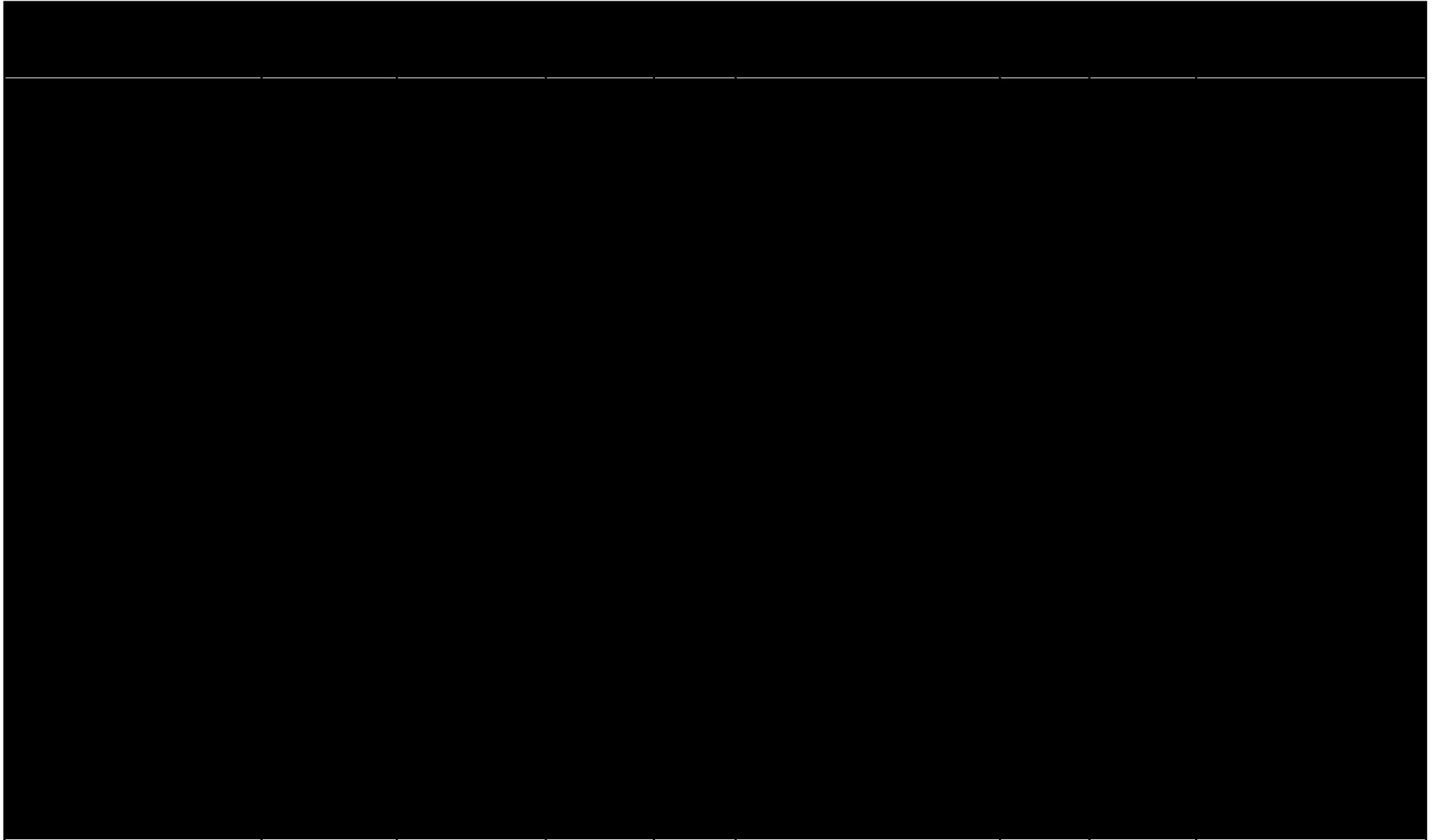




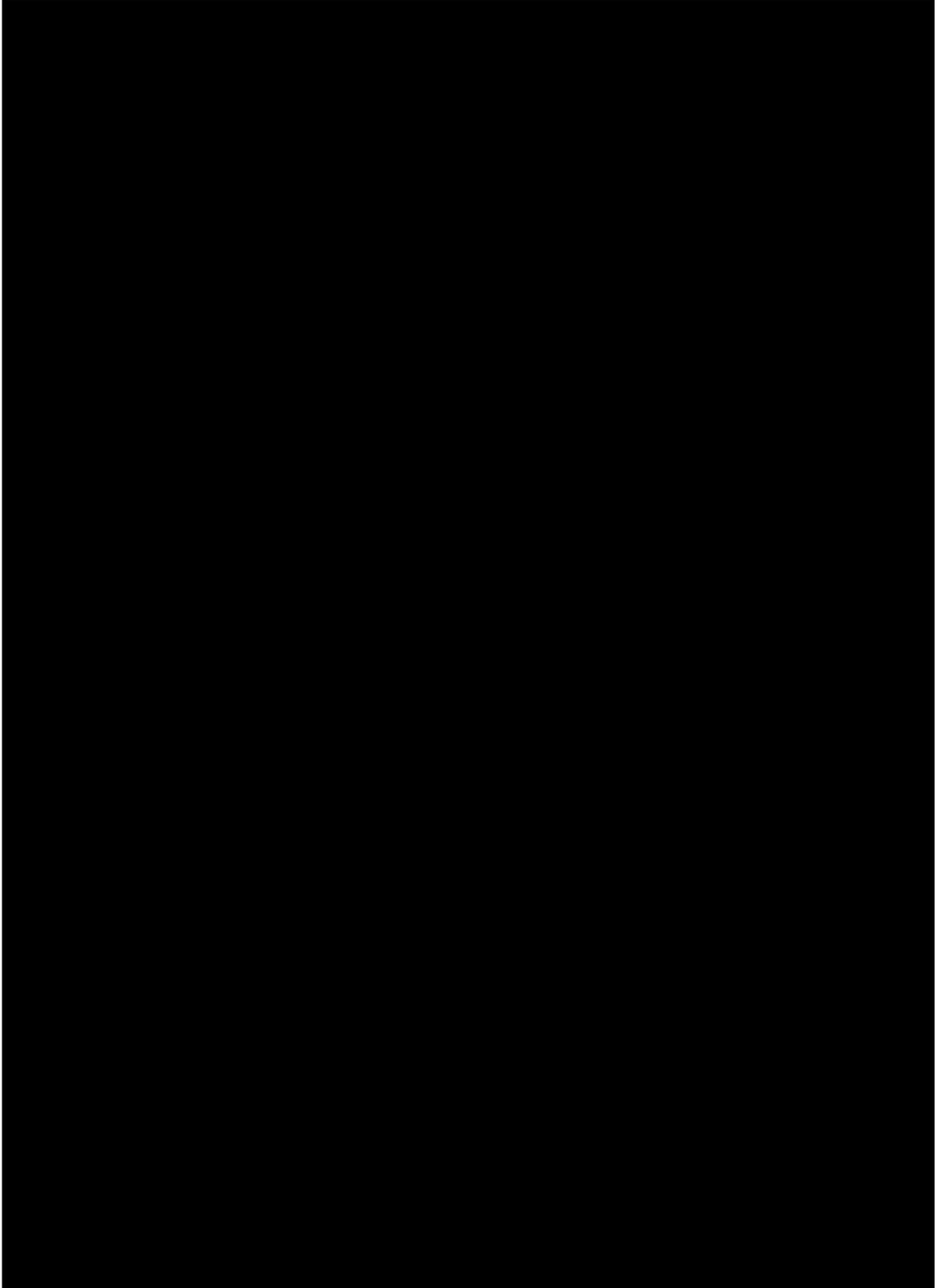


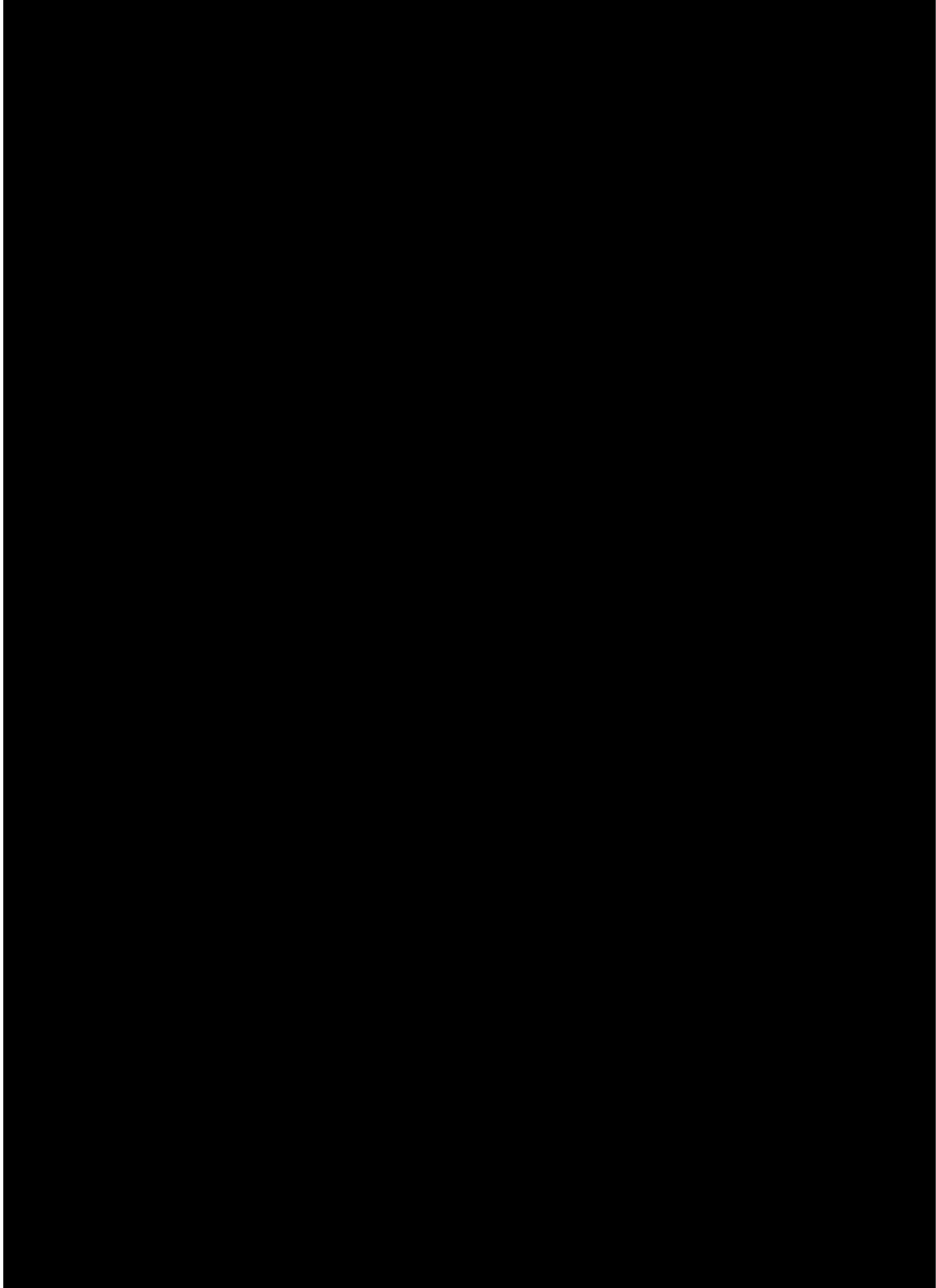


**15.8 Appendix 4  
EXISTING INTERFACE FILES**



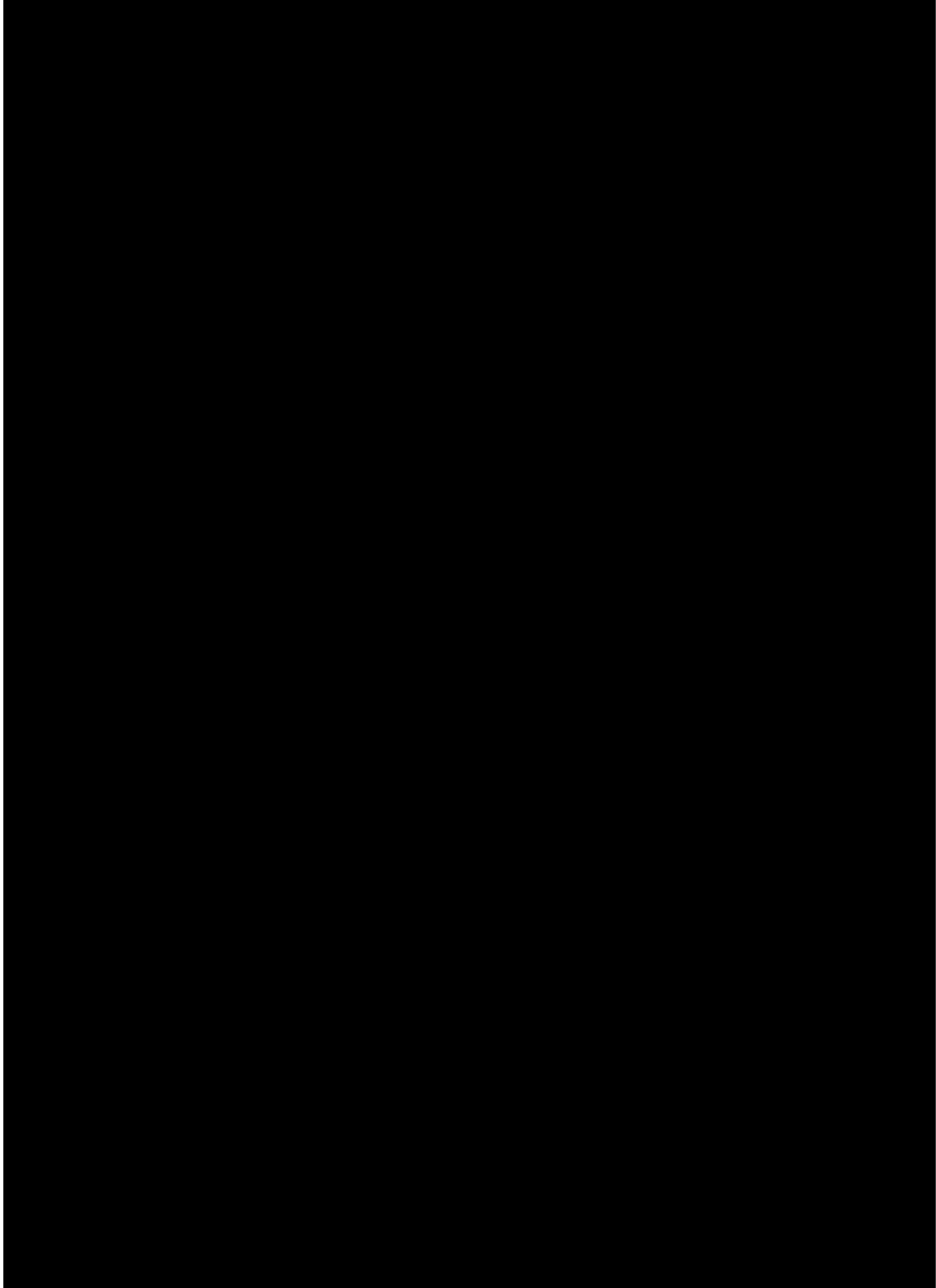
## Appendix 5 Process Maps -



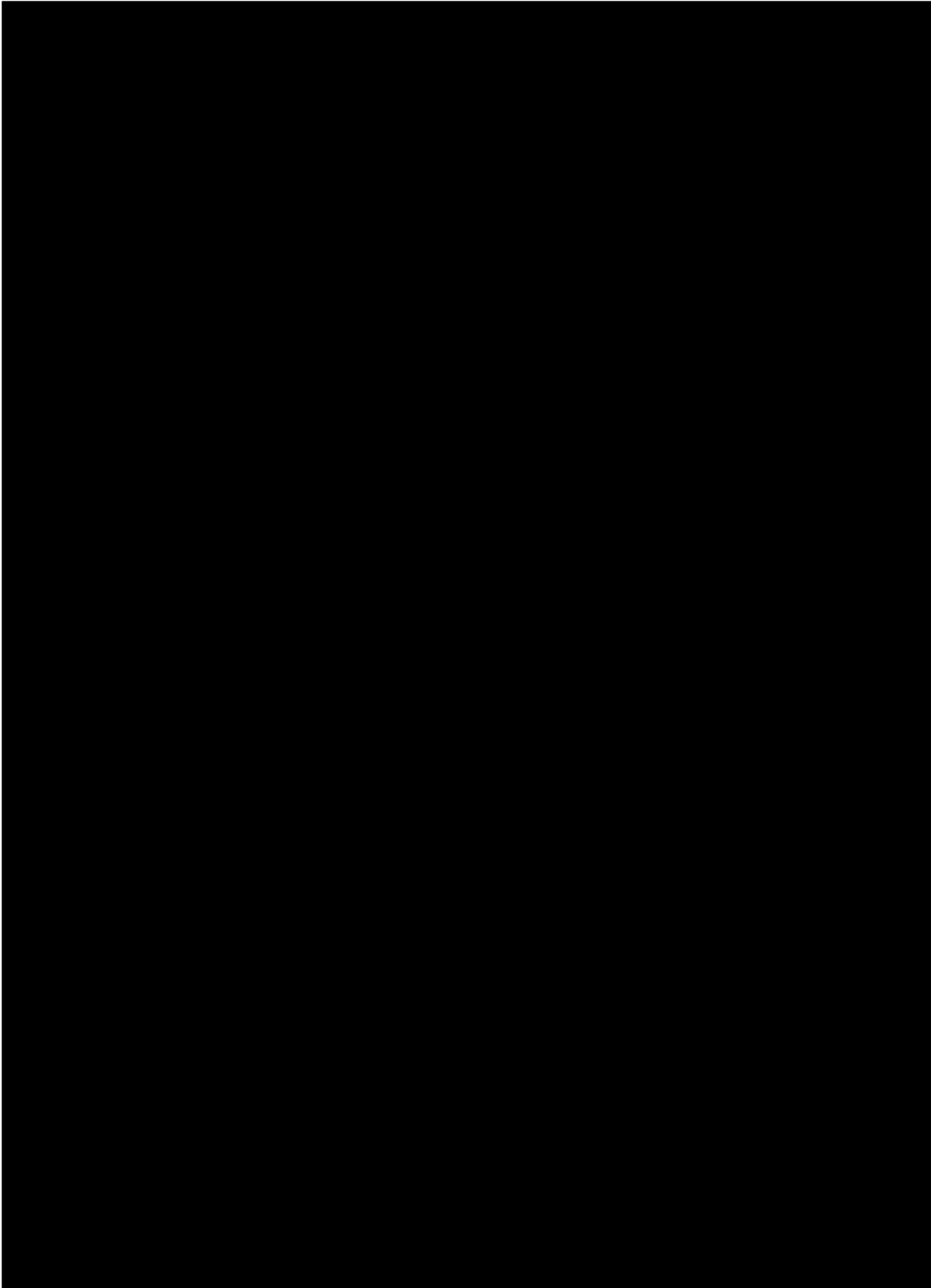


















## Schedule 1 - Services

### Annex 2 - HMCTS: Financial Transaction Processing (Middle Office) Commercial and Service Requirements Clarifications



FTP Post Tender  
Clarification 13 11 1:

**Schedule 1 - Services**

**Annex 3 - HMCTS: Financial Transaction Processing (Middle Office) Commercial and Service Requirements LIBERATA TENDER RESPONSE**

# **HMCTS Financial Transaction Processing**

*(Middle Office)*

## ***Technical Envelope***

*Qualitative Questions – GENERIC TENDER FORM*

Complete this form once and upload it to Bravo where indicated.

The qualitative element of your overall Technical response has a 60% weighting. Full details of the scoring protocols and weightings applied to responses can be found in the Instructions and Response Guidance.

<b>1 Mobilisation</b>		
<p><b>The Mobilisation element has an overall 10% weighting.</b> The weighting of each question within the Mobilisation section is noted by each question. There are 2 questions in the Mobilisation element.</p>		
<p>1.1 Provide a mobilisation plan, including details of resources for co-ordination of the mobilisation, testing plans and proposals for implementing new services.</p> <p><b>Evaluation Criteria</b> The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.</p> <p>The response shall demonstrate the changes to all services, with specific reference to the Penalty Payments, Roadside Deposits, BAR returns and Fee Accounts. There should be specific timelines for the changes to service. In addition, the response shall demonstrate:</p> <ul style="list-style-type: none"> <li>• A proposed approach and timeline for testing, including key milestones;</li> <li>• You may include your plan in the format you consider to be the most appropriate. Upload to Bravo as indicated.</li> </ul>	<p><b>Available score</b></p> <p><b>0-3</b></p>	<p><b>Weighting</b></p> <p><b>1</b></p>
<p>1.2 Provide details of the key personnel job roles with overall responsibility for the mobilisation of the service and explain how your organisation will ensure continuity if there is a personnel change or extended leave of absence. The response shall:</p> <ul style="list-style-type: none"> <li>• Demonstrate how the phasing of new services, considering the different start dates in each area (Section 15 of the Commercial and Service Specification refers) will be managed.</li> <li>• Provide detailed proposals for changes to services.</li> <li>• Provide details of job roles and responsibilities in relation to the management of the service. State the process for notifying the authority when there is a change in personnel.</li> <li>• Describe how the service will be managed and how your management team will ensure that the service meets the required standards.</li> </ul> <p><b>Evaluation Criteria</b> The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.</p> <p>The response shall demonstrate with specific reference to the Penalty Payments, Roadside Deposits and BAR returns;</p> <ul style="list-style-type: none"> <li>• Sufficiently experienced and qualified staff are employed to deliver the service to the standard required;</li> <li>• Sufficient capacity and contingency is in place to deal with changes in key personnel and an effective process for notifying the Authority;</li> </ul>	<p><b>0-3</b></p>	<p><b>1</b></p>

- A clear and effective processes for managing the service, monitoring and measuring performance and taking effective action to deal with issues in performance.

**Insert your response in the pre-set shaded space on the following page. Your response must be limited to 4 sides of A4 paper. Margins must not be altered. Arial Font size 11.**

Liberata has evaluated the Commercial and Service Requirements Specification and identified three key categories which need to be considered as part of a mobilisation plan, namely:

- The service elements which will continue without change under the new contract;
- The service elements which will continue under the new contract, but where there are additional and amended services / requirements which need to be consolidated into the service provision, this includes amendments to existing deadlines and/or turnaround standards which will need to be in place from 1 January 2019; and
- New services which will be implemented on or after 1<sup>st</sup> January 2019.

Based on this analysis Liberata has prepared a mobilisation plan as detailed in the plan which is contained in the final page of this section. This plan identifies the work required to mobilise all services both to provide continuity of service and to ensure new service elements are effectively mobilised in preparation for 1<sup>st</sup> January 2019.

Liberata has been delivering Finance and Accounting Services to the MoJ since 1998. Since 1<sup>st</sup> January 2015, under two separate G Cloud Contracts, Liberata's Business Process Automation Division has been delivering Financial Transaction and Reconciliation services to the MoJ. Liberata has consistently delivered these services to a high standard, as evidenced by our quality management and service level performance, aligned with our approach to security.

Liberata will continue to deliver all services to HMCTS from our Automation Services Division based in South Wales. Existing systems and solutions, provided as part of our G-Cloud offering, will continue to be utilised to deliver these services. Where appropriate, the mobilisation plan reflects the requirement for some elements of these solutions to be reconfigured or updated to reflect the amended requirements identified from the detail provided in the Commercial and Service Requirements Specification. Where more significant changes or new services are required, the mobilisation plan reflects a realistic implementation timeline, which includes those items that are required to be in place for 1<sup>st</sup> January 2019 together with those that will be developed in the early months of the new contract period. The plan also identifies the dependencies on HMCTS as part of this process. Should HMCTS not be able to support this plan the timescales for delivery may be impacted. Liberata will ensure any issues are identified and escalated in accordance with our programme management protocols.

The key Liberata personnel who will support mobilisation and ongoing provision of Financial Transaction Processing services for HMCTS will be:

- Head of Cardiff Operations and Developments
- Delivery Manager Operations
- Delivery Manager Developments & Systems Support
- Delivery Manager Developments & Compliance

In total this team has over fifty years' experience of delivering Finance Services to the MoJ / HMCTS, with further proficiency in the area of finance and accounting, financial systems and compliance. The breadth of experience within this senior team, together with their Team Managers, ensures that continuity of service is not dependent upon only one or two key individuals. All Liberata staff are vetted to Baseline Security Standards and those who work on services relating to Fixed Penalties also have NPPV2 clearance which is renewed every three years.

Key members of this team were instrumental in the set-up and ongoing service delivery of all services under the existing G Cloud contract, which will continue into the new contract from 1<sup>st</sup> January 2019. The methodology and ongoing management skills within this team will be utilised to support the updates to existing services together with the development and implementation of new services and innovations as

described in the requirements and this proposal. Specifically, this team was responsible for the development and implementation of services following the introduction of the Pentip system, working with HMCTS during transition from the legacy system and banking arrangements. This was managed with appropriate controls to ensure full reconciliation at each stage thereby ensuring the integrity of the accounting data during transition together with the introduction of accounting and reconciliation processes to support the ongoing business requirements. As part of this process, key members of Liberata's current leadership team worked with HMCTS to ensure that processes for Roadside Deposits were in line with legislative requirements, implementing agreed additional controls to support the integrity of this process on an ongoing basis. This team ensures that the additional requirement for NPPV2 vetting is maintained to ensure continued compliance with agreed protocols. Moreover, three members of the above team were involved in the initial design and roll-out of the BAR solution in 2009/2010, which enabled HMCTS to centralise banking and accounting arrangements for approximately 300 courts, tribunals and probate offices. As the BAR service area is a key area for innovation, this team has a detailed understanding which will aid both ongoing support of the Reform Programme together with facilitating further interim continuous improvement initiatives in this area.

Liberata's Central Government Contract Director will be the senior Liberata Executive with responsibility for this contract. [REDACTED] has extensive experience of working with Central Government departments, including MoJ, DWP, Home Office, DoH and MoD, on contracts ranging from the Airwave emergency mobile radio service, prisons education, asylum accommodation, and contingency benefit payments.

Liberata's contract, project and programme management protocols will be employed during mobilisation and will form part of the ongoing governance structures for this contract

The mobilisation plan will form the basis of the work that will be undertaken post contract award, through commencement of the new contract and extending to provide an overarching plan as new services are implemented in the early months 2019. Where new services are mobilised or go through a more significant change, these will also require a more detailed project plan, which will be managed by a project manager assigned from the Liberata Programme Management Organisation (PMO). The Liberata PMO will provide programme management expertise to support mobilisation of services through ongoing management and project reporting. Overall management of this process site under the responsibility of Liberata's Head of Business Change Delivery.

Once agreed, the plan will be baselined and this will form the basis for recording progress and will be amended and updated as appropriate whilst the project develops. Risks, assumptions, issues and dependencies will be continually reviewed and updated by the Project Manager. An actions log will also be used to record associated actions/ action owners. Any change to the project scope, areas of responsibility and milestones outlined in the approved mobilisation plan will be managed by change control authorised by a Project Board established to oversee this programme. Risks will be managed according to Liberata's risk management protocols and a RAID log will be established and maintained under this mobilisation project.

To support this process there will be a requirement for Liberata to work with key MoJ/HMCTS contacts who will be identified and confirmed as an initial key milestone within the mobilisation plan. This will ensure that the key dependencies are discussed and closed in line with the mobilisation requirements thereby facilitating delivery of the plan objectives on a timely basis.

Where there is a change to resources, these will be notified to the MoJ Commercial Team and the key HMCTS Business contacts with responsibility for the services delivered by Liberata. This notification will confirm details of Liberata's plan for transition of responsibilities to the replacement resource.

Our ISO9001 accreditation provides potential and existing customers with assurance that the organisation demonstrates strong corporate governance and operates with appropriate controls and resilience. Moreover, businesses with this accreditation demonstrate resilience, working effectively with stakeholders and supply chains with an ethos of continuous improvement. Liberata Automation Services are certified to ISO 9001:2015 with a registered scope of 'The design, development and provision of financial accounting services to customer requirements.'

Liberata's core values are predicated on the following key principles:

- To ensure that the correct work is delivered once, to the required quality level;
- That those who conduct the work understand what work is required;
- That the appropriate level of skill is applied to work;
- The required level of documentation is maintained; and
- That appropriate governance is in place to review, manage, approve and direct the work.

Senior Management have a responsibility to ensure the continuing suitability, adequacy, and effectiveness of the documented management system which underpins these values. Regular reviews are planned and conducted taking into consideration the status of actions from previous reviews, changes in external and internal issues that are relevant to the management system together with information on the performance and effectiveness of the management system, including trends in:

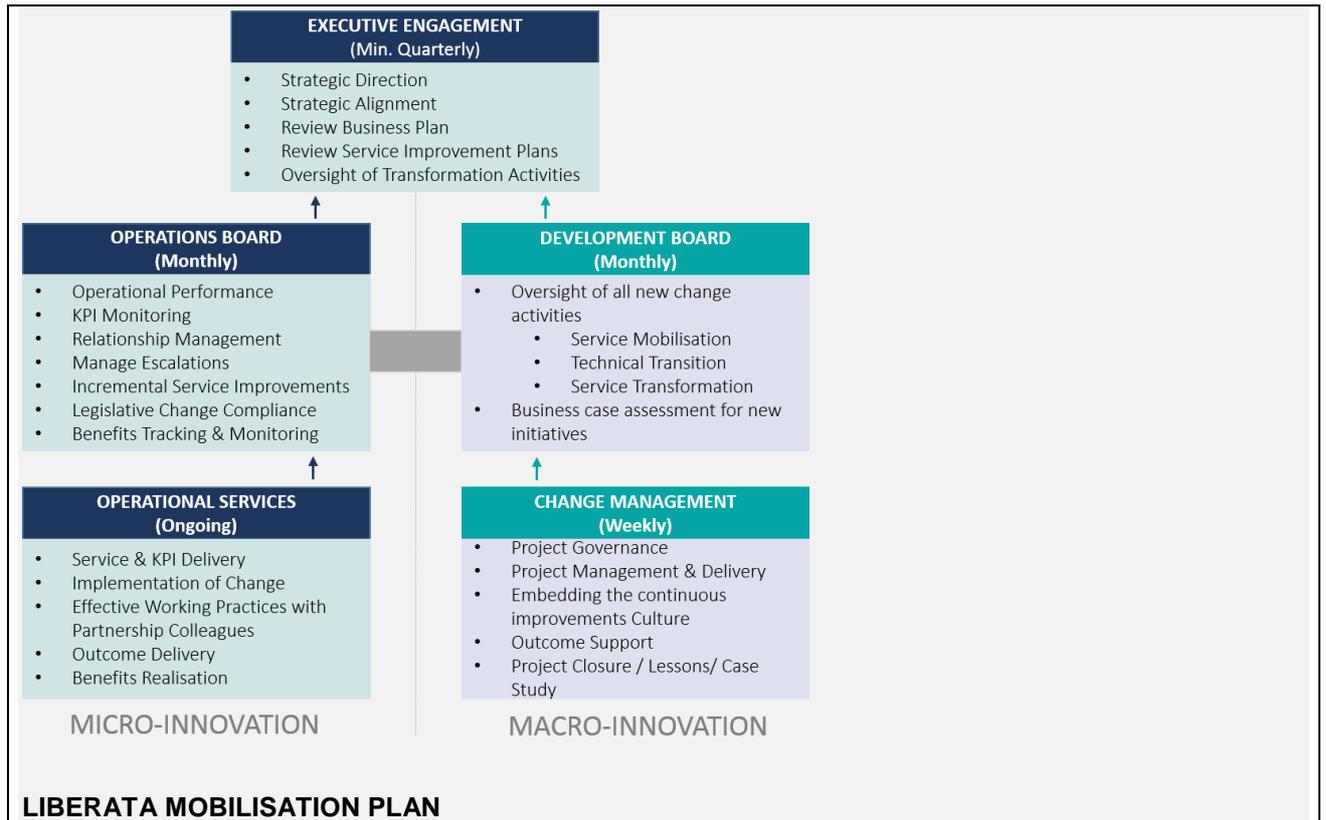
- Customer satisfaction and feedback from relevant interested parties;
- The extent to which quality objectives have been met;
- Process performance and conformity of products and services;
- Nonconformities and corrective actions;
- Monitoring and measurement results;
- Audit results (internal and external);
- The performance of external providers.

In addition, the adequacy of resources, effectiveness of actions taken to address risks and opportunities for improvement are regularly reviewed and analysed. In addition to the internal protocols in place independent assessments are conducted by an external BSI assessor in order to establish that the system demonstrates the ability to support the achievement of statutory, regulatory and contractual requirements, along with specified objectives with regards to the scope of the management standard. Liberata's controls are also subject to audit by the National Audit Office as part of the annual audit of the MoJ / HMCTS Accounts and Trust Statements.

To support the ongoing governance of the new contract, Liberata proposes the monthly Liberata Contract Review meeting in place in previous G Cloud contracts should continue under the new contract regime. The purpose of this meeting is to review the overall performance of Liberata under the contract, including escalation of issues either operational or project related. To support this process Liberata will produce a performance dashboard together with a detailed monthly report of services provided under the contract together with an update on projects and continuous improvement initiatives in progress. It is anticipated this meeting would be attended by representatives from MoJ Contracts and Commercial Teams, Senior HMCTS Representatives together with the Liberata Contract Director and Head of Cardiff Operations and Development.

Where appropriate, specific meetings will be supported to focus on key issues or initiatives both operational and project related, as appropriate. This will ensure that more detailed and focussed discussions can take place to address specific issues or service developments and to monitor progress in respect of specific Change Requests or innovation initiatives. These meetings will highlight any key risks or issues that require escalation to the monthly Contract Review meeting.

Liberata's governance approach for this contract is illustrated per the diagram below.



ID	Task Name	% Complete	Duration	Start	Finish	Predecessors	Resource Names
1	<b>Middle Office</b>		104 days	Mon 29/10/18	Mon 01/04/19		
2							
3	<b>PROJECT PLANNING</b>	0%	82.25 days	Mon 03/12/18	Mon 01/04/19		
4	Project Meetings	0%	82.25 days	Mon 03/12/18	Mon 01/04/19		Liberata, HMCTS
23	Project Documentation	0%	14 days	Mon 19/11/18	Thu 06/12/18		
24	Project Initiation Document	0%	10.5 days	Mon 19/11/18	Mon 03/12/18		
25	Develop	0%	10 days	Mon 19/11/18	Fri 30/11/18 43		Liberata
26	Approve	0%	0.5 days	Mon 03/12/18	Mon 03/12/18 25		Liberata, HMCTS
27	Project Plan	0%	11 days	Mon 19/11/18	Mon 03/12/18		
28	Develop	0%	10 days	Mon 19/11/18	Fri 30/11/18 43		Liberata
29	Approve	0%	1 day	Mon 03/12/18	Mon 03/12/18 28		Liberata, HMCTS
30	RAID Log	0%	4 days	Mon 03/12/18	Thu 06/12/18		
31	Develop	0%	3 days	Mon 03/12/18	Wed 05/12/18 46		Liberata
32	Approve	0%	1 day	Thu 06/12/18	Thu 06/12/18 31		Liberata, HMCTS
33	<b>PROJECT PLANNING Complete</b>	0%	0 days	Mon 01/04/19	Mon 01/04/19 3		
34							
35	<b>TEST PLANNING</b>	0%	48 days	Mon 03/12/18	Mon 11/02/19		
36	Liberata Test Plan	0%	5 days	Mon 03/12/18	Fri 07/12/18		
37	Develop Plan	0%	5 days	Mon 03/12/18	Fri 07/12/18 46		Liberata
38	HMCTS User Acceptance Testing Plan	0%	5 days	Tue 05/02/19	Mon 11/02/19		
39	Develop Plan	0%	5 days	Tue 05/02/19	Mon 11/02/19 99		HMCTS
40	<b>TEST PLANNING Complete</b>	0%	0 days	Mon 11/02/19	Mon 11/02/19 35		
41							
42	<b>CONTRACT</b>	0%	25 days	Mon 29/10/18	Fri 30/11/18		
43	ITT Evaluation and Contract Award	0%	15 days	Mon 29/10/18	Fri 16/11/18		HMCTS
44	Approvals and Governance	0%	10 days	Mon 19/11/18	Fri 30/11/18 43		HMCTS
45	Contract Signature	0%	0 days	Fri 30/11/18	Fri 30/11/18 44		Liberata, HMCTS
46	<b>CONTRACT Complete</b>	0%	0 days	Fri 30/11/18	Fri 30/11/18 42		
47							
48	<b>MOBILISATION</b>	0%	19 days	Mon 03/12/18	Wed 02/01/19 46		
49	KPIs	0%	19 days	Mon 03/12/18	Wed 02/01/19		
50	Meet with HMCTS to confirm final list of KPIs following responses to clarification questions	0%	5 days	Mon 03/12/18	Fri 07/12/18		Liberata, HMCTS
51	Update all reporting outputs to aligns with reportable KPIs	0%	10 days	Mon 10/12/18	Fri 21/12/18 50		Liberata
52	Deploy changes to live operations	0%	0 days	Wed 02/01/19	Wed 02/01/19 51		Liberata
53	<b>Reconfiguration of existing solutions to reflect amended turnaround standards / deadlines</b>	0%	14 days	Mon 10/12/18	Mon 31/12/18		
54	Work with MoJ to close dependencies	0%	5 days	Mon 10/12/18	Fri 14/12/18 50		Liberata
55	Define changes	0%	1 day	Mon 17/12/18	Mon 17/12/18 54		Liberata
56	Develop changes	0%	4 days	Tue 18/12/18	Fri 21/12/18 55		Liberata
57	Test changes	0%	3 days	Mon 24/12/18	Fri 28/12/18 56, 37		Liberata
58	Deploy to live operation	0%	1 day	Mon 31/12/18	Mon 31/12/18 57		Liberata
59	<b>MOBILISATION Complete</b>	0%	0 days	Wed 02/01/19	Wed 02/01/19 48		
60							
61	<b>ADDITIONAL SERVICES</b>	0%	83 days	Mon 03/12/18	Mon 01/04/19		
62	<b>UKBA Invoicing</b>	0%	28 days	Mon 03/12/18	Mon 14/01/19		
63	Specify requirements	0%	5 days	Mon 03/12/18	Fri 07/12/18 46		Liberata, HMCTS
64	Develop changes	0%	5 days	Mon 10/12/18	Fri 14/12/18 63		Liberata
65	Test Changes	0%	1 day	Mon 17/12/18	Mon 17/12/18 64, 37		Liberata
66	Deploy to live operation	0%	10 days	Tue 18/12/18	Thu 03/01/19 65		Liberata
67	First invoice produced	0%	0 days	Mon 14/01/19	Mon 14/01/19 66FS+7 day		Liberata
68	<b>New reporting of DD Customer Accounts on hold with reasons</b>	0%	20 days	Mon 03/12/18	Wed 02/01/19		
69	Specify requirements	0%	5 days	Mon 03/12/18	Fri 07/12/18 46		Liberata, HMCTS
70	Develop new report	0%	5 days	Mon 10/12/18	Fri 14/12/18 69		Liberata
71	Test new report	0%	1 day	Mon 17/12/18	Mon 17/12/18 70, 37		Liberata
72	Deploy to live operation	0%	0 days	Wed 02/01/19	Wed 02/01/19 70FS+10 da		Liberata
73	<b>PCOL customer account management on PCOL system</b>	0%	15 days	Mon 10/12/18	Wed 02/01/19		
74	Specify requirements	0%	5 days	Mon 10/12/18	Fri 14/12/18 46FS+5 day		Liberata, HMCTS
75	Agree roles and responsibilities	0%	1 day	Mon 17/12/18	Mon 17/12/18 74		Liberata, HMCTS
76	Provide liberata with access to system and training thereon	0%	4 days	Tue 18/12/18	Fri 21/12/18 75		Liberata
77	Handover responsibilities to Liberata	0%	0 days	Wed 02/01/19	Wed 02/01/19 76FS+15 day		Liberata, HMCTS
78	<b>Pre-Hearing Deposits for ET Hearings</b>	0%	20 days	Mon 03/12/18	Wed 02/01/19		
79	Specify requirements	0%	5 days	Mon 03/12/18	Fri 07/12/18 46		Liberata, HMCTS
80	Agree end to end process	0%	2 days	Mon 10/12/18	Tue 11/12/18 79		Liberata, HMCTS
81	Develop solution	0%	5 days	Mon 10/12/18	Fri 14/12/18 79		Liberata
82	Test solution	0%	1 day	Mon 17/12/18	Mon 17/12/18 81, 37		Liberata
83	Deploy to live operation	0%	0 days	Wed 02/01/19	Wed 02/01/19 81FS+10 da		Liberata
84	<b>Monthly report of chargeback data</b>	0%	15 days	Mon 10/12/18	Wed 02/01/19		
85	Confirm report distribution list	0%	4 days	Mon 10/12/18	Thu 13/12/18 46FS+5 day		Liberata, HMCTS
86	Develop report	0%	5 days	Fri 14/12/18	Thu 20/12/18 85		Liberata
87	Test report	0%	1 day	Fri 21/12/18	Fri 21/12/18 86, 37		Liberata
88	Deploy to live operation	0%	0 days	Wed 02/01/19	Wed 02/01/19 86FS+6 day		Liberata
89	<b>MI - Income, Receipts and Aged Debt Reporting for IAC Fees and BAR</b>	0%	47 days	Mon 03/12/18	Fri 08/02/19		
90	Specify requirements	0%	15 days	Mon 03/12/18	Fri 21/12/18 46		Liberata
91	Provide details of Manual BAR report composition to HMCTS	0%	1 day	Mon 31/12/18	Mon 31/12/18 90		Liberata
92	Develop changes	0%	11 days	Wed 02/01/19	Wed 16/01/19 91		Liberata
93	Test changes	0%	11 days	Thu 17/01/19	Thu 31/01/19 92, 37		Liberata
94	Deploy to live operation	0%	1 day	Fri 01/02/19	Fri 01/02/19 93		Liberata
95	First reports produced	0%	1 day	Fri 08/02/19	Fri 08/02/19 94FS+4 day		Liberata
96	<b>MI - Access to Liberata Reporting Solution for HMCTS Transactional Data</b>	0%	64 days	Wed 02/01/19	Mon 01/04/19		
97	Due diligence with HMCTS to confirm scope of requirements	0%	9 days	Wed 02/01/19	Mon 14/01/19		Liberata, HMCTS
98	Specify requirements	0%	21 days	Thu 03/01/19	Thu 31/01/19 97SS+1 day		Liberata
99	Approve specification	0%	2 days	Fri 01/02/19	Mon 04/02/19 98		HMCTS
100	Develop solution	0%	18 days	Tue 05/02/19	Thu 28/02/19 99		Liberata
101	Test solution	0%	16 days	Thu 21/02/19	Thu 14/03/19 37		Liberata
102	Client UAT solution	0%	11 days	Fri 15/03/19	Fri 29/03/19 101, 39		HMCTS
103	Deploy to live operation	0%	1 day	Mon 01/04/19	Mon 01/04/19 102		Liberata
104	<b>Helpdesk services</b>	0%	10 days	Mon 03/12/18	Fri 14/12/18		
105	Update helpdesk and support information	0%	6 days	Mon 03/12/18	Mon 10/12/18 46		Liberata
106	Deliver to HMCTS	0%	0 days	Fri 14/12/18	Fri 14/12/18 105FS+4 da		Liberata
107	<b>BAR Escalation Reports</b>	0%	19 days	Mon 10/12/18	Tue 08/01/19		
108	Analysis of requirements	0%	3 days	Mon 10/12/18	Wed 12/12/18 46FS+5 day		Liberata
109	Develop changes	0%	7 days	Thu 13/12/18	Fri 21/12/18 108		Liberata
110	Test changes	0%	4 days	Mon 24/12/18	Mon 31/12/18 109, 37		Liberata
111	Deploy to live operation	0%	1 day	Wed 02/01/19	Wed 02/01/19 110		Liberata
112	First reports produced	0%	1 day	Tue 08/01/19	Tue 08/01/19 111FS+3 da		Liberata
113	<b>ADDITIONAL SERVICES Complete</b>	0%	0 days	Mon 01/04/19	Mon 01/04/19 61		
114							
115	<b>CONTINUOUS IMPROVEMENT INITIATIVES</b>	0%	35 days	Mon 29/10/18	Fri 14/12/18		
116	Magistrates' BACS Processes - New process for secure upload of BACS files	0%	6 days	Mon 29/10/18	Mon 05/11/18		
117	Development and testing	0%	3 days	Mon 29/10/18	Wed 31/10/18 43SS		Liberata
118	Client testing	0%	2 days	Thu 01/11/18	Fri 02/11/18 117		Liberata, HMCTS
119	Implementation	0%	1 day	Mon 05/11/18	Mon 05/11/18 118		Liberata, HMCTS
120	Fee Account Redevelopment	0%	35 days	Mon 29/10/18	Fri 14/12/18		
121	Rollout	0%	35 days	Mon 29/10/18	Fri 14/12/18 43SS		Liberata, HMCTS
122	<b>CONTINUOUS IMPROVEMENT INITIATIVES Complete</b>	0%	0 days	Fri 14/12/18	Fri 14/12/18 115		

This plan is available as a Microsoft project document which can be provided by Liberata upon request.

## 2 Service Delivery

**The Service Delivery element has a 50% weighting overall.** The weighting of each question within the Service Delivery section is noted by each question. There are 4 questions in the Service Delivery element.

	Available score	Weighting
<p>2.1 Detail the approach to be adopted to deliver each of the workstreams covering the processes set out in section <b>15.1</b> Magistrates Banking Returns (of the Commercial and Service Specification). The response shall demonstrate a clear understanding of the requirements and consideration of the issues.</p> <p>The response shall cover, but not be limited to, detailing the following elements:</p> <ul style="list-style-type: none"> <li>• Identification of the range of requirements, understanding of the issues with a clear rationale and strategy to address these and to deliver all the required outputs;</li> <li>• Evidence of a clear understanding of each of the service elements. There should be a clear rationale for the chosen approach, considering practicality, quality and resourcing implications;</li> <li>• Provision of a detailed rationale that the supplier understands how services will change under Transformation and how the supplier will support the delivery of this;</li> <li>• An outline of any associated benefits and any risks or disadvantages of the proposed approach and method;</li> <li>• Existence of a process for handling of requests for information and / or queries from the Authority.</li> </ul> <p><b>Evaluation Criteria</b></p> <p>The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.</p> <p>The response shall demonstrate a clear understanding of the requirements detailed in the Commercial and Service Specification and provide a clear description of the proposed methodology. The response shall highlight the feasibility and practicality of the proposed approach. In addition, the following shall be considered:</p> <ul style="list-style-type: none"> <li>• Use of robust methodology to deliver data at the required level of quality;</li> <li>• Clear demonstration of knowledge of HMCTS;</li> <li>• Well thought out and proportionate provision of project level monitoring and evaluation throughout the delivery of the service;</li> <li>• Demonstration of knowledge and understanding of undertaking similar types of complex banking services;</li> <li>• Good communication with the Authority throughout, with early identification and resolution of any problems;</li> <li>• Suitable measures proposed to identify and address any performance failures.</li> </ul> <p><b>Insert your response in the pre-set shaded space on the following page. Your response must be limited to 4 sides of A4 paper. Margins must not be altered. Arial Font size 11.</b></p>	<p><b>0-3</b></p>	<p><b>1</b></p>

Liberata will continue to deliver services under 15.1 of the Commercial and Service Requirements Specification. All KPIs as outlined in this document will be supported with the exception of BACS file

consolidation and submission, which will be on the day of receipt for files that pass validation rather than by midday, which will be the cut-off time for submissions.

### **Magistrates Banking Returns**

For Magistrates' Banking Returns, at new contract commencement, Liberata will continue to utilise the solution in place which validates and extracts the information from the monthly ACC106 excel returns submitted via email and imports them into a Liberata system. This solution supports HMCTS' validation requirements and tracks receipt of returns to ensure that outstanding returns can be chased as appropriate. Our solution records the data reported in a database hosted in Liberata's data centre which can be accessed by approved users only via two factor authentication. This system facilitates import of both returns submitted after the required deadline together with amendments to data initially reported should amended returns be submitted by Magistrates' sites. To comply with HMCTS' requirements, an accounting journal is generated on working day 2 of each month which is checked and authorised by Liberata and subsequently submitted to SSCL for upload to the HMCTS Oracle General Ledger (SOP) prior to GL close. Where late or amended returns are received additional journal interfaces are generated to bring these transactions to account. In addition, Liberata's system generates a data file which is imported into RBS Bankline and authorised by Liberata to complete the bank transfers required based on the data notified within the Magistrates' Banking Returns. These transfers are completed within the timescales defined by HMCTS. For late and amended returns, additional bank transfer files are generated, imported and authorised as appropriate. Liberata's internal controls ensure that journals and bank transfers are reconciled back to the data reported by Magistrates' sites prior to submission and processing.

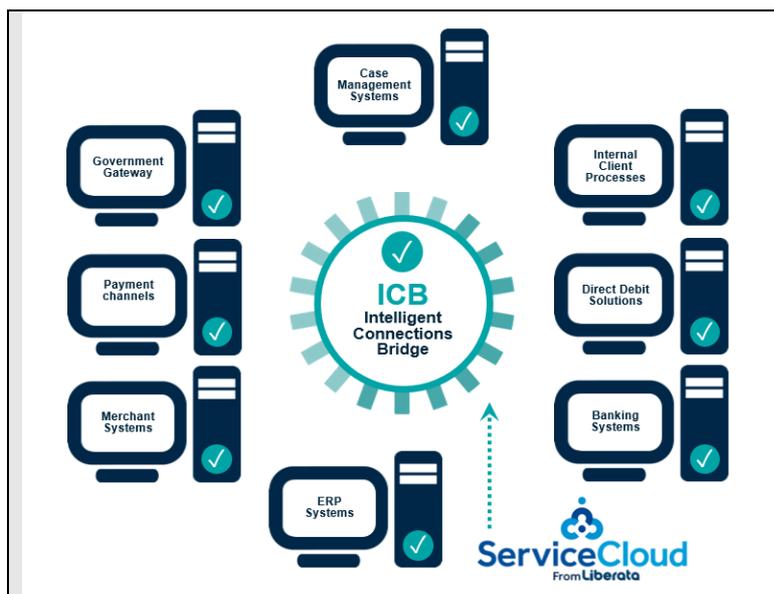
Liberata's solution also supports the quarterly process for submission, validation and reconciliation of A2 returns. At the end of each quarter, returns are submitted via email to Liberata and we validate and track receipt of returns to ensure that outstanding returns can be chased as appropriate. The data from the returns is uploaded into the database prior to further reconciliation and validation routines being initiated. As with the monthly return process, this solution facilitates import of both returns submitted after the required deadline together with amendments to data initially reported should amended returns be submitted by Magistrates' sites. To comply with HMCTS requirements once returns are loaded into the system the quarterly return data reported is reconciled, at line level, with the sum of the three monthly returns for the same quarter. Should anomalies be identified, these are referred back to the reporting site for resolution and Liberata will liaise on any reconciling differences until resolved. Where a site has reported payments from central funds in excess of £200,000 Liberata will refer and seek approval from HMCTS prior to confirming the reconciliation for these sites is complete. Once reconciled, Liberata will generate an accounting journal which is checked and authorised by Liberata and subsequently submitted to SSCL for upload to the HMCTS Oracle General Ledger (SOP). Where late or amended returns are received the additional journal interfaces are generated to bring these transactions to account.

Liberata's internal controls ensure that journals and bank transfers are reconciled back to the data reported by Magistrates' sites prior to submission and processing. All data is further reconciled as part of the daily and monthly reconciliation processes for the HMCTS Trust ledger and bank accounts.

Liberata has previously investigated options for transforming this service. This could initially be achieved by streamlining the processes for submission of data to Liberata in the ACC106 and A2 returns required to support the enforcement accounting processes. This transformation could be achieved through the removal of the excel returns currently completed by HMCTS staff by providing Liberata with access to Libra reports from which the accounting data could be compiled. In addition to the benefit that would be gained from the removal of this manual process, previous analysis suggested that access to Libra reports might facilitate identification of all accounting transactions required for the Trust Statement on a monthly basis, removing the requirement for quarterly adjustments to be processed.

Liberata proposes this be managed as a service improvement initiative which could commence as a proof of concept, during which time the method and format of delivery of this data from Libra could be explored. It would potentially be appropriate to increment changes in this area as part of an ongoing service improvement initiative as electronic integration of accounting and banking data feeds might be more feasible as HMCTS develops and enhances its own systems in the enforcement arena.

In respect of the centralisation of cheque payments for Magistrates' sites, Liberata would be pleased to work with HMCTS to explore how this could be achieved. Liberata currently receives cheque payment requests in various formats from HMCTS and Liberata's integration and data transformation solutions, as detailed in the below diagram, could be utilised to support this initiative. Liberata will work with HMCTS and their IT service providers to determine the format and content of data to facilitate this process, which will include confirmation of how the transfer of data can be best achieved in accordance with Liberata and MoJ security protocols.



Liberata's Intelligent Connections Bridge enables continued utilisation of existing business solutions by forming a secure connection with all systems HMCTS use. This would enable HMCTS to automate financial services and simplify processes as if everything was part of the same system. By avoiding costly integrations, HMCTS can also remove unnecessary manual intervention, reduce errors and speed-up processes. And should any of HMCTS' systems go down, the bridge stays up, meaning your other systems can continue

To achieve this objective we would utilise our secure cheque printing facility the benefit of which would both reduce cost for HMCTS by removing the requirement for HMCTS to maintain cheque printers in multiple locations and procuring pre-printed stationery for each site. The use of Liberata's secure cheque printing facility would also introduce greater protection in respect of cheque fraud. In order to ensure that local bank reconciliation processes are not disrupted, Liberata would work with HMCTS to develop and implement a solution which supports the necessary processes to ensure that local controls and reconciliations are not disrupted by the centralisation of cheque payments.

As HMCTS continues to develop its enforcement systems, Liberata will be able to ensure continuity of service in this area through utilisation of Liberata's automated solutions to support centralised receipting and payments, reconciliations and generation of accounting interfaces to the HMCTS Oracle System (SOP). This would remove the requirement for HMCTS to invest in solutions that may not align with strategic objective.

Liberata's previous experience of supporting the migration of Fixed Penalty Offices to the Pentip system, specifically in respect of the review of local reconciliations and support for resolution of outstanding items therein to support closure of local bank accounts and the move to centralisation of banking and accounting arrangements could be utilised to support consolidation of Libra databases. This initiative could be supported via the Change Management Process which will be in place under the new contract.

#### **Magistrates' BACS Payments**

The Magistrates' BACS payments service provides a solution to validate and consolidate BACS payment requests for all Magistrates' sites on a daily basis in order for these payments to be issued via the Liberata BACS Bureau. Under the current and previous contracts for this service, BACS files have been submitted to a secure Liberata email account from an authorised sender account. Upon receipt of the BACS payment request file, Liberata validates all requests received by the midday cut-off time and those requests which pass validation in accordance with agreed control checks are consolidated into a single BACS payment file. These consolidated file totals are output and reconciled to control totals generated from individual files received to ensure that all payments have been included in the BACS submission file. This file is automatically transferred from Liberata's BACS solution to the BACS Bureau software. Authorisation and transmission of the file to BACS is only completed at the point the reconciliation control sheet is provided to the BACS Bureau authoriser. These actions are completed on the day the requests are received. Confirmation is issued to the Magistrates' accounting centre to confirm the BACS payments have been successfully processed.

Requests that fail validation are rejected back to the submitter with details of the reason for rejection.

Requests that are submitted after the midday deadline are processed on the next working day.

BACS payments processed are issued from the HMCTS Centralised Business Account managed by Liberata. On the day the BACS payments are debited to this bank account Liberata will process an Inter-Account Transfer (IAT) or CHAPS / Faster Payment to debit the appropriate accounting centre's bank account with the value of the BACS file. On the same day an accounting journal will be raised and authorised to bring these transfer transactions to account. The journal is submitted to SSCL for processing. Liberata will download BACS processing reports and complete a daily bank reconciliation to identify BACS

rejections. These rejections are notified to the appropriate Magistrates' site when confirmed. In addition, Liberata will raise an IAT or Faster Payment to refund each Magistrates' accounting centre's bank account with the individual rejection transactions and will raise, approve and submit an accounting journal to SSCL for processing in respect of these transactions. Liberata's review of BACS reports includes a process to identify account switch information which needs to be updated in HMCTS' systems to ensure that future payments are directed to the correct bank account. Liberata matches the data in the BACS reports to the appropriate BACS payment transaction in order to notify the appropriate accounting centres where payment details need to be updated. This information is provided within one working day of receipt of the notification from BACS.

All transactions relating to the BACS payment service are reconciled as part of the daily and monthly reconciliation processes for the HMCTS bank accounts. Any outstanding items identified through this reconciliation process are investigated and resolved in accordance with the reconciliation protocols which underpin Liberata's services to HMCTS.

Liberata has recently proposed and agreed a process improvement with HMCTS for submission of BACS payment requests. Currently Magistrates' accounting centres submit payment files via email and include in the email various data elements which support the validation of files received. Liberata has agreed with HMCTS that, from week commencing 5<sup>th</sup> November 2018, a portal will be provided to enable Magistrates' accounting centres the facility to upload the BACS files direct to Liberata. This solution will be made available to nominated users at each site with access enabled via dual authentication. This solution will link the user to the submitting site, which means that the amount of data which needs to be provided will be significantly reduced compared with the more manual email process.

There are further opportunities which could be explored to further transform this process via extraction and transfer the data direct from the Libra system to avoid any manual intervention at Magistrates' sites.

Liberata has previously engaged with HMCTS and their IT service providers to discuss this option and would be pleased to re-commence discussions in this area.

#### **Cash Management Systems**

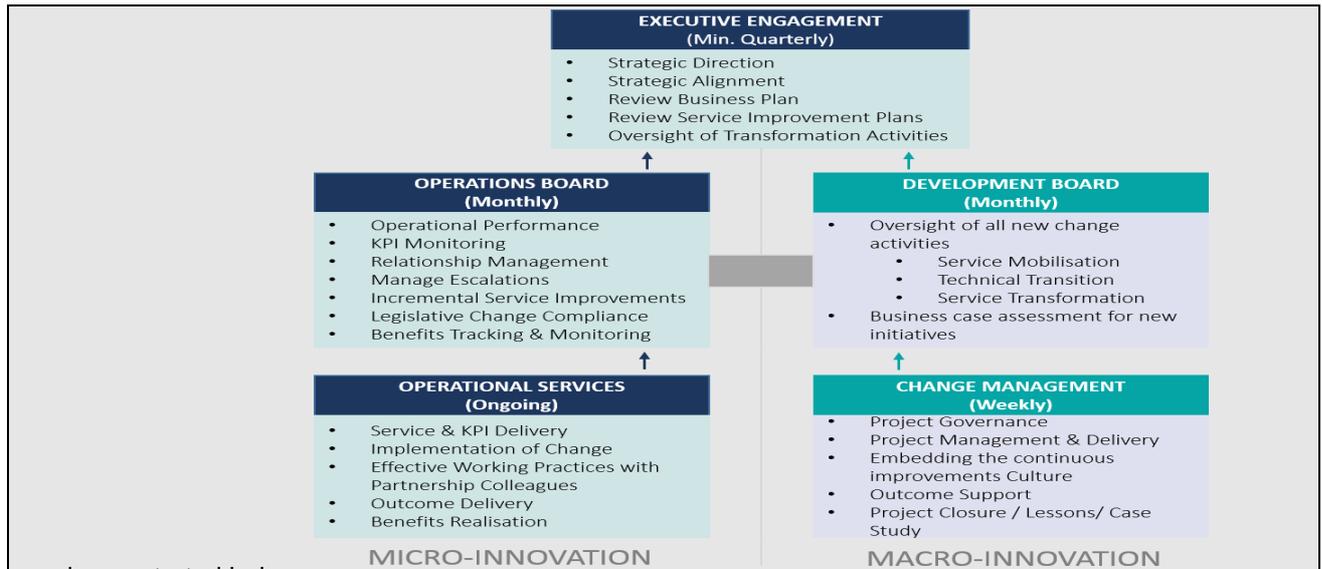
Liberata currently provides the Magistrates' accounting site local bank accounts, with the exception of the bank account for the Aged Debt Unit, via a commercial contract with RBS. In order to comply with Treasury requirements for the management of balances in commercial bank accounts, Liberata forecasts the cleared balance in the group of commercial accounts, managed under a group offset arrangement, on a daily basis and transfers from the commercial account to the main Trust bank account (or vice versa if the commercial account are expected to have a net overdrawn position) in order to minimise the balance of funds held outside the exchequer pyramid overnight. Liberata raises, authorises and submits GL journals to SSCL for processing to bring these transactions to account. The main Trust bank account and the centralised business bank account (commercial account) are reconciled on a daily basis.

In addition, at the end of each month, Liberata completes an analysis of funds held in the HMCTS bank accounts in order to differentiate between third party and Trust balances. All appropriate adjustments and accounting entries are brought to account within the appropriate GL period.

All services delivered will be subject to the management system protocols articulated under Section 1.

These detail the internal governance controls employed to monitor and constantly evaluation performance against the service requirements of contracts managed in the Cardiff Office. Internal protocols are in place at identified control points within each service to ensure that processing is to the expected quality and volume levels. Where issues are identified, alerts are generated both internally and to the client as required so that they can be addressed in a proactive manner to ensure the continued delivery of services within agreed timescales and to the required quality level. Internal audits of processes, system access, knowledge, security and of the management system itself are undertaken to support the Senior Management reviews, ensure compliance and identify any areas for improvement. Management system policies and procedures are documented, maintained and are available to staff and identified interested parties as required. Process and reference documentation is maintained and updated for each service being delivered.

Liberata's overarching governance approach will underpin the services to be delivered under this contract,



as demonstrated below.

On a monthly basis Liberata will provide a report, detailing performance and metrics relating to these services, including performance against KPIs. This will also include details of any issues identified both as part of Liberata services and in the end to end process, although significant issues will always be reported to HMCTS when identified and escalated as appropriate to ensure minimal impact to services delivered. Liberata provides a helpdesk to support query management for all services provided. Calls can be logged via telephone or email. There is also provision for ad-hoc requests to be submitted via email, should there be a requirement for provision of information in respect of services delivered. Where there is a requirement for provision of new data or management information on an ongoing basis this is managed through the standard contractual change request process.

Many of the services provided by Liberata have dependencies on other HMCTS service providers, where there are issues with inputs from these organisations Liberata will identify and escalate issues to HMCTS as appropriate. Where these issues impact Liberata's KPIs it is assumed that the clock will stop until the issue is resolved and should the issue remain unresolved for a significant timescale Liberata will agree the recovery timescales for services with HMCTS on a case by case basis. Key dependencies will be with SSCL for provision of access to SOP to upload data and generate reports, CGI for various file transfer data feeds, Banking and Merchant service providers, together with Gov.UK Pay. Wherever possible Liberata develops solutions that minimise the impact issues that arise, but this cannot be entirely negated due to the nature of the transactional processes supported.

**2 Service Delivery continued**

**The Service Delivery element has a 50% weighting overall.** The weighting of each question within the Service Delivery section is noted by each question. There are 4 questions in the Service Delivery element.

2.2 Detail the approached to be adopted to deliver each of the workstreams covering the processes set out in section 15.2 Services currently unaffected by	<b>Available score</b>	<b>Weighting</b>
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<p>Reform (of the Commercial and Service Specification). The response shall demonstrate a clear understanding of the requirements and consideration of the issues.</p> <p>The response shall cover, but not be limited to, detailing the following elements:</p> <ul style="list-style-type: none"> <li>• Identification of the range of requirements, understanding of the issues with a clear rationale and strategy to address these and to deliver all the required outputs;</li> <li>• Evidence of a clear understanding of each of the service elements. There should be a clear rationale for the chosen approach, considering practicality, quality and resourcing implications;</li> <li>• Provide a detailed rationale that the supplier understands how services will change under Transformation and how the supplier will support the delivery of this;</li> <li>• An outline of any associated benefits and any risks or disadvantages of the proposed approach and method;</li> <li>• Process for handling of requests for information and / or queries from the Authority.</li> </ul> <p><b>Evaluation Criteria</b></p> <p>The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.</p> <p>The response shall demonstrate a clear understanding of the requirements detailed in the Commercial and Service Specification and provide a clear description of the proposed methodology. The response shall highlight the feasibility and practicality of the proposed approach. In addition, the following shall be considered:</p> <ul style="list-style-type: none"> <li>• Use of robust methodology to deliver data at the required level of quality;</li> <li>• Clear demonstration of knowledge of HMCTS;</li> <li>• Well thought out and proportionate provision of project level monitoring and evaluation throughout the delivery of the service;</li> <li>• Demonstrate knowledge and understanding of carrying out similar types of banking services;</li> <li>• Good communication with the Authority throughout, with early identification and resolution of any problems;</li> <li>• Suitable measures proposed to identify and address any performance failures.</li> </ul> <p><b>Insert your response in the pre-set shaded space on the following page. Your response must be limited to 8 sides of A4 paper. Margins must not be altered. Arial Font size 11.</b></p>	<p><b>0-3</b></p>	<p><b>1</b></p>
<p>From 1<sup>st</sup> January 2019 Liberata will continue to deliver the following services:</p> <ul style="list-style-type: none"> <li>• Bail</li> <li>• Penalty Payments</li> <li>• Roadside Deposits</li> <li>• Magistrates' domestic and foreign payments and drafts</li> <li>• UK Border Agency (UKBA) cost awards</li> <li>• Centralised attachment of earnings payment system (CAPS).</li> </ul> <p>Liberata recognises that these services are currently unaffected by Reform, although some of the requirements as detailed in the Commercial and Service Requirements Specification detail some minor changes compared with the current service provision. On this basis Liberata has identified these changes in the narrative below and have incorporated these items into the mobilisation plan provided in Section 1 of this response.</p> <p>All KPIs as outlined in the Commercial and Service Requirements Specification will be supported.</p>		

Amendments to existing turnaround standards will form part of the mobilisation plan to ensure full adherence to these KPIs by 1<sup>st</sup> January 2019.

### **Bail**

Liberata will continue to deliver bail services in accordance with HMCTS' requirements. This service has not significantly changed since first introduced in 2005 and is a key candidate for re-engineering which will be explored in further detail under section 3 of this response.

Liberata's bail service comprises validation of bail notifications supplied by Courts, which in addition to the validation of mandatory information for the purposes of managing the case, also ensure compliance with bank KYC checks to facilitate creation of a virtual interest bearing bank account in the name of deposits, together with HM Treasury control checks. Liberata's control checks include matching of deposit notifications with receipts into the one of the Bail Bank Accounts. Where validation issues are identified, forms are rejected back to the originator. However, in the case of validated deposits which fail KYC checks Liberata is unable to set-up the virtual bank account for the depositor, therefore the originator of the deposit form will be advised and funds will be placed in a HMCTS interest bearing account pending provision of additional data to satisfy KYC checks or notification of release or forfeiture of the deposit. Virtual bank accounts are created, on the RBS Client Monies System, by Liberata on the day the deposit is validated, subject to receipt of the appropriate paperwork by 1pm.

All deposits received are tracked and case histories retained. This includes deposits for IAC Glasgow.

Upon receipt of a Bail release or forfeiture instruction from HMCTS, Liberata will validate the request and resolve any issues with the originator prior to releasing funds. Where there is a full or partial release to the depositor, Liberata will provide a statement detailing the interest accrued on the deposit as part of the paperwork issued in support of the release payment. Bail forfeitures are transferred to the HMCTS Trust bank account or the Sherriff's Court in Glasgow for IAC cases.

Bail deposits and releases are brought to account via GL Journal. Journals are raised, approved and submitted to SSCL for processing on the day the bail deposit is validated and subsequently released. All bail deposits held are tracked and a reconciliation of the deposits and accrued interest thereon is completed and provided to HMCTS on a monthly basis. Daily bank reconciliations for bail accounts and CMS are completed. Monthly reconciliations are provided to HMCTS. Where a deposit is received and cannot be matched with a deposit notification form, Liberata will escalate to the appropriate HMCTS site(s) to facilitate creation of the bail deposit case.

Liberata currently provides a weekly bail escalation report, which will be updated to include IAC bail should any deposits fall into this category from January 2019.

Since 2018 Liberata has also managed the process for Immigration Tribunal financial condition bail orders. This requires Liberata to track cases from Immigration Tribunals upon receipt of a valid form from HMCTS and notify HMCTS if deposits have not been received. Liberata also provides a weekly escalation report of outstanding deposits. Upon receipt of the deposit, Liberata will match with the notification and validate and subsequently CFER the deposit (or transfer to MoJ in accordance with the requirements of spending settlements). All actions in respect of these deposits are tracked and brought to account, via GL journal, consistent with the process for standard bail deposits and forfeitures. Daily reconciliations are completed for the bank account into which these deposits are paid. Monthly reconciliations are provided to HMCTS. All Immigration financial condition bail orders held are reconciled to GL balances.

### **Penalty Payments**

Liberata will continue to deliver services to support Fixed Penalty processing in accordance with HMCTS' requirements. Liberata has developed automated routines consistent with the integration and data transformation solutions contained within our G Cloud service offering to validate and reconcile reports downloaded from the Pentip System. Our solutions support the management and processing of transactions which are reconciled, the outputs of these reconciliations delivering accounting interfaces together with further ongoing processing as appropriate based on the transaction type. Liberata's solution generates GL journals which are authorised and submitted to SSCL for processing on the day of receipt of validated reports from the Pentip System. Following the initial high level reconciliation of Pentip reports data is loaded to Liberata's automated reconciliation solution, together with data feeds from the bank and merchant

provider to support daily bank, Dr/Cr card and receipting reconciliations. Any issues arising from these reconciliations are notified and escalated in accordance with agreed procedures consistent with the service specification. Electronic and Allpay receipts for Pentip transactions are notified to the appropriate Fixed Penalty Office in order that they can be reflected on the Pentip system on a timely basis. Exception transactions such as unpaid cheques and Chargebacks are reflected on the Pentip system by Liberata on the day they are notified.

Liberata's automated reconciliation solution supports the management and escalation of all discrepancies that arise, including banking discrepancies, Dr/Cr card discrepancies and payment exceptions, including time expired cheques.

Approved refund and repayment requests downloaded from the Pentip system are enhanced to facilitate refund by Dr/Cr card and refunds. Payments are issued via Dr/Cr card, BACS and cheque. Dr/Cr card refunds and BACS rejections are automatically reissued by cheque on the next available payment run. Positive pay files are uploaded to RBS on the day cheque payments are issued. Payment exceptions and technical referrals are managed on the day they are notified to Liberata. Accounting entries are generated for all payments and payment exceptions on the day the transaction is generated or notified. All refunds and repayments are reconciled back to control totals within the Pentip System, together with full reconciliations of all Pentip balance sheet accounts that form part of the HMCTS Trust ledger. Liberata produces an ad-hoc report on a daily basis to identify any non-compliant accounting transactions, which are then investigated and resolved.

Currently Liberata escalates all un-reconciled items on a weekly basis each Friday. Under the requirements of the new contract there is a requirement to escalate all un-reconciled items within three working days. Liberata will make the required amendment to existing reconciliation processes to ensure that this new requirement is implemented by 1<sup>st</sup> January 2019.

Liberata provides a range of Management Information to support the Trust Accounting Team at HMCTS, as detailed in the specification of services.

### **Roadside Deposits**

Liberata will continue to deliver services to support the management of both Summons and Standard Roadside Deposits in accordance with HMCTS requirements.

The validated Summons Roadside Deposit report generated from the Pentip daily processing is utilised to set-up deposits. An ad-hoc report from HMCTS detailing standard Roadside Deposits is also reviewed to validate deposits prior to set-up. Pentip is checked to ensure that the notice has been receipted and that funds are available prior to the creation of deposits, un-receipted notices are escalated to HMCTS for confirmation of the action required.

Validated Roadside Deposits are set-up and logged and funds are transferred to the deposit account and the interest rate set in Liberata's system in accordance with legislative requirements. All deposits are tracked within Liberata's systems retaining case histories together with key data required to support the subsequent release and interest calculation as appropriate.

Upon receipt of either a notification of the outcome of the case from the appropriate Magistrate's Court or a release form, Liberata will validate the information received and take action to refund the deposit in full to the depositor with a statement of the interest calculated and paid upon release, or release the deposit in full to the Court in settlement of the fine imposed or release part to the Court and part to the depositor, as appropriate to each case.

All bank transfers, payments and other adjustments are brought to account via GL journal, which is raised and approved by Liberata prior to submission to SSCL to process.

Liberata reconciles the Roadside Deposits bank account on a daily basis. The end of month bank reconciliation is submitted to HMCTS on a monthly basis, together with a monthly reconciliation of all deposits held.

### **Magistrates' Payments**

Liberata will continue to deliver the same day Magistrates' payments services to support issue of ad-hoc electronic payments, both domestic and foreign.

Liberata has developed an electronic form which is used by Magistrates' sites to request electronic payments. This form was developed in conjunction with HMCTS and there is some integration with Magistrates' local systems to minimise keying into the form. Requests are submitted via secure email and validated to ensure that they are authorised in accordance with HMCTS requirements. All validated requests received by midday each working day are processed on the day of receipt. As with the Magistrates' BACS service, payments are issued from the Centralised Business Account and bank transfers are initiated by Liberata to debit the appropriate Magistrates' local bank account to support their reconciliation processes. These transfers are processed on the day of payment issue for sterling payments and on the day the sterling equivalent of foreign payments is confirmed by the bank for non-sterling payments.

All bank transfers processed are brought to account via GL journal on the day the payment is processed, or in the case of foreign payments on the day the sterling amount and associated charges are confirmed. Journals are raised, approved and submitted to SSCL for processing.

Liberata reconciles the bank account from which payments are issued on a daily basis. Any payment exceptions identified as part of the reconciliation process are notified to the appropriate Magistrates' site and the relevant transfers and accounting entries are generated to reflect these exceptions.

There is a transformation opportunity in respect of the centralisation of cheque payments for Maintenance payments, Liberata would be pleased to work with HMCTS to explore how this could be achieved. Liberata currently receives cheque payment requests in various formats from HMCTS and Liberata's integration and data transformation solutions, as detailed in the diagram provided in section 2.1 of this response, could be utilised to support this initiative. Liberata will work with HMCTS and their IT service providers to determine the format and content of data to facilitate this process, which will include confirmation of how the transfer of data can be best achieved in accordance with Liberata and MoJ security protocols.

To achieve this objective we would utilise our secure cheque printing facility which would both reduce cost for HMCTS as it would remove the requirement for HMCTS to maintain cheque printers in multiple locations and procure pre-printed stationery for each site. The use of Liberata's secure cheque printing facility would also introduce greater protection in respect of cheque fraud. In order to ensure that local bank reconciliation processes are not disrupted, Liberata would work with HMCTS to develop and implement a solution which supports the necessary processes to ensure that local controls and reconciliations are not disrupted by the centralisation of cheque payments.

As HMCTS continues to develop its enforcement systems, Liberata will be able to ensure continuity of service in this area, without the necessity for HMCTS to invest in payment solutions if this is not part of their overall strategic objective.

### **UKBA Cost Awards**

Liberata will continue to deliver UKBA cost award service to HMCTS, utilising data held in Liberata solutions for IAC fees to support the validation of these requests. As confirmed via clarification question process Liberata notes the KPIs in this section will be updated to reflect there is no requirement for changes to the turnaround times for payments.

Liberata will continue to accept the existing request form from UKBA where cost awards are granted as an outcome of an Asylum or Immigration Appeal. Currently the requests are validated against data held by Liberata within our automated reconciliation system and in exceptional circumstances referrals are made to IAC fees teams to check cases on ARIA as part of this validation process. The current turnaround standard is that all payment requests are validated and for payment requests that pass validation the payment is processed or initiated within five working days of receipt of the request. This will continue under the new contractual arrangements from 1 January 2019.

UKBA submit cost award requests by close of business each Thursday. The file is initially validated to ensure completeness and adherence to the file schema. The automated validation process for UKBA cost awards is subsequently run out of hours, given the complexity of this process and the requirement for no

updates to be processed within the IAC Fees system whilst this validation routine is running. This process will continue to run in accordance with the current timetable i.e. on a Saturday morning, when no other routines are running on the IAC reconciliation, which is not the case during the working week.

Validation failures will continue to be notified within one working day of completion of this validation process.

Where the original fee was paid by card, Liberata will attempt to process the payment back to the card on which the fee was paid by close of business on the next working day following validation of the cost award request. Where the original fee was paid via bank transfer, Liberata will generate the letter to the appellant requesting bank details in order for the cost award to be paid. This letter will be issued on the next working day following validation of cost award request. Where referrals have to be made to IAC Fees, the case will be updated to progress to the next appropriate payment action within one working day of receipt of the response from HMCTS. Where a card payment fails, Liberata will initiate the request to the appellant for bank details on the day the card payment reject is confirmed.

Payments will be issued by bank transfer at the point the appellant confirms the required information to facilitate payment. Cases awaiting information will be managed and tracked through Liberata's UKBA solution.

All payments issued will be brought to account, via GL journal on the day the payment is issued. Payments are posted to a debtor account in the HMCTS balance sheet which is reconciled by Liberata. The Bank account through which these payments are issued will be reconciled on a daily basis and a month-end reconciliation provided to HMCTS.

Liberata also notes the requirement for Liberata to invoice UKBA for the cost awards paid in the month. Liberata will liaise with HMCTS, as part of the mobilisation plan, to implement the processes required to support this additional service with effect from 1<sup>st</sup> January 2019.

Liberata will continue to liaise with UKBA to resolve queries in accordance with existing processes. Existing exception processes for the update of appellant details will also continue to be supported.

### **CAPS**

Liberata will continue to deliver the payments service for CAPS transactions as defined in the Commercial and Service Requirements Specification.

CAPS interface files are securely transferred (SFTP) to Liberata on a daily basis for Maintenance Payments and a Weekly basis for Judgements. Liberata will validate all files received each day and will reject any files that fail validation, notifying CGI and CAPS of any rejection failures.

Validated payment requests are loaded to Liberata's payment system and brought to account on the day the interface file is received. These transactions are posted to a payment control account, which is reconciled by Liberata pending processing of the payment run. The accounting transactions are raised and approved by means of a reconciliation back to an interface control total generated from Liberata's payment system prior to submission of the journal to SSCL for processing. Journals are submitted on the day the validated file is received and processed into Liberata's payment system.

Liberata provides a solution for CAPS to confirm unique codes for regular suppliers to support consolidation of payments and issue of payments via BACS. Liberata's payment solution references the regular payee standing data held to ensure the payee information is enhanced to generate BACS payment outputs for payees where bank details are held and cheque totals are consolidated for regular payees in the database based on their unique coded party code. Payment runs are completed in accordance with the timetable agreed with CAPS. BACS payments are processed through Liberata's BACS Bureau and cheque payments through Liberata's secure cheque printing solution. Remittance advices are provided for all payments. BACS payees receive an electronic remittance, with paper remittances being produced for cheques issued.

When payments are issued Liberata's payment solution generates a GL journal which is authorised and submitted to SSCL for processing to clear the payments from the payment control creditor account in GL and bring the bank entries to account. Daily bank reconciliations are completed for the bank account from which these payments are issued and all reconciliation exceptions are managed through standard Liberata exceptions management processes. Liberata reviews BACS exceptions reports together with funds returned to the HMCTS bank account in order to identify rejected payments which are subsequently reissued by cheque. These exceptions will be notified to CAPS in order that new bank details can be requested for

these payees. Liberata's payee database is updated to remove the erroneous bank details pending provision of new information. Where BACS reports identify account switches and new account details, Liberata updates the payee record to ensure that future payments are issued to the correct bank account in accordance with BACS regulations.

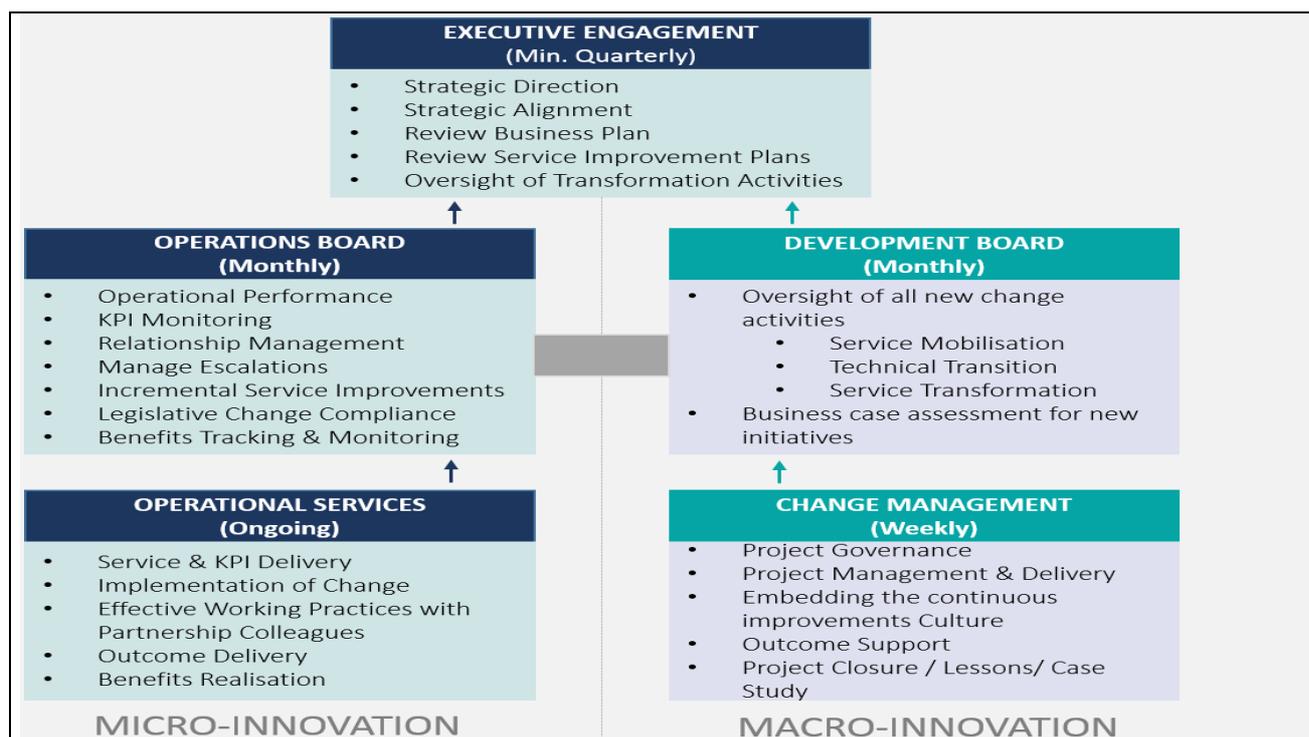
Liberata generates and uploads a positive pay file for all cheque payments issued and manages all exceptions and time expired cheques for this service.

Liberata's resourcing of these services are predicated on the requirements of the service. Whilst Bail and Roadside Deposits comprise service elements which require more manual touchpoints, comparison of the two do identify that additional digitisation of the bail process can be introduced without impacting the key control points where resources add value to this process. Conversely, the payments solutions are more heavily automated and exploit many of Liberata's core solutions as described under G Cloud 10. These facilitate receipt and transformation of data to generate the required outputs whilst maintaining a full audit trail of key control points within the process to ensure the integrity of the service. For example the UKBA validation process involves complex scripting to validate requests for payment. These are based on a detailed set of rules defined by Liberata predicated on the logic that resides within the IAC Fees system for the management of cases which can often involve apportionment of receipting transactions for group appeals. For such services, Liberata resources are employed on the more complex elements of the service, for example exceptions management, together with the ongoing support and development of our core solutions and systems.

As detailed in Section 1, to support our analysis of service requirements, Liberata has reviewed the System and data security, data protection, data retention, data transfer, information assurance, IT access and Business Continuity requirements as detailed in the Commercial and Service Requirements Specification. Liberata confirms compliance with these requirements, per the detailed information provided under Liberata's G Cloud 10 documentation. In summary, Liberata's solutions are hosted in locations accredited to ISO27001 in dual UK data centres which are geographically remote. Liberata maintains PSN accreditation, for which we undertake an annual audit by CHECK accredited assessors. Our servers are attack-hardened, regularly patched, run anti-virus software and are protected by firewall and traffic management solutions including intrusion detection. The desktop estate is similarly maintained, with hard disk encryption used for laptops and multi-factor VPN access required to access network resources. We also apply endpoint security. Our firewall rule base is annually audited and tested for overly permissive rules. All platform engineering team members are Security Cleared (SC), some desktop support staff are SC cleared, but as a minimum have BPSS. Liberata's Central Government Development and Systems Support Team have both BPSS and NPPV2 clearance. Our System Administration team ensures that staff joiners, movers, amendments and leavers process enacts the necessary changes of access to IT systems and business applications on a timely basis. We follow the principle of allocating users the least privilege necessary to perform their duties, and we do not allow shared passwords. Moreover, administrative staff have the access they need and no more, and use individually audited administrative accounts. Information security and GDPR training is mandatory and audited for all staff annually, and also provided continually via computer based learning refresher courses.

All services delivered will be subject to the management system protocols articulated under section one of this response, which detail the internal governance controls employed to monitor and constantly evaluate performance against the service requirements of contracts managed in the Cardiff Office. Internal protocols are in place at identified control points within each service to ensure that processing is to the expected quality and volume levels. Where issues are identified, alerts are generated both internally and to the client as required so that they can be addressed in a proactive manner to ensure the continued delivery of services within agreed timescales and to the required quality level. Internal audits of processes, system access, knowledge, security and of the management system itself are undertaken to support the Senior Management reviews, ensure compliance and identify any areas for improvement. Management system policies and procedures are documented, maintained and are available to staff and identified interested parties as required. Process and reference documentation is maintained and updated for each service being delivered.

Liberata's overarching governance approach will underpin the services to be delivered under this contract, as demonstrated below.



On a monthly basis Liberata will provide a report, detailing performance and metrics relating to these services, including performance against KPIs. This will also include details of any issues identified both as part of Liberata services and in the end to end process, although significant issues will always be reported to HMCTS when identified and escalated as appropriate to ensure minimal impact to services delivered.

Liberata provides a helpdesk to support query management for all services provided. Calls can be logged via telephone or email. There is also provision for ad-hoc requests to be submitted via email, should there be a requirement for provision of information in respect of services delivered. Where there is a requirement for provision of new data or management information on an ongoing basis this is managed through the standard contractual change request process.

Many of the services provided by Liberata have dependencies on other HMCTS service providers, where there are issues with inputs from these organisations Liberata will identify and escalate issues to HMCTS as appropriate. Where these issues impact Liberata's KPIs it is assumed that the clock will stop until the issue is resolved and should the issue remain unresolved for a significant timescale Liberata will agree the recovery timescales for services with HMCTS on a case by case basis. Key dependencies will be with SSCL for provision of access to SOP to upload data and generate reports, CGI for various file transfer data feeds, Banking and Merchant service providers, together with Gov.UK Pay. Wherever possible Liberata develops solutions that minimise the impact issues that arise, but this cannot be entirely negated due to the nature of the transactional processes supported.

## 2 Service Delivery continued

**The Service Delivery element has a 50% weighting overall.** The weighting of each question within the Service Delivery section is noted by each question. There are 4 questions in the Service Delivery element.

2.3 Detail the approach to be adopted to deliver each of the workstreams covering the processes set out in section 15.3 Services impacted by Transformation (of the Commercial and Service Specification). The response shall demonstrate a clear understanding of the requirements and consideration of the issues.	<b>Available score</b>	<b>Weighting</b>
The response shall cover, but not be limited to, detailing the following elements:	<b>0-3</b>	<b>1</b>

- Identification of the range of requirements, understanding of the issues with a clear rationale and strategy to address these and to deliver all the required outputs;
- Evidence of a clear understanding of each of the service elements. There should be a clear rationale for the chosen approach, considering practicality, quality and resourcing implications;
- Provide a detailed rationale that the supplier understands how services will change under Transformation and how the supplier will support the delivery of this:
- An outline of any associated benefits and any risks or disadvantages of the proposed approach and method;
- Process for handling of requests for information and / or queries from the Authority.

### **Evaluation Criteria**

The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.

The response shall demonstrate a clear understanding of the requirements detailed in the Commercial and Service Specification and provide a clear description of the proposed methodology. The response shall highlight the feasibility and practicality of the proposed approach. In addition, the following shall be considered:

- Use of robust methodology to deliver data at the required level of quality;
- Clear demonstration of knowledge of HMCTS;
- Well thought out and proportionate provision of project level monitoring and evaluation throughout the delivery of the service;
- Demonstrate knowledge and understanding of carrying out similar types of banking services;
- Good communication with the Authority throughout, with early identification and resolution of any problems;
- Suitable measures proposed to identify and address any performance failures.

**Insert your response in the pre-set shaded space on the following page. Your response must be limited to 15 sides of A4 paper. Margins must not be altered. Arial Font size 11.**

Liberata understands that the services in Section 15.3 of the Commercial and Services Specification represent services that will be impacted during the contract period. These services comprise Crown and County Court Banking and Accounting Returns (BAR); Printed Cheque Schedules from the county Court Case Management System (Caseman); Online Service data Management; Bulk Scanning; Immigration and Asylum Chamber (IAC) Fees; Employment Tribunal (ET) Fees Refunds; Money Claims Online (MCOL) and Possession Claims Online (PCOL); Fee Accounting Systems (PbA); Rolls Building Online Fees; Magistrates' T&S and Pre-Hearing Deposits for Employment Tribunal Hearings

One of the above services, Pre-Hearing Deposits for Employment Tribunals Hearings, is a new service, not currently provided under the existing contract. One of the above services is currently being discussed with HMCTS as part of an RFC under the existing contract (NMOSRFC044 Bulk Scanning) and the remainder are existing services delivered by Liberata. Liberata will continue to deliver these services from 1<sup>st</sup> January 2019 in accordance with the KPIs specified pending agreement of changes in the new contract period as these services are transformed. It is worth noting that some elements of transformation will be delivered in the current contract period; these are articulated as appropriate below.

### **Crown and County Court Banking and Accounting Returns (BAR)**

Liberata will continue to support the current BAR process for all County and Crown Courts, together with

Probate Offices, Tribunals, RCJ and Rolls Building, TEC and CAPS. In addition, Moreover, Liberata will support the pilot for Mags Fees, should HMCTS still wish to commence this pilot from 1<sup>st</sup> January 2019 as currently anticipated. Development of this Mages Fees BAR has already completed and been tested under Change Request NMOSRFC033. Liberata will require confirmation that this change will be implemented by no later than 21<sup>st</sup> December 2018 for a commencement date of 1<sup>st</sup> January 2019,

Banking and Accounting Returns will continue to be submitted to Liberata by midday in respect of the previous working day's transactions. Returns submitted by midday are validated and either processed or rejected within one working day. Liberata's automated solutions validate the returns received per the list below:

- Return is from a valid email address
- Correct version of return is submitted
- Return is not a duplicate
- Return has the correct filename
- There are no validation errors within the return, these include but are not limited to validation that the correct BGC references have been reported for the site, the return balances, payment requests have been approved, all mandatory fields have been completed etc
- Further validation takes place on specific transactions reported including but not limited to unpaid cheques, Chargebacks, revocations etc

TEC returns are submitted on a daily basis for transactions processed on that day. These returns are validated and fully processed on the day of receipt in order that Customer Statements can be issued by close of business each working day. Liberata also manages the set-up and amendment of TEC customer details on a weekly basis, issuing a new TEC BAR each week to reflect these changes. Liberata's solution to manage TEC customer balances and issue daily statements to these customers means that there is now a single AR Customer account in SOP through which all these transactions flow. All MI and Debtor reports required by HMCTS are generated from the Liberata system

Banking and Accounting Returns that do not pass validation are rejected back to the appropriate site's GBS Mailbox with full details of the rejection reason(s). For returns that pass validation Liberata's solution generates the following consolidated outputs which are subsequently processed as detailed below:

- Consolidated listing of accepted returns which are automatically transferred and loaded into Liberata's reconciliation solution. Auto rec passes on this reconciliation match this data with the details of expected returns in preparation for the notification of missing returns;
- Consolidated listing of Bank Giro Credit slips reported for cash and cheque deposits which are automatically transferred and loaded into Liberata's reconciliation solution to support later identification and resolution of banking discrepancies.
- Consolidated listing Banking Adjustments reported in respect of cash and cheque deposits which are automatically saved in a team folder for utilisation as part of banking discrepancy management processes.
- Consolidated listing of payment requests which are automatically transferred and loaded into Liberata's payment system in order that these transactions can be included in the BACS, Cheque and Foreign payment runs on the next working day.
- Generation of AR Generic Interface comprising all transactions from the consolidated data. This interface comprises Invoices, Credit Memos and Debit Memos to bring all BAR non-receipting transactions to account. This interface file is saved in a secure location ready for allocation of the next sequential number prior to transfer to SSCL. The automated process which generates this interface ensures the interface is in the correct format for upload to SOP.
- Generation of AR Receipting Interface comprising all receipt transactions from the consolidated data namely Cash, Cheque, Dr/Cr Card, Allpay. Electronic and Foreign. This interface comprises receipts by receipt class and amount, to bring all BAR receipting transactions to account. This interface file is saved in a secure location prior to transfer to SSCL. The automated process which generates this interface ensures the interface is in the correct format for upload to SOP.
- Extraction of data from the accounting interfaces for transactions posted to the Barclaycard, Allpay and Discrepancies AR Customer Accounts. This data is are automatically transferred and loaded

into Liberata's reconciliation solution to support the management of Barclaycard, Allpay and Banking Discrepancies, removing the reliance on SOP to manage and escalate these exception transactions.

- Generation of data feed in respect of TEC customer transactions which is automatically transferred and loaded into the Liberata solution for TEC which subsequently generates the TEC customer statements on a daily basis. These statements are automatically emailed to customers from the solution and for a small number of customers statements continue to be printed and faxed.
- Generation of a CFER report, which is used to support subsequent CFER reconciliations.

Resources within the team delivering BAR services to HMCTS upload the AR Generic Transactions interface and receipting interface into SOP on a daily basis, within one working day of receipt of validated returns. Data reported in Banking and Accounting Returns is subsequently included in the Fiserv extract from SOP which is loaded into Liberata's automated reconciliation solution. Reconciliations for all bank accounts, together with the BAR internal transfers account are completed on a daily basis. Exception and unreconciled transactions are notified and escalated to HMCTS in accordance with agreed timings.

Further services delivered as part of the current Banking and Accounting Returns process include:

- Deposit of Crown Court cheques into the local RBS VPC, ensuring that the Crown Court also provides a Banking and Accounting Return to bring the transactions relating to this receipt to account.
- Issue of BACS, Cheque and Foreign payments requested via BAR – this service is described in further detail under Section 2.4 of this response.
- Generation and upload of positive pay file to RBS together with management of any exception or technical referrals from RBS on a daily basis.
- Receipt of notification of unpaid cheques from RBS, utilising the information provided by the bank to match the cheque to the appropriate BAR Site and provide a notification to this site of the unpaid item on the day the notification is received from the bank.
- Notification of Chargebacks and Chargeback recoveries to the appropriate BAR site on the day the bank statement data is available.
- Full reconciliation and discrepancy management services for all receipting and payment channels.
- Set-up of new arrangements for the acceptance of electronic receipts for BAR Sites, notification of electronic receipts credited to bank to the appropriate BAR Site on the day the bank statement information is available. For unidentified electronic receipts notify all sites in order that the receipt can be claimed by the correct BAR site, where receipts remain unclaimed manage the transaction through the third party monies process.
- Validation and processing of all requests to revoke cheques issued, either by Liberata or locally in respect of Caseman payments. Confirm the revocation to the appropriate site following confirmation of the stop.

Liberata currently notifies exceptions and escalates outstanding items to BAR sites in accordance with processes and timescales agreed with HMCTS. In addition Liberata provides full escalation data to HMCTS on a weekly basis each Tuesday in respect of items outstanding as at the previous Friday. Liberata notes the requirement for escalation data to be provided on a weekly basis each Friday; this change will be incorporated into Liberata processes from commencement of the new contract period. There is an opportunity for Liberata to generate the escalation report and issue on behalf of HMCTS under the new contract, if required. This option is detailed further under Section X of this response.

Liberata provides a dedicated helpdesk to support BAR services, providing assistance to sites on completion of BAR together with the provision of advice and guidance to assist in the clearance of outstanding reconciliation items and exception transactions together with general advice on how to account for transactions in BAR. Assistance is also provided to provide advice to support local reconciliation processes for key control accounts i.e. Suspense and Suspense Deficiency.

Although the Reform Programme has commenced development of a Digital BAR, the current timescales communicated for the development of a full BAR replacement are likely to be towards the end of the initial term of the new contract period.

In reviewing opportunities for existing services to be improved and transformed Liberata has considered our responsibility to provide a solution through which BAR sites can report their accounting, banking and

receipting transactions, payment requests and exceptions on a timely basis. Given that the excel BAR, although updated many times since implementation in 2009/2010, was only intended as an interim solution for less than twelve months, Liberata proposes to update the current excel solution with a web-based solution during the first six months of the new contract period. This will not only deliver a solution that will facilitate increased granularity of reporting but moving to transaction level within the returns, it will also offer an opportunity for BAR sites to remove manual processes and duplicated effort currently in place with the excel BAR. Moreover, there will be opportunities to further centralise some exceptions accounting functions and centralise some local reconciliations as further enhancements to this service. Liberata accepts that this development might not be a long-term solution but believes sufficient benefits could be derived to make this a viable service enhancement. Moreover, there may be opportunities to work with HMCTS and the Reform programme to deliver a complementary solution which, combined with the electronic fees sheet, which will be the key focus for the initial phases of the Digital BAR pilot, will facilitate transition of all BAR sites to this solution earlier than currently anticipated. Liberata could feed data into the HMCTS Pay Hub as required to support this option.

Liberata has been working with the Reform Programme to ensure that our automated solutions will support the data fed through the API in respect of the initial phase of the Digital BAR pilot. Current plans are for the API to be implemented for Online Dr/Cr card transactions from mid-November, followed by commencement of the Digital BAR pilot for Bromley County Court from 5<sup>th</sup> December 2018. Liberata will continue to work with HMCTS and the Reform programme to ensure that the integrity of the reconciliation and accounting solutions in place for BAR sites are maintained. Liberata will continue to support the agile process adopted by Reform to support the two way flow of information to digitise all interactions between front line business systems and the Liberata automated solutions for reconciliation, accounting and transactional processing. This aligns fully with Liberata's G Cloud 10 solutions and services and offers HMCTS the opportunity to consolidate and standardise various inputs to ensure the continuity and integrity of accounting interfaces processed into their accounting ledgers. Liberata's systems also offer robust reconciliation solutions, under which the timely identification and escalation of exceptions becomes increasingly important for digital solutions which significantly decrease the end to end business process for progression of cases compared with more manual processes and receipting methods. Development work aligned with the Reform Programme's agile development and fortnightly sprints will continue to be managed through the contractual change process. Ultimately it is hoped all escalations can feed from Liberata electronically to Pay Hub to streamline processes for HMCTS sites.

### **Printed Cheque Schedules (Caseman)**

Liberata will continue to deliver the service to transform the paper Caseman schedules to electronic data files in order to bring the transactions to account and to provide a positive pay file to RBS to support enhanced control for clearance of cheques drawn.

Liberata's solution is to scan the paper cheque schedule and extract the data therein electronically to validate that it is not a duplicate. Data extracted from the schedule is checked, via balancing against the total value of cheques reported on the paper schedule to ensure completeness and accuracy prior to generation of outputs.

Electronic data extracted from the cheque schedule is utilised to create a consolidated positive pay file for all locally drawn cheques by BAR sites which is uploaded to RBS on the day the validated schedule is received.

In addition, the data extracted from the paper schedule is enhanced to generate accounting journals in order to bring these cheque transactions to account. The GL Journals produced are checked against control totals prior to authorisation and submission to SSCL for processing. Journals are submitted to SSCL on the day the validated schedule is received.

Schedules that fail validation are rejected to the appropriate site on the day of receipt.

Liberata manages cheque exceptions and technical referrals for Caseman cheques and ensures that a response for all such items is provided to the Bank by the required deadline. Liberata also validates and manages revocation requests for Caseman cheques as requested via valid BAR site email accounts. Once a revocation is confirmed, Liberata will monitor via reconciliation processes to ensure that the item is

brought to account on the site's BAR. Outstanding items will be escalated on a regular basis until resolved.

### **Payment on Account and Direct Debit Solutions**

Liberata will continue to provide a Payment by Account (PBA) solution for Direct Debit customers of HMCTS. Liberata understands the requirement for this solution to be scalable as the volume of transactions and range of services utilising this receipting channel increases with increased digitisation of HMCTS services.

Liberata's current DD Solution for PBA customers delivers functionality for full customer and financial management of the Direct Debit process.

For PBA customers, Liberata receives and validates new customer applications and undertakes a credit checking process for some customer types in accordance with the HMCTS customer approval process. Other Government Departments and Local Authorities are not subject to credit checking. This validation includes completion of the customer application in full, together with provision of a signed paper Direct Debit Mandate.

Where the customer application and credit score passes the HMCTS criteria, Liberata will set-up the customer on the Direct Debit System and allocate their PBA customer reference. At this stage Liberata will create an AUDDIS file and this will be authorised and transmitted to BACS to lodge the Direct Debit. Once confirmation that the DD has been accepted, via standard BACS DD procedures, Liberata will notify the applicant that their PBA account has been set-up, together with their agreed credit limit. Where the Direct Debit instruction is not accepted Liberata will review the reason for rejection and will liaise with the customer to resolve if appropriate. If resolution cannot be achieved the application will be declined.

For Government Departments and Local Authorities, the credit limit is set at the level requested on their application.

Where applicants' credit checks are below the minimum criteria set by HMCTS, Liberata will refer the case, with all appropriate information to HMCTS for a decision. Where additional information is requested to support the application, this is obtained by Liberata on behalf of HMCTS. If HMCTS confirm approval of the application Liberata will complete the set up process via lodgement of the Direct Debit instruction via AUDDIS processes as detailed above. If HMCTS decline the application Liberata will notify the applicant that their credit application has not been accepted but the customer can continue to trade with HMCTS via other payment channels. Liberata manages all correspondence with applicants in this matter.

- In addition, Liberata provides a process to manage all customer changes and, where appropriate, will undertake new credit checks depending on the nature of the change. These changes comprise:
  - Change of name
  - Change of address
  - Change of bank details
  - Request to amend credit limit.

Once the customer PBA account is in place, Liberata will update the Fee Account System with the customer's details in order that transactions can be processed through this receipting channel. In addition to the Fee Account system, there are other HMCTS business processes that currently accept PBA transactions i.e. Rolls Building e-filing and Reform Online. For these services Liberata currently provides a daily file detailing all PBA customers with their status, i.e. active, inactive or closed, in order that these services can validate requests prior to submission to Liberata.

As transactions are processed through the various business systems Liberata currently receives daily interface files from these systems which confirm all fees, refunds and remissions processed against PBA accounts during the day. As interfaces are received and loaded into Liberata's DD system, customer balances are amended to monitor the remaining credit available on the customer's PBA account. Where a customer's transactional activity reaches an agreed percentage of their credit limit, currently 80%, an email notification is issued to notify the customer. This email will be sent on a daily basis advising of the utilisation against their agreed credit limit until this is reduced below 80%. At the point a customer's transactions utilise their credit limit in full, their account is temporarily placed on hold so that no further transactions can be processed until a payment is received. This can be achieved via a number of mechanisms which Liberata supports namely the standard weekly or monthly DD collection, an emergency DD collection at the request

of the customer or via a request for the credit limit to be increased, which will be managed per the credit approval process outlined above. When a customer account has become inactive due to full utilisation of their credit limit, this is reported back to the various business systems either via interface to Fee Account or by means of a report for Rolls e-filing and Reform Online.

All transactions loaded to the Liberata DD solution are allocated against a customer account and will manage the Direct Debit collection process, in accordance with the rules of the BACS DD Scheme, depending on their preferred frequency of DD Collection.

For customers with weekly DD collections Liberata raises the DD advance notice each Tuesday in respect of the previous week's transactions i.e. Monday to Sunday. This is emailed to the customer in pdf and either xml or csv format based on their preference. On Wednesday each week the DD collection file is generated and automatically transferred and uploaded to the Liberata BACS Bureau. A control sheet is produced which reconciles the BACS file with the transactions received and advance notices and this is used to confirm approval of the BACS file. The file is authorised and transmitted to BACS on the same day for collection on the following Friday.

For customers with monthly DD collections Liberata raises the DD advance notice on the second working day each month in respect of the previous calendar month's transactions. This is emailed or posted to the customer based on their invoicing preference. Electronic advance notices are provided in pdf and either xml or csv format based on their preference. On 16<sup>th</sup> of each month or the next working day following this date minus three working days the DD collection file is generated and automatically transferred and uploaded to the Liberata BACS Bureau. A control sheet is produced which reconciles the BACS file with the transactions received and advance notices and this is used to confirm approval of the BACS file. The file is authorised and transmitted to BACS on the same day for collection on or immediately after the 16<sup>th</sup> of each month.

Direct Debit Advance Notices provide full details of each fee, remission or refund in order that customers can reconcile their invoice against their local records. Liberata's helpdesk will support customer queries in this area, and, where necessary refer the query to HMCTS for resolution.

Following submission of the DD file, Liberata downloads BACS reports to identify unpaid Direct Debits and will take the appropriate action to recover funds and manage the status of the customer's PBA account depending on the reason for the rejection. Liberata liaises with the customer to resolve this situation and currently escalates to HMCTS where the outstanding funds cannot be recovered. Customer accounts will be placed on hold until the debt is cleared and may be closed depending on the outcome of this recovery process.

Where BACS Reports identify customer account changes and switches, Liberata updates the customer record and lodges the appropriate AUDDIS notifications in accordance with the rules of the Direct Debit Scheme.

Liberata notes the requirement to provide a process to notify HMCTS of all customer accounts on hold together with the reasons. This will be included in the mobilisation plan to ensure this is in place for contract commencement.

All PBA transactions notified to Liberata via the various interfaces are loaded into the Liberata DD system which generates on a daily basis an AR Generic Interface which comprises Invoices for Fees taken and Credit Memos for refunds and remissions. This interface is automatically transferred via SFTP to SSCL and once confirmation of delivery is received Liberata loads the interface into the SOP Accounts Receivable ledger (AR) against the Fee Account AR Customer.

At the point the Direct Debit collection is made, a receipting interface is generated from the Liberata DD system to bring these receipts to account. This interface is automatically transferred via SFTP and once confirmation of delivery is received Liberata loads the interface into the SOP Accounts Receivable ledger (AR) against the Fee Account AR Customer.

For unpaid Direct Debits and recovery of funds or additional receipts to reduce account balances are received the DD system generates additional interfaces as appropriate to bring these transactions to account in the HMCTS accounting ledgers.

Liberata also provides a standard process for the identification of credit balances which require refund, a weekly payment run is generated to manage these transactions which are all brought to account on the day

the payment is issued.

Liberata completes a daily reconciliations of the Bank account through which DD collections are managed to identify and resolve any reconciliation issues. In addition, Liberata completes a daily reconciliation of customer balances in the Liberata DD system against the AR Customer Account in SOP to ensure that all transactions have been brought to account and both systems remain aligned.

### **Money Claim Online (MCOL) and Possession Claims Online (PCOL)**

Liberata will continue to provide a service for MCOL and PCOL customers to transact via Direct Debit albeit Liberata has already commenced working with HMCTS to support transformation of these services.

Currently MCOL and PCOL customers can transaction via Dr/Cr card or Direct Debit. For Direct Debit customers Liberata supports the set-up of the customer account, but the credit approval process is managed by HMCTS. Liberata's responsibilities in this area are in respect of the lodgement of Direct Debits Instructions and liaising with HMCTS on the outcome of this process.

For MCOL and PCOL customer applications Liberata receives and validates new customer applications submitted by HMCTS. Upon receipt of the application and validated DD Mandate Liberata will set-up the customer on the MCOL/PCOL Direct Debit System and allocate their customer reference. During October Liberata has been transitioning the DD SUN for these customers to AUDDIS, this process will fully complete on 31<sup>st</sup> October 2018, Therefore for MCOL and PCOL customers from October 2018 Liberata creates an AUDDIS file and this is authorised and transmitted to BACS to lodge the Direct Debit. Once confirmation that the DD has been accepted, via standard BACS DD procedures, Liberata will notify the HMCTS that the DD has been accepted. For MCOL customers Liberata access the Government Gateway to add the MCOL customer reference and make the customer account live. For PCOL customers this process is currently managed by HMCTS but Liberata has identified there may be a requirement under the new contract for Liberata to support this process. This has been identified as an action under the mobilisation plan.

Where the DD is not accepted Liberata will review the reason for rejection and will liaise HMCTS and the customer as appropriate to resolve. If resolution cannot be achieved the application will be declined and customers can continue to transact on MCOL and PCOL via Dr/Cr card.

Although MCOL and PCOL customers are allocated credit limits, the business systems through which DD transactions are initiated do not have the capability to monitor credit limits therefore no proactive monitoring takes place as with Fee Account.

For MCOL and PCOL Liberata supports HMCTS with the management of customer changes comprising

- Change of name
- Change of address
- Change of bank details

As transactions are processed through the MCOL and PCOL business systems Liberata receives daily interface files from these systems which confirm all fees processed against MCOL and PCOL customer accounts during the day, together with fees collected via Dr/Cr card. Interfaces are received and loaded into Liberata's DD system and Dr/Cr Card reconciliation for MCOL and PCOL customers on a daily basis.

All transactions loaded to the Liberata MCOL and PCOL DD solution are allocated against a customer account and will manage the Direct Debit collection process, in accordance with the rules of the BACS DD Scheme, depending on their preferred frequency of DD Collection.

For customers with weekly DD collections Liberata raises the DD advance notice each Tuesday in respect of the previous week's transactions i.e. Monday to Sunday. This is emailed to the customer in pdf and either xml or csv format based on their preference. On Wednesday each week the DD collection file is generated and automatically transferred and uploaded to the Liberata BACS Bureau. A control sheet is produced which reconciles the BACS file with the transactions received and advance notices and this is used to confirm approval of the BACS file. The file is authorised and transmitted to BACS on the same day for collection on the following Friday.

For customers with monthly DD collections Liberata raises the DD advance notice on the second working day each month in respect of the previous calendar month's transactions. This is emailed or posted to the customer based on their invoicing preference. Electronic advance notices are provided in pdf and either xml

or csv format based on their preference. On 24<sup>th</sup> of each month or the next working day following this date minus three working days the DD collection file is generated and automatically transferred and uploaded to the Liberata BACS Bureau. A control sheet is produced which reconciles the BACS file with the transactions received and advance notices and this is used to confirm approval of the BACS file. The file is authorised and transmitted to BACS on the same day for collection on or immediately after the 24<sup>th</sup> of each month.

Direct Debit Advance Notices provide full details of each fee, remission or refund in order that customers can reconcile their invoice against their local records. Liberata's helpdesk will support customer queries in this area, and, where necessary refer the query to HMCTS for resolution.

Following submission of the DD file, Liberata downloads BACS reports to identify unpaid Direct Debits and will take the appropriate action to recover funds and manage the status of the customer's MCOL or PCOL account in liaison with HMCTS depending on the reason for the rejection. Liberata liaises with the customer to resolve this situation and currently escalates to HMCTS where the outstanding funds cannot be recovered. Customer accounts will be placed on hold until the debt is cleared and may be closed depending on the outcome of this recovery process.

Where BACS Reports identify customer account changes and switches, Liberata updates the customer record and lodges the appropriate AUDDIS notifications in accordance with the rules of the Direct Debit Scheme.

For Dr/CR card transactions through MCOL and PCOL Liberata manages the three way reconciliation between the Bank Settlement, the Barclaycard push report and the transactions reported from the MCOL and PCOL in order to identify and resolve any discrepancies thereon. This reconciliation is completed on a daily basis.

For MCOL transactions Liberata receives two further interface files which detail transactions processed through MCOL which were subsequently unable to be processed through the CCBC Systems and therefore require refund. For these items Liberata identifies the original fee taken and creates a refund transaction which is loaded into Liberata's system. For DD customers this credit reduces the amount collected on their next DD Collection, for Dr/Cr card customers Liberata processes a refund via epdq.

All MCOL and PCOL transactions notified to Liberata via the various interfaces are loaded into the Liberata system which manages MCOL and PCOL transactions. This generates, on a daily basis, an AR Generic Interface which comprises Invoices for Fees taken and Credit Memos for refunds. This interface is automatically transferred via SFTP to SSCL and once confirmation of delivery is received Liberata loads the interface into the SOP Accounts Receivable ledger (AR) against the Fee Account AR Customer.

At the point the Direct Debit collection is made or the Dr/Cr card settlement is matched with the appropriate MCOL/PCOL transactions, a receipting interface is generated from the Liberata system to bring these receipts to account. This interface is automatically transferred via SFTP and once confirmation of delivery is received Liberata loads the interface into the SOP Accounts Receivable ledger (AR) against the Fee Account AR Customer.

For unpaid Direct Debits and recovery of funds or additional receipts for MCOL/PCOL customers are identified and loaded to the Liberata system additional interfaces are generated as appropriate to bring these transactions to account in the HMCTS accounting ledgers.

Liberata completes a daily reconciliations of the Bank account through which DD collections and Dr/Cr card settlements are managed to identify and resolve any reconciliation issues. In addition, Liberata completes a daily reconciliation of customer balances in the Liberata DD system against the AR Customer Account in SOP to ensure that all transactions have been brought to account and both systems remain aligned.

### **Transformation of Direct Debit Services**

Liberata has been working with the HMCTS Reform Team to support the transformation of Direct Debit Services.

For PBA customers Liberata has produced a swagger document for the API which will call on Liberata's customer database for DD customers to validate the account is active and there is sufficient remaining credit to accept the fee request for each transaction via online solutions. Liberata's response to this API call will be either to provide this confirmation and in providing a positive response Liberata will also accept the

fee transaction on a real time basis. If a negative response, i.e. the account is on hold or there is insufficient credit remaining Liberata will confirm as such and the transaction will be rejected. This API has been tested by the Reform team in preparation for implementation. At this stage the date for progressing this implementation is unknown.

Liberata has been further liaising with the HMCTS Reform Team in preparation for the transformation of MCOL and PCOL DD solutions. As stated above, Liberata proposed to HMCTS that the first stage to facilitate this work would be to move MCOL and PCOL DD accounts to AUDDIS. This work will complete on 31<sup>st</sup> October 2018. This will facilitate further changes to these customers via a digital route to avoid having to introduce additional manual processes to transform these services.

Liberata is currently re-engineering its DD system to offer a single DD solution for all customers irrespective of their current route for DD transactions i.e. PBA, MCOL, PCOL Rolls E Filing, Online etc. This work will complete before the end of 2018 and will facilitate further integration of customer balance management to support for example the management of credit limits across all services and future integration and consolidation of DD customer accounts where a customer might currently have a PBA, PCOL and MCOL account.

As Reform transforms other HMCTS channels i.e. PCOL, MCOL, IAC etc, Liberata' solution will be ready and scalable to manage the DD processes thereon, to include real time customer account balance management.

Liberata will continue to work with HMCTS in this area, via the change process, to ensure that the integrity of these processes is maintained and remains in adherence with the rules of the Direct Debit scheme.

### **Online Service Data Management**

Liberata has been working with the Reform Programme since July 2017 to provide an integration point for the online solutions they are developing and rolling out.

Liberata currently is receiving data in csv format for Dr/Cr card transactions via email which is validated then loaded into our automated reconciliation solutions to provide the following services and outputs:

- Full reconciliation of Dr/Cr card receipts which comprises a four way reconciliation between the bank settlement, GovUK.Pay reports which are currently downloaded on a daily basis, Barclaycard push reports which Liberata has configured for all outlets utilised by Reform online services to generate and deliver automatically and the data submitted to Liberata in the daily csv files.
- Generation of an AR Generic Transactions interface to bring all income to account. This interface is transferred to SSCL via SFTP and once confirmation of receipt is confirmed it is loaded into the appropriate Accounts Receivable customer account in the SOP AR ledger.
- As receipts are matched generation of a receipting interface to bring all receipts to account. This interface is transferred to SSCL via SFTP and once confirmation of delivery to SSCL is confirmed it is loaded into the appropriate Accounts Receivable customer account in the SOP AR ledger.
- Notification and escalation of any reconciliation exceptions identified. Investigation and resolution of issues identified with Barclaycard will be managed by Liberata, but other anomalies are referred to the appropriate business area to resolve.

A separate csv file is currently received for PBA customers' transactions through Reform online solutions. These are validated and transactions accepted are loaded into the Liberata DD solution and managed in accordance with these standard DD processes as described under the DD section above. Details of how this element of the service will transform are also detailed above.

For all transactions, excluding those for Direct Debit customers, currently Dr/Cr card but soon to include the Digital BAR pilot transactions which will include Dr/Cr card, cash and cheque receipts Liberata has been working with the Reform programme to agree the API which Liberata will call to pull this transactional data twice a day. The latest phase of testing, to include Digital BAR transactions took place week commencing 8<sup>th</sup> October 2018 and a further test will be required once some issues identified through this testing process have been resolved with the Reform API specification. To support implementation of the API Liberata is supporting development of an OWA which will define the support protocols for the APIs between Liberata and the Reform solutions. It is hoped this API can go live mid November 2018 and the BAR pilot commence

around 5<sup>th</sup> December 2018.

The initial API implemented will go through a range of iterations as part of the Reform agile development programme to add additional elements to consolidate all interactions between Reform and Liberata via this process. Ultimately it is anticipated this API will support refund request together with management of all receipting channels and exceptions management processes, which will potentially either involve the development of an additional API which can call such items from Liberata into Pay Hub. Liberata will continue to support this process under the contractual change process as these services develop and transform.

In the interim period, Liberata is supporting the management of exceptions via email notifications.

Liberata is further validating and processing all refund requests, for both PBA and Dr/Cr card transactions. These requests are submitted on agreed excel templates pending addition of refunds to the API. Liberata processes these refunds via epdq. Refund transactions are loaded into Liberata's reconciliation solution for Reform which facilitates full reconciliation of these transactions via the four way reconciliation described above. Accounting interfaces are also generated to bring these transactions to account. These are via an AR Generic Transactions interface generated from the Liberata solution and uploaded via the standard protocols in place as described above.

A daily reconciliation also takes place between the Liberata solution for Reform Online transactions and the Oracle AR balances to ensure that they remain aligned on a daily basis.

Liberata confirms that it will deliver the services described within this section in accordance with the KPIs described, although these will need to be updated as the service develops. Liberata will continue to liaise with HMCTS in this area to ensure that changes are recognised in advance of implementation to protect the validity and relevance of these KPIs for both Liberata and HMCTS.

### **Bulk Scanning**

Liberata has recently received a change request which is awaiting approval to support the implementation of a bulk scanning service under the Reform programme. Liberata has attended one workshop and will liaise further with HMCTS to ensure that the service is implemented in accordance with HMCTS requirements. It is anticipated these transactions can be managed through the solution already developed and implemented for reform online transactions, albeit these transactions will be via a different source.

The bulk scanning solution is similar to a pilot which will commence on 29<sup>th</sup> October for family cases. This pilot is with Neopost and has been supported under NMOSRFC040. We will ensure that all solutions are aligned to standardise the processes and outputs once received by Liberata, delivering robust and timely reconciliation and management of exceptions e.g. unpaid cheques in accordance with HMCTS requirements.

### **IAC Fees**

Liberata will continue to support the current IAC Fees service and will support all service enhancements as the service is transformed under the HMCTS Reform programme.

Under the current service Liberata received a daily interface file from the IAC ARIA System, this interface details fees, fee adjustments, notification of fee chasers issues, remissions, remission adjustments and refund requests. It further includes echo transactions for chargebacks notified to confirm these have been accepted and processed into the ARIA system following notification by Liberata.

The xml interface file from the ARIA system is securely transferred to Liberata via SFTP in the early hours of each morning and, once validated, it is loaded to Liberata's IAC Fees solution as part of Liberata's overnight processes.

Liberata also feeds Dr/Cr card settlement data and electronic receipts data into our IAC Fees System.

Liberata's IAC Fees solution generates a daily AR Generic Transactions Interface which is securely transferred to SSCL. Once confirmation of delivery is received, Liberata loads this interface into the AR customer account for IAC Fees in the SOP Accounts Receivable ledger. This interface comprises invoices, debit memos and credit memos to bring all income and exception transactions to account including refunds

and create the debtor records pending matching of receipts against outstanding fees due. .

Within the IAC Fees system Liberata has developed a range of match rules to match settled receipts via Dr/Cr card or bank transfer based on a hierarchy of potential references. This is an important element of the process to ensure that single receipts for cases within a group appeal are apportioned across all debtor accounts based on the amount due. Within this reconciliation receipts can be matched with a difference and where this scenario occurs the difference item remains outstanding in Liberata's system pending resolution. These under or over payments are notified to the IAC Fees team on a daily basis for review and resolution.

All receipts that are matched with outstanding cases in the Liberata system form part of a receipting interface which is generated and loaded to SOP AR on a daily basis in accordance with standard processes for such interfaces.

When Chargebacks are debited to the IAC Fees bank account these are also automatically extracted from bank statement data and loaded into the Liberata IAC Fees solution to reinstate the debtor and facilitate notification to the IAC Fees Team.

On a daily basis, working days only, an interface is generated from Liberata's IAC Fees system and is transferred via SFTP to the ARIA system. This interface comprises all matched receipts together with notification of Chargebacks debited. Once confirmation of a matched receipt is confirmed back to the IAC ARIA system the case can progress through the business process.

On a daily basis Liberata also produces the following MI which is automatically emailed to the IAC Fees Team, these reports comprise:

- Unmatched Cases report – detailing all cases which have not yet been receipted.
- Unmatched Receipts report – detailing all settled receipts which cannot be matched with an outstanding case.
- Matched with Difference Report – this report details all cases where an under or overpayment occurred. This supports the data in the interface file into ARIA to enable to IAC team to quickly identify cases that require further scrutiny
- Chargebacks Report – this report details any Chargebacks debited on a daily basis.

Refund requests received both via the interface from ARIA or a manual refund template are validated and processed. Where the original fee was paid by Dr/Cr card the refund is attempted back to the card on which the fee was paid. For fees paid by bank transfers or where a card refund cannot be processed Liberata writes to the appellant to request confirmation of bank details in order that the refund can be paid via electronic bank transfer.

Manual refund requests are loaded into Liberata's IAC Fees system in order that all accounting outputs generated can include all valid refund requests irrespective of their initial delivery mechanism to Liberata.

Liberata further supports other exception processes for IAC fees including management of purge requests, reallocation of receipts and stop refund requests.

Liberata reconciles the IAC Fees bank account on a daily basis and manages and escalates all outstanding reconciling items in accordance with agreed escalation protocols.

Liberata will continue to deliver all services in accordance with the required KPIs and will support transformation of IAC fees services under the standard contractual change protocols.

### **Employment Tribunal (ET) fees Refunds**

Liberata will continue to provide the service to issue ET Refunds following the Supreme Court ruling in 2017. Liberata's solution received an interface file from HMCTS comprising all transactions input into the public facing online claim form developed by the HMCTS Reform Programme. To complement this solution, Liberata has provided a web-form which is used by ET Offices in Leicester and Glasgow to capture claims submitted via paper forms together with bulk claims submitted by solicitors, unions etc. Claims input to Liberata's web solution are workflowed to an authoriser at the appropriate ET site. If the claim is not approved the authoriser will reject back to the team to resolve any issues or withdraw the claim. All authorised claims are extracted for further validation by Liberata on a daily basis.

All online claims together with the claims input by ET staff are validated on a daily basis. This validation is managed through a Liberata solution which checks a master database of all ET fees due to be repaid to

confirm the claim is less than or equal to the receipt for the original fee paid. Where the original case information can be matched, the validation confirms the amount claimed is less than or equal to the total amount originally received for the fee less remissions and / or refunds processed by the ET prior to October 2017, less any claims for refunds made and reimbursed since November 2017. Where claims pass validation Liberata calculates the interest due on the claim and generates a BACS and Cheque payment run on a daily basis to refund the fees paid plus interest. A remittance advice is provided which details the breakdown of the payment and includes a message based on the specific scenario for this refund. Where BACS payments are rejected Liberata will update the case and notify the appropriate ET office who can contact the payee to confirm bank details. If new bank details are not provided within five working days the payment will be reissued by cheque.

BACS payments are managed through the Liberata BACS Bureau and cheque payments are issued via the Liberata secure cheque printing solution.

For claims that fail validation, the case is workflowed back to the appropriate ET Office, irrespective of the original source of the claim, in order that further investigation can take place. If the ET office can identify the case, details can be enhanced, approved and resubmitted to Liberata for validation and processing.

Liberata provides an online solution for ET offices and their customer service teams to access all claims processed and in progress for resolution of queries. This solution provides view only access, but notes can be added to cases to support query management and provide an audit trail of customer contact.

Liberata's solution generates daily GL journals to bring all payments issued to account. Journals are reviewed against control totals for validated claims and subsequently approved and submitted to SSCL on the day the payments are issued. Journals to bring payment exceptions to account are processed on the day the BACS rejection or returned cheque is identified.

Liberata also manages revocation requests for ET Refunds together with other payment exception processes when issues with refunds are identified.

Liberata provides daily reports to HMCTS of ET Refunds issued together with details of payment exceptions. A monthly reconciliation of amounts posted to GL is also completed and submitted to HMCTS within five working days of GL close.

### **Fee Account**

Liberata will continue to provide a solution to enable HMCTS to record fees, refunds and remissions against PBA customer accounts for requests received by HMCTS sites across England and Wales.

The Fee Account System provided to by Liberata currently is an Oracle based solution which was developed by Liberata's sub-contractor Unisys. In late 2017 Liberata proposed to re-develop this solution to update the platform and technology to offer a web-based solution to capture the required data to facilitate collection of fees via Direct Debit and to offer an improved user experience.

Liberata presented their proposed solution to HMCTS in September 2018 and is currently in UAT of the new solution in order that it can be rolled-out to all HMCTS sites before the end of December 2018.

Liberata's re-developed fee account solution offers a more streamlined processes to enable HMCTS sites to record fee transactions against the appropriate customer account.

Users will access the solution via a URL. The solution delivers two factor authentication and password structures are aligned with existing HMCTS conventions. The solution enforces segregation of duties where required and ensures that authorisation structures align with HMCTS Requirements. Support for user authentication, with hierarchies for the management of various approvals, includes flexible solutions for the management of authoriser absences.

The solution provides a significant level of self-service for the set-up of users, forgotten password links etc. Online forms will be in place within in a short period after initial implementation to request new users, amend privileges and remove users. These will be subject to approval, as defined by HMCTS.

Input of new cases, refunds and remissions (Help with Fees) are facilitated via Web Forms, designed to capture only critical data to support HMCTS business processes. At each stage of the process the user will be able to access lists of values to minimise keying and to improve the accuracy of data captured. These will be managed as intuitive lists based on the location and role of the inputter. Lists can be

further restricted as the user starts to input data. The solution could ultimately integrate with the HMCTS Master Fee Database which Liberata understands is under development as part of the Reform Programme, but until this is available, the solution holds the fee listing within the Fee Account Database as part of standing data within the system, which can be maintained by specified HMCTS users. Fee values will be held with effective dates to support the management of changes to Fees as required.

For key data fields, Liberata will also ensure that the solution enforces fundamental naming conventions and reference formats etc.

Remissions and refunds for PBA customers will also be enabled within the solution, based on the current business rules for their generation. Liberata will ensure that historic data is available to support validation of these transactions thereby enforcing the controls in respect of refunds and remissions of previously submitted fees transactions.

Customer balances and account status information held within the Middle Office Direct Debit solution will be checked for each PBA transaction to ensure that the current controls in respect of customer account credit management are a key element of the solution. Currently the solution includes the remaining credit on the customers' account. Liberata notes the requirement for this to be enhanced with the % remaining on the account as a future development. As each Fee, Refund or Remission is confirmed, the balance on the customer account will be updated in real time for Fee Account transactions. Ultimately as other Direct Debit services are further developed to integrate with Liberata real time, the amounts of credit available will also incorporate updates in respect of transactions processed through other HMCTS systems. Balances are currently only updated on a daily basis for these transactions.

The new Fee Account solution will fully integrate with the existing Middle Office Direct Debit solution, to update the current Middle Office Direct Debit solution with new PBA transactions, in order that fees due would continue to be collected via Direct Debit in accordance with existing procedures. This offers a more streamlined and timely solution compared with the current process which relies on overnight file transfers between Fee Account and the Middle Office DD solution.

The solution incorporates reporting functionality at site level and for a small number of HMCTS users across all sites. Following decommissioning of the current Fee Account system Liberata will provide a consolidated reporting solution for Fee Account transactions. This is expected to be in place by early 2019.

The Fee Account solution fully complies with MoJ security requirements and is accessible via [REDACTED]

Liberata's support of this system will include Systems Administration although elements of these administration functions are delegated out to nominated users at site level and for key centralised teams within HMCTS. Set-up of site administrators, new courts or amendments to courts and jurisdictions will remain as a function supported by Liberata's systems administration team.

Liberata will incorporate the MI requirements noted in the Commercial and Service Requirements Specification for the new Fee Account System into the monthly report issued to HMCTS.

### **Rolls Building E-Filing**

Liberata will continue to support the services delivered to reconcile and bring to account all transactions that originate through the Rolls Building E-Filing system.

Transactions processed on the e-filing system are downloaded by the Rolls Building staff on a daily basis and emailed to Liberata via secure email. Liberata validates the file and data therein and takes the following actions:

If the file structure and format fails validation it is rejected back to the Rolls Building to resolve.

For files that pass this initial validation Liberata's solution extracts the data relating to Dr/Cr card transactions, enhances this data with the appropriate accounting memo line and uploads the data into the Rolls Building E-Filing Dr/Cr Card reconciliation. The solution also validates transactions where a PBA account number is recorded against the transaction to confirm that the PBA account is valid and active. Transactions that fail this validation check are rejected back to the Rolls Building on an individual basis to contact the customer and resolve this exception. Transactions that pass validation are enhanced and loaded into the Middle Office DD solution, at which point they follow the standard process for Direct Debit transactions.

On a daily basis Liberata automatically extracts and uploads the Barclaycard Settlement Value for the Rolls Building Online Payments Store from the Bank Account Statement Data downloaded from RBS. Liberata has also set-up daily push reports for this store and these are automatically delivered and uploaded as part of Liberata's overnight processing. Within Liberata's reconciliation solution for e-filing a three way reconciliation takes place to match the settlement value with the Barclaycard push reports, then subsequently match the individual settled transactions with the data from the e-filing system. Outstanding reconciling items are reported to the Rolls Building GBS Email Account for investigation.

Liberata's reconciliation solution for e-filing generates two accounting interfaces, as follows:

1. AR Generic Transactions Interface, which is generated and automatically transferred to SSCL via SFTP. Once delivery is confirmed, Liberata processes the interface into the Oracle AR ledger against the Rolls Building e-filing customer account.
2. AR Receipting Interface which is generated for all receipts which are matched within the reconciliation. This is generated and automatically transferred to SSCL via SFTP. Once delivery is confirmed, Liberata processes the interface into the Oracle AR ledger against the Rolls Building e-filing customer account.

Daily controls are in place to reconcile between Liberata's system and balances in the HMCTS accounting ledgers. The bank account through which these transactions are processed is reconciled on a daily basis and outstanding items relating to this service are escalated to the Rolls Building in accordance with agreed reconciliation protocols.

Should a debit / credit card transaction be subject to a Chargeback, Liberata manages the Chargeback process with Barclaycard providing responses to requests for information from Barclaycard to defend potential Chargebacks. Should a Chargeback subsequently be debited, Liberata will provide a notification of the Chargeback to the Rolls Building via the standard process for Courts. Chargebacks are brought to account by the Rolls Building through their Banking and Accounting Return.

In the event there is a requirement for a receipt to be refunded, a refund request is submitted to Liberata from the Rolls Building GBS Email Account. Liberata manages refunds for both Dr/Cr card and DD transactions in accordance with the appropriate process depending on the initial receipt method i.e. refunds for card transactions are issued to the card on which the original fee payment was made, but should a refund fail to be processed to the card, Liberata will issue the refund by Cheque. Refunds for PBA customers are processed as credits against the customer's PBA account to reduce their next Direct Debit collection. Liberata will bring to account all refunds processed.

Subsequent to a cheque being issued through this process, Liberata will manage cheque payment exceptions in accordance with standard HMCTS processes. Therefore, if there is a later requirement for the cheque to be revoked and reissued, the Rolls Building follows existing business processes i.e. revocations and manual payment requests.

Liberata is already in liaison with HMCTS in respect of the current plans for expansion of this system to cover other areas of business and will continue to support this process as required.

MI for Rolls Building e-filing transactions is delivered to HMCTS on a monthly basis.

### **Magistrates' Travel and Subsistence**

Under current G Cloud contractual arrangements Liberata hosts the Magistrates T&S system, with this hosting solution being provided by Liberata as part of the wider ARAMIS, Chris and Chrimson legacy system hosting service.

Liberata has received a Change Request for the ARAMIS, Chris and Chrimson legacy systems to be decommissioned following transfer of all data therein to MoJ for inclusion in their Strategic Reachback solution provided by SSCL. Liberata assumes this work will complete before the end of 2018 as currently planned and that the required processes to continue the hosting of the Mags T&S system will also be completed before 31<sup>st</sup> December 2018.

Based on these assumptions, from 1<sup>st</sup> January, Liberata will continue to support the hosting of the Mags T&S solution and file transfers between this system and SOP for an initial period of the new contract term. All current processes and KPIs will be delivered, subject to the assumptions above.

Liberata further notes HMCTS' requirement for a new solution to be provided to support the payment of Magistrates' T&S claims. Liberata will ensure that work commences on this initiative in the first quarter of the new contract period in order that a new T&S solution can be implemented and the current Mags T&S solution be decommissioned prior to 30<sup>th</sup> June 2018. This deadline is required to minimise the cost of continued hosting of the current solution which would need to form part of a wider upgrade of solutions and hosting platforms should the hosting period extend beyond this date.

Liberata has included a placeholder for this work under the mobilisation plan in section x.

#### **Pre-Hearing Deposits for Employment Tribunal Hearings**

Liberata notes the new requirement to provide a service to administer and process the pre-hearing deposits for Employment Tribunal Hearings.

Liberata will liaise with HMCTS prior to contact commencement to confirm the notification method of deposits taken. Liberata will set-up the required processes to satisfy the requirements as detailed in the Commercial and Service Requirements Specification. Existing reconciliation solutions will be updated to facilitate identification and allocation of receipts for these deposits and Liberata will utilise existing functionality within existing solutions wherever possible to support these new business processes.

Subject to availability of HMCTS resources to work with Liberata to confirm the touch points for this new service, this can be implemented ready for contract commencement in January 2019.

Liberata has included a placeholder for this work under the mobilisation plan in section 1.

Many of the services provided by Liberata have dependencies on other HMCTS service providers, where there are issues with inputs from these organisations Liberata will identify and escalate issues to HMCTS as appropriate. Where these issues impact Liberata's KPIs it is assumed that the clock will stop until the issue is resolved and should the issue remain unresolved for a significant timescale Liberata will agree the recovery timescales for services with HMCTS on a case by case basis. Key dependencies will be with SSCL for provision of access to SOP to upload data and generate reports, CGI for various file transfer data feeds, Banking and Merchant service providers, together with Gov.UK Pay. Wherever possible Liberata develops solutions that minimise the impact issues that arise, but this cannot be entirely negated due to the nature of the transactional processes supported.

All services delivered will be subject to the management system protocols articulated under section one of this response, which detail the internal governance controls employed to monitor and constantly evaluate performance against the service requirements of contracts managed in the Cardiff Office. Internal protocols are in place at identified control points within each service to ensure that processing is to the expected quality and volume levels. Where issues are identified, alerts are generated both internally and to the client as required so that they can be addressed in a proactive manner to ensure the continued delivery of services within agreed timescales and to the required quality level. Internal audits of processes, system access, knowledge, security and of the management system itself are undertaken to support the Senior Management reviews, ensure compliance and identify any areas for improvement. Management system policies and procedures are documented, maintained and are available to staff and identified interested parties as required. Process and reference documentation is maintained and updated for each service being delivered.

Liberata's overarching governance approach will underpin the services to be delivered under this contract, as demonstrated per the diagram in previous sections.

On a monthly basis Liberata will provide a report, detailing performance and metrics relating to these services, including performance against KPIs. This will also include details of any issues identified both as part of Liberata services and in the end to end process, although significant issues will always be reported to HMCTS when identified and escalated as appropriate to ensure minimal impact to services delivered.

Liberata provides a helpdesk to support query management for all services provided. Calls can be logged via telephone or email. There is also provision for ad-hoc requests to be submitted via email, should there be a requirement for provision of information in respect of services delivered. Where there is a requirement

for provision of new data or management information on an ongoing basis this is managed through the standard contractual change request process.

## 2 Service Delivery continued

**The Service Delivery element has a 50% weighting overall.** The weighting of each question within the Service Delivery section is noted by each question. There are 4 questions in the Service Delivery element.

2.4 Detail the approach to be adopted to deliver each of the workstreams covering the processes set out in section 15.4 General Services requires to support the contract (of the Commercial and Service Specification). The response shall demonstrate a clear understanding of the requirements and consideration of the issues.	Available score	Weighting
<p>The response shall cover, but not be limited to, detailing the following elements:</p> <ul style="list-style-type: none"> <li>• Identification of the range of requirements, understanding of the issues with a clear rationale and strategy to address these and to deliver all the required outputs;</li> <li>• Evidence of a clear understanding of each of the service elements. There should be a clear rationale for the chosen approach, considering practicality, quality and resourcing implications;</li> <li>• Provide a detailed rationale that the supplier understands how services will change under Transformation and how the supplier will support the delivery of this;</li> <li>• An outline of any associated benefits and any risks or disadvantages of the proposed approach and method;</li> <li>• Process for handling of requests for information and / or queries from the Authority.</li> </ul> <p><b>Evaluation Criteria</b></p> <p>The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.</p> <p>The response shall demonstrate a clear understanding of the requirements detailed in the Commercial and Service Specification and provide a clear description of the proposed methodology. The response shall highlight the feasibility and practicality of the proposed approach. In addition, the following shall be considered:</p> <ul style="list-style-type: none"> <li>• Use of robust methodology to deliver data at the required level of quality;</li> <li>• Clear demonstration of knowledge of HMCTS;</li> <li>• Well thought out and proportionate provision of project level monitoring and evaluation throughout the delivery of the service;</li> <li>• Demonstrate knowledge and understanding of carrying out similar types of banking services;</li> <li>• Good communication with the Authority throughout, with early identification and resolution of any problems;</li> <li>• Suitable measures proposed to identify and address any performance failures.</li> </ul> <p><b>Insert your response in the pre-set shaded space on the following page. Your response must be limited to 15 sides of A4 paper. Margins must not be altered. Arial Font size 11.</b></p>	<b>0-3</b>	<b>1</b>

Liberata will continue to deliver the following general services to support the overall requirements of the new contract from 1<sup>st</sup> January 2019. These services comprise:

- Banking Stationery
- Cash delivery and Collection
- Consolidated Funds Extra Receipts / Inter-Departmental Transfers
- Funding Process
- Chargebacks
- Payments and Secure Cheque Printing
- Banking Administration and other Banking Services
- Management Information
- Data and Management Information Storage and Reporting
- Helpdesk and Support.

All KPIs as outlined in the Commercial and Service Requirements Specification relating to these services will be delivered.

There are some amendments to existing process and some new requirements outlined in the specification of these services. These will be detailed within this section of our response and form part of the mobilisation plan as detailed in Section 1.

### **Banking Stationery**

Liberata will continue to provide all required banking stationery to HMCTS County, Crown and Magistrates' Courts, Probate Offices, Tribunals, Fixed Penalty Offices, Magistrates' Accounting Units and Bulk Processing Centres, together with third party service providers who bank cheques on behalf of HMCTS.

Banking stationery comprises Bank Giro Credit Books for cash and cheque deposits and pre-printed cheque stationery for sites where cheques continue to be generated locally from HMCTS case management systems.

Where banking stationery is required by HMCTS sites or third party service providers where reconciliation of bank accounts is centralised with Liberata, banking stationery will be provided with the appropriate referencing to support identification of the transaction back to the originating site. Stationery for these locations will be added to the Liberata auto-replenishment service. We will continue to submit utilisation data automatically extracted from transactions notified to Liberata via various HMCTS business processes to ensure that sites do not run out of stock.

For Magistrates' sites where stationery is required to support the banking of transactions into the commercial bank accounts and to produce cheque payments from these accounts, Liberata will provide stationery upon request. There may also be a requirement for bespoke stationery to be provided on an ad-hoc basis to facilitate regular deposits by individuals when specific payment instalments are agreed through the Magistrates' Court. In addition, stationery will be required to support the banking of cash bail deposits, when Courts provide the depositor with a paying-in slip to bank the cash direct with Nat West.

Liberata's processes ensure that all stationery is securely delivered to a named contact at each site. Liberata's service includes the management of the stationery provider and all costs for banking stationery are borne by HMCTS as a pass through charge from Liberata.

### **Cash Delivery and Collection**

Liberata will continue to manage the delivery of cash and collection of cash and cheques from nominated sites across HMCTS. Cash collections are organised per HMCTS requirements based on the volume and value of cash deposits required by each site.

Liberata manages the process of cash delivery and collection, which is sub-contracted to G4S. Processes are in place for HMCTS sites to request set-up, amendment or closure of services as required. A one month notice period is required for any changes to collection arranged. The cash collections process currently supports three cash indemnity levels, namely £7,500, £20,000 and £40,000.

Collections are scheduled at varying frequencies at site level in accordance with HMCTS business requirements. Liberata also supports an ad-hoc collection or cash delivery service, which requires three working days' notice to schedule.

Liberata liaises with the service provider to ensure that if services are missed they are recovered on a timely basis. Feedback is provided to the service provider based on data submitted by HMCTS in respect of service performance. This is an area that requires increased focus as there are few HMCTS sites that currently submit their performance reports on a monthly basis. Liberata will consider alternative processes that could be employed to capture this data to improve feedback in this area.

Where banking discrepancies arise in respect of missing cash deposits collected by G4S, Liberata will draw on the indemnities in place to recover funds on behalf of HMCTS. For other discrepancies, data from G4S will be utilised to support discrepancy investigations, as appropriate.

Liberata notes that, with the increased digitisation of payment systems together with centralisation of processes, the ongoing volume of collections will reduce over the new contract period.

### **CFER**

Liberata will continue to support the process for the calculation of CFER funds to be surrendered to HM Treasury or retained by MoJ in accordance with agreed schemes, together with the identification of funds required to be transferred to Other Government Departments which are collected via various HMCTS processes.

Liberata will continue to support a process to calculate amounts due which will include victims surcharge, enforcement and fixed penalty receipts, confiscation receipts amounts due from Criminal court charges together with sundry amounts reported via the BAR process.

Full reconciliations of all amounts identified will be provided to HMCTS on a monthly basis within five working days of GL close, although Liberata also supports provision of data during the month upon receipt of an ad-hoc request from HMCTS.

Liberata will request approval from HMCTS to make payments required in accordance with monthly and quarterly payment cycles. Authorised requests received from HMCTS by 11am will be paid on the day the authorisation is received; approvals received after 11am will be paid within one working day of receipt. In addition, Liberata will make additional payments at the request of HMCTS in accordance with the same cut-off and turnaround times described above. Currently Liberata processes authorised requests within one working day of receipt, Liberata will therefore make the appropriate updates to comply with this change.

All payments to Other Government Departments will be issued in accordance with the payment methods prescribed by Government Banking Regulations. Where amounts are surrendered to HMT, Liberata will complete and submit the appropriate EFA1 forms.

On the day the transfer is made the items will be brought to account via GL Journal which will be raised, approved and submitted to SSCL for processing on the day the transfer is made.

### **Funding Process**

As part of Liberata's management and reconciliation services for HMCTS and MoJ bank accounts, there is a requirement for Liberata to complete various calculations to ensure that account balances are maintained in accordance with HMCTS and Government Banking / Treasury Requirements. Liberata will continue to deliver this service from 1<sup>st</sup> January 2019.

The process for management of balances in commercial bank accounts, together with processes for identification of third party monies within the Trust Bank Accounts is described under previous sections of this submission. In addition, on a monthly basis Liberata completes a calculation to identify third party funds held across the remaining HMCTS bank accounts. This calculation is used to complete a monthly transfer of HMCTS monies to the main HMCTS GBS bank account. Transfers to and from the various accounts under management are processed by Liberata by close of business on the last working day of each month. All transfers are brought to account via GL journal which is submitted to SSCL for processing on the day the transfer is made.

### **Chargebacks**

Liberata will continue to support the management of chargebacks to support a number of HMCTS business processes as described below.

Chargebacks are currently debited to a central HMCTS bank account as part of the overall Merchant Provider charges on a monthly basis. However, HMCTS business systems and processes require Chargebacks to be managed on an individual basis in order that they can be attributed to the correct case within their various business systems. To support this process Liberata downloads a weekly report, via a secure portal with the HMCTS merchant provider. This report details all chargebacks and chargeback recoveries which have not been individually debited or credited to the bank account into which the original card receipt was paid. For all services where Liberata manages the earlier process for the notification and defence of potential chargebacks, Liberata will import the weekly Chargebacks report into a Liberata solution which matches the items reported with data held in Liberata's Chargebacks system. There are various outputs and actions which are generated from this system as detailed below:

For IAC Fees Chargebacks and Chargeback recoveries matched with data in the Liberata Database, a bank transfer and journal adjustment are generated to transfer the individual Chargeback values, with the appropriate referencing to/from the main HMCTS bank account to the IAC Fees bank account. The individual debits / credits to the IAC Fees bank account are subsequently identified from the bank data feed and processed through the Liberata IAC Fees solution to match with the appropriate case and generate the required automated outputs to the ARIA system to support ongoing case management of this appeal case. Where there is a Chargeback for IAC Fees which cannot be matched with a transaction in the Liberata Chargeback solution, this is escalated to the appropriate business contact in HMCTS to resolve with Barclaycard. In this scenario, no bank transfer is made, but a journal entry is generated to adjust the merchant charges GL account as appropriate and transfer the item to a Chargebacks Debtor GL account pending resolution.

For MCOL and PCOL Chargebacks / Chargeback recoveries matched with data in the Liberata Database, a journal adjustment is generated to create an outstanding item on the HMCTS bank reconciliation for each chargeback identified (the contra being to the merchant charges GL code). There is no requirement to transfer funds for these cases. Liberata's reconciliation solution will identify these adjustments when loaded into the bank reconciliation via the GL feed from SOP and will automatically create a feed into the MCOL/PCOL Dr/Cr card reconciliation in order that the items can be dealt with via the agreed business process for these transactions as part of the MCOL/PCOL service. Where there is a Chargeback for MCOL/PCOL which cannot be matched with a transaction in the Liberata Chargeback solution, this is escalated to the appropriate business contact in HMCTS to resolve with Barclaycard. In this scenario, a journal entry is generated to remove this item from the merchant charges GL account and transfer the item to a Chargebacks Debtor GL account pending resolution.

For Pentip Chargebacks matched with data in the Liberata Database, a bank transfer and journal adjustment are generated to transfer the individual Chargeback values, with the appropriate referencing, from the main HMCTS bank account to the Pentip bank account. The individual debits / credits to the Pentip bank account are subsequently identified from the bank data feed and managed by Liberata as part of the Pentip service, i.e. the notice in Pentip is failed for Chargebacks debited and the appropriate journals are generated within the Trust GL. Where there is a Chargeback for Pentip Fees which cannot be matched with a transaction in the Liberata Chargeback solution, this is escalated to the appropriate business contact in HMCTS to resolve with Barclaycard. In this scenario, no bank transfer is made, but a journal entry is generated to remove this chargeback from the merchant charges GL account and transfer the item to a Chargebacks Debtor GL account pending resolution.

For Rolls Building e-filing services where Chargebacks / Chargeback recoveries are matched with data in the Liberata Database, a journal adjustment is generated to create an outstanding item on the HMCTS bank reconciliation for each chargeback identified (the contra being to the merchant charges GL code). There is no requirement to transfer funds for these cases. Liberata's reconciliation solution will identify these adjustments when loaded into the bank reconciliation via the GL feed from SOP and will automatically create a feed into the Liberata Rolls Building e-filing Reconciliation in order that the items can be dealt with via the agreed business process for these transactions. Where there is a Chargeback for Rolls e-filing which cannot be matched with a transaction in the Liberata Chargeback solution, this is escalated to the appropriate business contact in HMCTS to resolve with Barclaycard. In this scenario, a journal entry is generated to remove this item from the merchant charges GL account and transfer the item to a Chargebacks Debtor GL account pending resolution.

For new Reform online services where Chargebacks / Chargeback recoveries are matched with data in the Liberata Database, a journal adjustment is generated to create an outstanding item on the HMCTS bank reconciliation for each chargeback identified (the contra being to the merchant charges GL code). There is no requirement to transfer funds for these cases. Liberata's reconciliation solution will identify these adjustments when loaded into the bank reconciliation via the GL feed from SOP and will automatically create a feed into the Liberata Online Reconciliations in order that the items can be dealt with via the agreed business process for these transactions under new Reform Online services. Where there is a Chargeback for Reform Online which cannot be matched with a transaction in the Liberata Chargeback solution, this is escalated to the appropriate business contact in HMCTS to resolve with Barclaycard. In this scenario, a journal entry is generated to remove this item from the merchant charges GL account and transfer the item to a Chargebacks Debtor GL account pending resolution.

For BAR Sites where Chargebacks / Chargeback recoveries are identified based on the merchant outlet ID, these cannot be matched with data in the Liberata Database as all Chargeback referrals from the merchant provider are managed at site level. For these transactions Liberata generates a bank transfer and journal adjustment to transfer the individual Chargeback values, with the appropriate referencing to/from the HMCTS centralised bank account. Liberata's reconciliation solution will identify these adjustments when loaded into the bank reconciliation via the bank data feed from RBS and these will automatically be notified to the appropriate BAR site as part of the daily notification of electronic receipts and Chargebacks under the BAR process.

The above processes have been designed to ensure the outputs from Liberata's Chargebacks solution dovetail into other existing HMCTS processes. This ensures timely notification within standard processes and workflows for each HMCTS business area.

Where Chargebacks / Chargeback recoveries are detailed on the report from Barclaycard and Liberata is unable to attribute the Chargeback item to the appropriate business area, i.e. because the outlet reference is not held by Liberata a journal entry is generated to remove this item from the merchant charges GL account and transfer the item to a Chargebacks Debtor GL account pending resolution. These transactions are notified to an agreed HMCTS contact for resolution.

All journal adjustments are approved and submitted to SSCL for processing on the day the Chargebacks processing of weekly reports takes place.

Following referral of items to HMCTS business owners, upon notification of the appropriate service / case information in respect of these transactions, Liberata will process the transaction through the appropriate business process, as detailed above to clear the items and bring them to account via the relevant HMCTS business process.

The GL debtor account to which Chargebacks awaiting resolution are coded is reconciled by Liberata. This reconciliation is provided to HMCTS on a monthly basis within three working days of GL closure.

Liberata notes the new requirements for this service detailed with the Commercial and Service Requirements Specification for a monthly report of Chargeback data to be provided to HMCTS. This report will be specified and developed as part of contract mobilisation, and is reflected in the mobilisation plan under Section 1 of this response. There is a dependency for HMCTS to confirm the recipient(s) of this report.

### **Payments and Secure Cheque Printing**

Liberata provides a service to issue cheques and BACS payments on behalf of HMCTS requested via the Banking and Accounting Returns (BAR) submitted to Liberata. Interface files are received in respect of CAPS payments as detailed under Section 2.2 of this response.

For payment requests received from BAR Sites there is no facility to check for duplicate payments as would take place for duplicate interface files. Payment requests within each BAR return is approved at site level by an HMCTS authoriser prior to submission to Liberata. Validation of mandatory data fields does take place for payment requests submitted via BAR.

As part of the BAR data consolidation and processing solution, validated payment requests are output and loaded into the Liberata payment system. This system supports consolidation of payments for Official Receiver transactions across all BAR sites to ensure that only a single payment is issued to this organisation on a daily basis. Further consolidation of payments to the same individual or organisation are also managed through the BAR payment request at site level. Liberata's payment solution for Manual Payment Requests via BAR supports BACS, Cheque and payments to foreign bank accounts (sterling only).

Accounting entries for BAR payments are processed via the BAR accounting outputs, debiting the appropriate code for the payment and setting up a creditor for payments awaiting issue. All BAR payments are loaded into the Liberata payment solution on the day the validated payment request is received and payments are generated the next working day.

Liberata's payment solution generates a BACS file output, which is automatically transferred via SFTP to the Liberata BACS Bureau software. A control sheet which reconciles the total BACS payment requests received via BAR with the BACS file output is also generated and issued to the BACS authoriser. This is used to support the checks employed prior to a BACS payment file being authorised and transmitted to BACS. Liberata's payment solution also generates a BACS remittance for all payments issued; these are printed and posted within one working day of the payment being issued. A GL journal is also generated from the Liberata payment system to account for all BACS payments made. This journal is approved and submitted to SSCL for processing on the day the BACS payments file is approved.

Liberata's payment solution generates a cheque file output, which is automatically transferred via SFTP to the Liberata secure cheque payments system. A control sheet which reconciles the number and value of cheque payment requests received via BAR with the cheque file output is also generated and issued to the cheque pay run authoriser. This is used to support the checks employed prior to a secure cheque print being initiated. The cheque output file also includes remittance data which is printed with the cheque. Cheques are printed and posted on the day the payment file is generated i.e. within one working day of receipt of valid payment request via BAR. A GL journal is also generated from the Liberata payment system to account for all cheque payments made. This journal is approved and submitted to SSCL for processing on the day the cheques are produced.

Where a BACS payment is rejected, Liberata will automatically update the payment solution and a cheque

will be issued on the next available payment run. A GL journal is generated from this system to bring the BACS rejection to account. This is approved and submitted to SSCL on the day the rejection is confirmed.

For cheque payments, Liberata will generate a positive pay file which is uploaded to RBS on the day the cheque payments are issued. All cheque exceptions and technical referrals notified to Liberata by RBS are investigated and responses issued to the bank by the required deadline.

For BAR manual payment requests, returned cheques are notified to the appropriate BAR site. These are also updated on the Liberata payment system to cancel the payment transaction in order that BAR sites can submit new instructions via the BAR payment process without the risk of payments being duplicated in the HMCTS accounts.

For all cheque payments issued from HMCTS bank accounts managed by Liberata, should HMCTS wish to stop a cheque, Liberata will validate and either process or reject all revocation requests received by 1pm on the day of receipt, ensuring that the request is submitted to the Banking Service provider in accordance with their deadline. Liberata will notify the outcome of the revocation request on the day this is confirmed by Liberata.

The bank account from which BACS and cheque payments are issued is reconciled by Liberata on a daily basis and all outstanding reconciliation items are escalated to HMCTS on a weekly basis.

### **Banking Administration and other Banking Services**

Liberata will continue to provide banking administration and other banking services from 1<sup>st</sup> January 2109 as detailed below.

Banking administration services are provided for both the commercial bank accounts provided to HMCTS by Liberata and the GBS account which Liberata manages on behalf of HMCTS.

These general banking services include:

- Management of account signatory panels
- Provision of electronic banking system administration function for both Liberata staff and for HMCTS staff who access the commercial bank accounts
- Identification and management to resolution of all banking discrepancies, acting as the key liaison point with the bank
- Upon request, providing an encashment service for cheques issued
- Providing a centralised service to bank foreign cheques received by HMCTS and confirm the sterling amounts negotiated back to the appropriate business area
- Issue foreign payments via electronic banking systems for accounts managed by Liberata
- Notification of changes made to existing bank accounts
- Notification of set-up of new bank accounts (following previous approval from HMCTS)
- Management of closure of bank accounts, supporting transition work as required by HMCTS

For all bank accounts managed by Liberata for HMCTS and MoJ Liberata provides a full daily reconciliation service. These reconciliations (with the exception of currency bank accounts) are managed through Liberata's automated reconciliation solution which imports data feeds from the bank(s) and Oracle GL (SOP) each working day as part of an overnight process. Data is pulled by Liberata via SFTP, validated and loaded into the reconciliation system. Liberata's reconciliation service includes identification of all outstanding reconciling items which have not cleared in accordance with expected clearance timescales as defined at transaction level. All outstanding items are escalated to HMCTS on a regular basis. As part of the general banking and reconciliation services provided to HMCTS Liberata also manages all time expired

cheques and reverse time expired cheques, holding funds in third party balance sheet accounts which are reconciled by Liberata. This reconciliation is provided to HMCTS on a monthly basis and after an agreed period Liberata will request HMCTS approval to clear these funds via the CFER (or other) process.

Monthly bank reconciliations are provided to HMCTS within five working days of GL close. Commentary and RAG statuses for bank reconciliations are also provided to HMCTS, providing a further notification and escalation process for outstanding issues on reconciliations which need to be addressed.

Liberata also provides reconciliation services for balance sheet control accounts, ET Refunds and to support various payroll services delivered to the MoJ by Liberata under a separate G Cloud contract. These reconciliations are also provided to HMCTS on a monthly basis within five working days of GL close, together with a report detailing the RAG Status and escalation of key issues which need to be addressed.

Currently the majority of these reconciliations are transferred to a shared drive on the MoJ system for Finance Teams to access although there is an opportunity for the HMCTS to access Liberata's reconciliation system to view reconciliations on line. This option is detailed as a future service enhancement under section 4 of this response.

For specific HMCTS services which currently comprise IAC Fees, MCOL, PCOL, Rolls E-filing, Reform Online and Pentip, Liberata completes Dr/Cr card reconciliations. With the exception of Reform Online these are three-way reconciliations between the bank settlement, Dr/Cr card settlement reports automatically generated from the merchant provider reporting solution and Dr/Cr card transactional data loaded into HMCTS business systems. For Reform Online this is a four way reconciliation which also includes reports downloaded from Gov.UK Pay. Outstanding reconciliation items and exceptions identified through these reconciliations are notified and escalated in accordance with agreed process appropriate to each service. These reconciliations are all managed through Liberata's automated reconciliation solution.

For some bank accounts there is a requirement for Liberata to provide bank statement data to specified HMCTS sites to enable these sites to identify electronic receipts and bring these transactions to account. This service is provided for the CAPS, TEC and centralised bank account. Electronic receipt transactions are allocated a unique reference by Liberata when loaded into Liberata's reconciliation solution and this enhanced data is reported to the appropriate site. Liberata identifies the site to which a transaction should be reported by reference to data which will form part of a reference field provided as part of each individual transaction in the bank data feed. For TEC and CAPS there are individual bank accounts for each site from which data is also reported. Where the data from the bank does not include a reference string that can identify the transaction to a specific site, Liberata issues a notification to all BAR sites in order for these sites to investigate and claim the receipt as appropriate. The unique reference provided by Liberata for each transaction is quoted on the BAR when the receipt is brought to account to facilitate validation and reconciliation of amounts reported, together with identification of outstanding items that require escalation.

In total Liberata currently provides HMCTS / MoJ with 155 reconciliations on a monthly basis. Some reconciliations produced by Liberata do not form part of the monthly reconciliations data provided to Finance Teams, that is, Dr/Cr card reconciliations and missing returns reconciliations. However outstanding items from these reconciliations do form part of ongoing liaison and escalation of issues to HMCTS.

### **Management Information**

Liberata currently provides a range of MI to HMCTS on a regular basis. During the current G Cloud contract this MI provision has been significantly expanded with the introduction of two new reporting areas namely Cash Reporting and Income Reports.

On a monthly basis Liberata provides reports to the HMCTS Cash Management Team which provide the following data for all HMCTS Bank accounts managed by Liberata:

- Report 1 - Summary of Cash Receipts by Receipt Method and Income Type. This report details total receipts into HMCTS Bank Accounts under management, split by receipt type i.e. Cash, Cheque,

BACS, CHAPS/FP, DD and Dr/Cr Card and by jurisdiction i.e. County, Crown, Probate, Tribunals, MCOL and PCOL, Fee Account and Other.

- Report 2 - Cash Receipts by Receipt Method and Income Type. This report provides the information as per Report 1 but this is detailed at individual bank account level whereas report 1 provides a total across all bank accounts.
- Report 3 - Summary of Receipts by Receipt Method by Day. This report details the total receipts across all HMCTS bank accounts under Liberata management by receipt type and day for each working day in the month.
- Report 4 - Summary of Receipts by Income Type by Day. This report details the total receipts across all HMCTS bank accounts under Liberata management by receipt type and income type i.e. jurisdiction for each working day in the month.
- Report 5 – Receipts by Receipt Method by Day. This report details the receipts across all HMCTS bank accounts under Liberata management by receipt type and day for each working day in the month. This is a detailed report which provides this data at individual bank account level whereas report 3 provides summary totals across all bank accounts.
- Report 6 - Receipts by Income Type by Day. This report details the receipts across all HMCTS bank accounts under Liberata management by income type i.e. jurisdiction and day for each working day in the month. This is a detailed report which provides this data at individual bank account level whereas report 4 provides summary totals across all bank accounts.
- Report 7 – Memorandum. This report provides a reconciliation of total receipts into HMCTS bank accounts compared with the receipts reported in reports 1 to 6 above, the difference representing book transfers which comprise movement of funds between bank accounts to support various business processes and funding / de-funding activities. These are excluded to avoid double-counting and totals are provided for completeness for the cash management team.
- Report 8 – Memorandum Detail. This report provides a reconciliation of total receipts into HMCTS bank accounts by bank account and by working day compared with the receipts reported in reports 1 to 6 above, the difference representing book transfers which comprise movement of funds between bank accounts to support various business processes and funding / de-funding activities. These are excluded to avoid double-counting and totals are provided for completeness for the cash management team.

These reports are issued via secure email to the HMCTS Cash Management Team by close of business on working day two each month.

On a monthly basis Liberata currently delivers reports to the HMCTS Income Planning Team which provide the following data:

- Income Report which summarises the volume and value of transactions by Fee Type. This report includes details of Fees, Remissions and Refunds. Data is summarised at AR Memo Line level but full transactional data is also provided to support the summary report
- Receipts Report which summarises the volume and value of transactions of matched receipts by Fee Type together with details of unallocated receipts for each service. This report includes details of receipts by receipt method and fee type summarised at AR Memo Line level. This report also details receipt exceptions i.e. Chargebacks, Unpaid Cheques, Unpaid Direct Debits and recoveries thereon. Full transactional data is also provided to support the summary report.
- Aged Debt Report, which details all transactions that make up the overall debtor position for each service reported against the following ageing categories; current; 1-30 days overdue; 31-60 days

overdue; 91-180 days overdue; 181-360 days overdue and 361+ days overdue. Any write-off transactions approved by HMCTS and processed across the services reported are recorded as additional information as part of the aged debt report.

Currently these reports are provided for the following service areas:

- Fee Account (includes E-Filing and Reform Online PBA transactions)
- Rolls Building E Filing
- MCOL and PCOL DD
- MCOL and PCOL Dr/Cr Card
- TEC
- Reform Online (excludes PBA which is included in Fee Account)

Liberata notes the following updates required to this service which are included within the mobilisation plan detailed in Section 1 of this response, namely:

- Addition of IAC Fees Report; and
- Addition of Manual BAR Report.

The manual BAR report cannot be produced at the same level of detail as other reports currently provided to HMCTS as the BAR currently does not report the majority of data at transaction level. On this basis, Liberata will share the report specification with HMCTS once developed which will detail the reporting data that will be provided at the lowest level of detail available.

These reports will be provided with effect from the first reporting month of the new contract period i.e. reports produced in February in respect of transactions for January 2019.

Liberata has not included Digital BAR in the above list of additional requirements as this data will automatically be incorporated into the Reform Online report once the Digital BAR pilot commences.

The above reports are generated utilising data held in Liberata's reconciliation system across various reconciliations therein.

As stated above, Liberata provides a range of regular reports to HMCTS as detailed in the table below. The full listing of these reports is detailed in Section 4. Liberata ensures that data provided to HMCTS is accurate and timely, and should further analysis be requested this is predominantly delivered as part of the standard service. Many of the existing reports are at transactional level, and are always reconciled and checked prior to issue. Our proposal is to continue to deliver these reports from the outset of the new contract i.e. 1st January 2019, albeit this list will be updated prior to 1<sup>st</sup> January 2019 to reflect new and amended MI requirements identified under the Commercial and Service Requirements Specification. However, we recommend a review be undertaken to confirm ongoing requirements in respect of MI. Liberata's proposal in this area is detailed in Section 4.

#### **Data and Management Information Storage and Reporting**

Liberata currently manages the storage and reporting of data received from HMCTS and MoJ under the Financial Transactions Processing G Cloud Contract. Ownership of this data remains with HMCTS and access to data can currently be provided via various options, namely:

- Through provision of regular MI reports
- Through provision of ad-hoc requests for information

- Through access to data by attendance at Liberata offices (for example utilised by NAO as part of annual audits)
- Via some online reporting tools currently available or pending roll-out within the current contract period i.e. ET Fee Refunds and Fee Account Replacement

Liberata notes the requirement for the minimum information required to be held for each transaction. Liberata has annotated this requirement below where this information is not currently provided to Liberata:

- Date
- Customer (this is not provided for all transactions / services)
- Court Location
- Income / Fee Type (this may only be available at memo line level for some services)
- Payment Method (not all data provided enables Liberata to match the receipt method to individual or consolidated transactions)
- Remissions and refunds (not provided for all services as some only provide net amounts)
- GL Coding
- Memo lines – where applicable

Liberata notes the requirement to allow some HMCTS staff read only access to this database to run reports and interrogate the data. This is an area which will require further discussion in order for Liberata to fully understand HMCTS' requirements. This is identified in the mobilisation plan as an initiative to begin prior to contract commencement, albeit the full solution will be implemented after new contract commencement. Further information on reporting is detailed in the MI section of this response.

### **Helpdesk and Support.**

Liberata will continue to provide a helpdesk to support queries across all of the services contained with the Commercial and Service Requirements specification. Liberata currently provides secure email addresses to the MoJ to support service provision and day to day business as usual interactions. We note that the removal of GCSX mailboxes will need to take place early in 2019 therefore Liberata has ensured that our email system is compliant with government email requirements namely using Transport Layer Security (TLS) 1.2 or later and using Domain-based Message Authentication, Reporting and Conformance (DMARC) and Domain-Keys Identified Mail (DKIM). Liberata will update the list of services and related email addresses for issue to HMCTS under Mobilisation.

Liberata's helpdesk will be available each working day between 8.30am and 17.30pm and can be used to support query management for all services provided. Calls can be logged via telephone or email. There is also provision for ad-hoc requests to be submitted via email, should there be a requirement for provision of information in respect of services delivered. Where there is a requirement for provision of new data or management information on an ongoing basis this is managed through the standard contractual change request process.

We would continue to use existing helpdesk numbers as detailed below, although we will introduce a new number for Technical Support following the release of the redeveloped Fee Account Solution. This number will be confirmed as part of Fee Account roll-out before the end of 2018.

Banking & Accounting Returns

All other service related enquiries

Service Developments and Change Requests

Technical helpdesk – to be confirmed.

All calls will be logged and either a full response or confirmation of when a full response will be provided will be confirmed within two working days of receipt of a call into our helpdesk. The change to service levels as detailed in the Commercial and Service Requirements specification will be configured and implemented prior to mobilisation in accordance with the new requirements. This includes the percentage of calls answered within one minute together with the requirement for an acknowledgement of all emails logged within 30 minutes of receipt.

The services described in this section are managed across Liberata's banking, payments and reconciliation solutions together with the service wrapper thereon as described under G Cloud 10. These facilitate receipt and transformation of data to generate the required outputs, whilst maintaining a full audit trail of key control points within the process to ensure the integrity of the service. For example the UKBA validation process involves complex scripting to validate requests for payment. These are based on a detailed set of rules defined by Liberata predicated on the logic that resides within the IAC Fees system for the management of cases which can often involve apportionment of receipting transactions for group appeals. For such services, Liberata resources are employed on the more complex elements of the service, for example exceptions management, together with the ongoing support and development of our core solutions and systems.

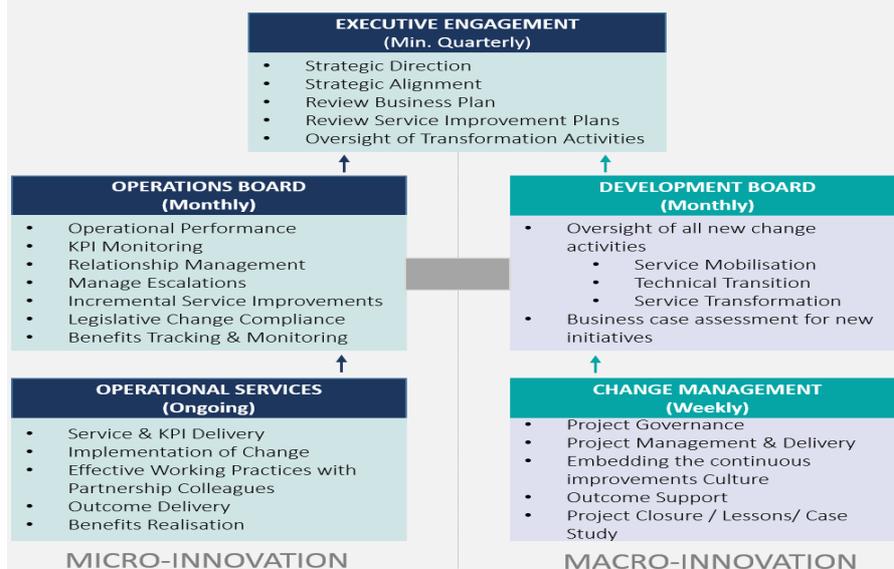
Many of the services provided by Liberata have dependencies on other HMCTS service providers, where there are issues with inputs from these organisations Liberata will identify and escalate issues to HMCTS as appropriate. Where these issues impact Liberata's KPIs it is assumed that the clock will stop until the issue is resolved and should the issue remain unresolved for a significant timescale Liberata will agree the recovery timescales for services with HMCTS on a case by case basis. Key dependencies will be with SSCL for provision of access to SOP to upload data and generate reports, CGI for various file transfer data feeds, Banking and Merchant service providers, together with Gov.UK Pay. Wherever possible Liberata develops solutions that minimise the impact issues that arise, but this cannot be entirely negated due to the nature of the transactional processes supported.

As detailed in Section 1, to support our analysis of service requirements, Liberata has reviewed the System and data security, data protection, data retention, data transfer, information assurance, IT access and Business Continuity requirements as detailed in the Commercial and Service Requirements Specification. Liberata confirms compliance with these requirements, per the detailed information provided under Liberata's G Cloud 10 documentation. In summary, Liberata's solutions are hosted in locations accredited to ISO27001 in dual UK data centres which are geographically remote. Liberata maintains PSN accreditation, for which we undertake an annual audit by CHECK accredited assessors. Our servers are attack-hardened, regularly patched, run anti-virus software and are protected by firewall and traffic management solutions including intrusion detection. The desktop estate is similarly maintained, with hard disk encryption used for laptops and multi-factor VPN access required to access network resources. We also apply endpoint security. Our firewall rule base is annually audited and tested for overly permissive rules. All platform engineering team members are Security Cleared (SC), some desktop support staff are SC cleared, but as a minimum have BPSS. Liberata's Central Government Development and Systems Support Team have both BPSS and NPPV2 clearance. Our System Administration team ensures that staff joiners, movers, amendments and leavers process enacts the necessary changes of access to IT systems and business applications on a timely basis. We follow the principle of allocating users the least privilege necessary to perform their duties, and we do not allow shared passwords. Moreover, administrative staff have the access they need and no more, and use individually audited administrative accounts. Information security and GDPR training is mandatory and audited for all staff annually, and also provided continually via computer based learning refresher courses.

All services delivered will be subject to the management system protocols articulated under section one of this response, which detail the internal governance controls employed to monitor and constantly evaluate performance against the service requirements of contracts managed in the Cardiff Office. Internal protocols are in place at identified control points within each service to ensure that processing is to the expected

quality and volume levels. Where issues are identified, alerts are generated both internally and to the client as required so that they can be addressed in a proactive manner to ensure the continued delivery of services within agreed timescales and to the required quality level. Internal audits of processes, system access, knowledge, security and of the management system itself are undertaken to support the Senior Management reviews, ensure compliance and identify any areas for improvement. Management system policies and procedures are documented, maintained and are available to staff and identified interested parties as required. Process and reference documentation is maintained and updated for each service being delivered.

Liberata's overarching governance approach will underpin the services to be delivered under this contract, as demonstrated below.



On a monthly basis Liberata will provide a report, detailing performance and metrics relating to these services, including performance against KPIs. This will also include details of any issues identified both as part of Liberata services and in the end to end process, although significant issues will always be reported to HMCTS when identified and escalated as appropriate to ensure minimal impact to services delivered.

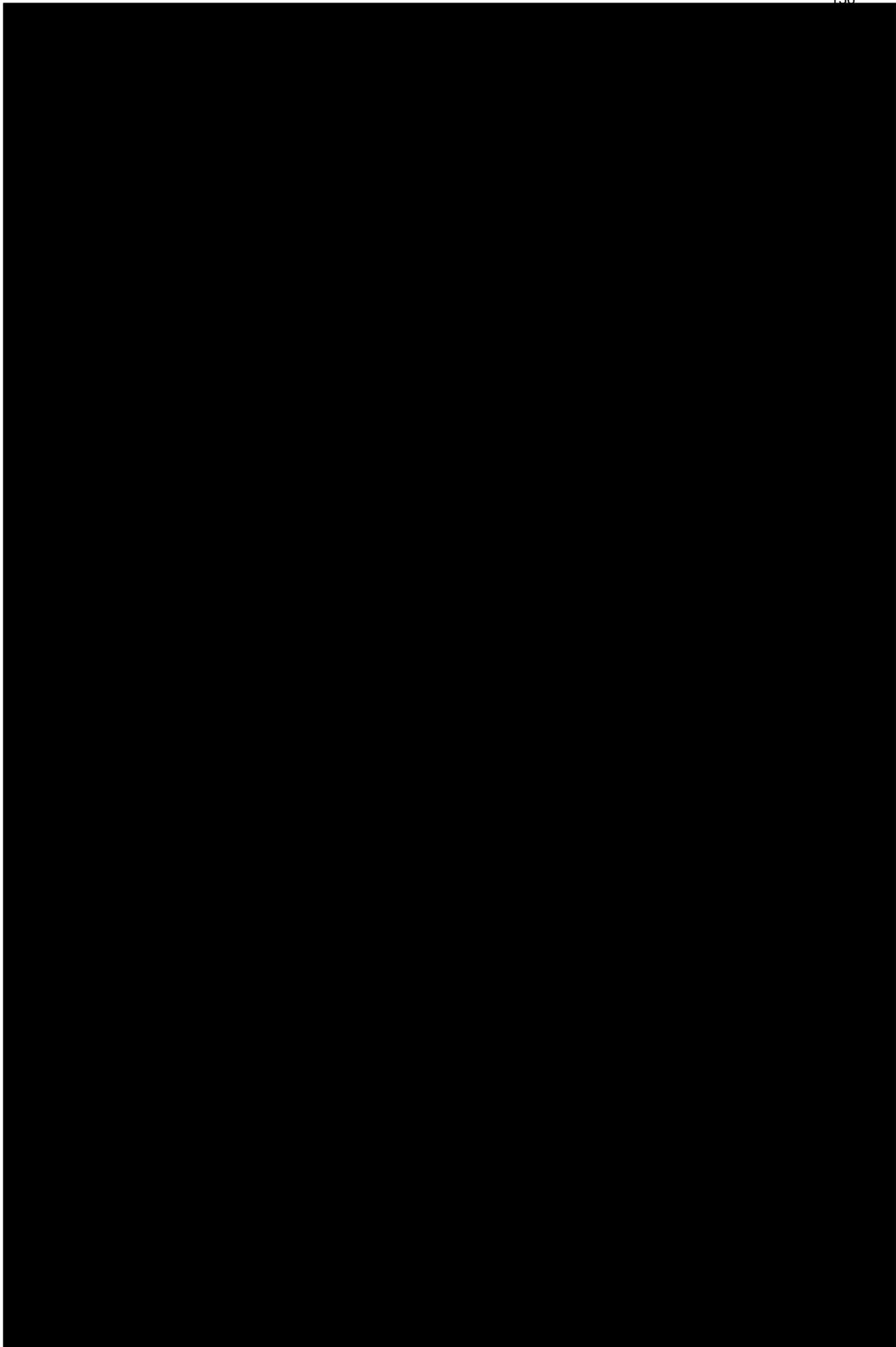
Liberata provides a helpdesk to support query management for all services provided. Calls can be logged via telephone or email. There is also provision for ad-hoc requests to be submitted via email, should there be a requirement for provision of information in respect of services delivered. Where there is a requirement for provision of new data or management information on an ongoing basis this is managed through the standard contractual change request process.

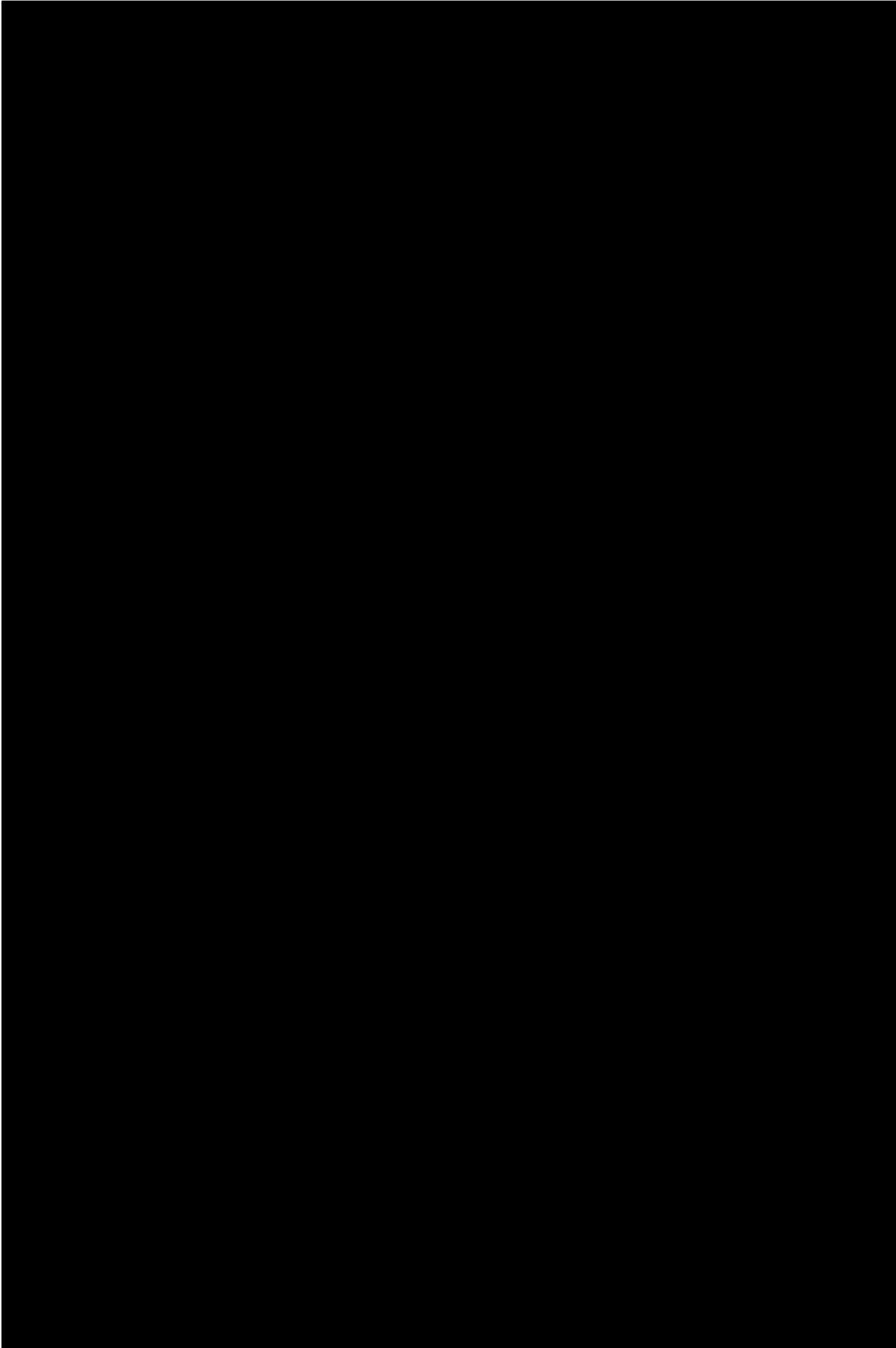
### 3 Innovation and Savings Initiatives

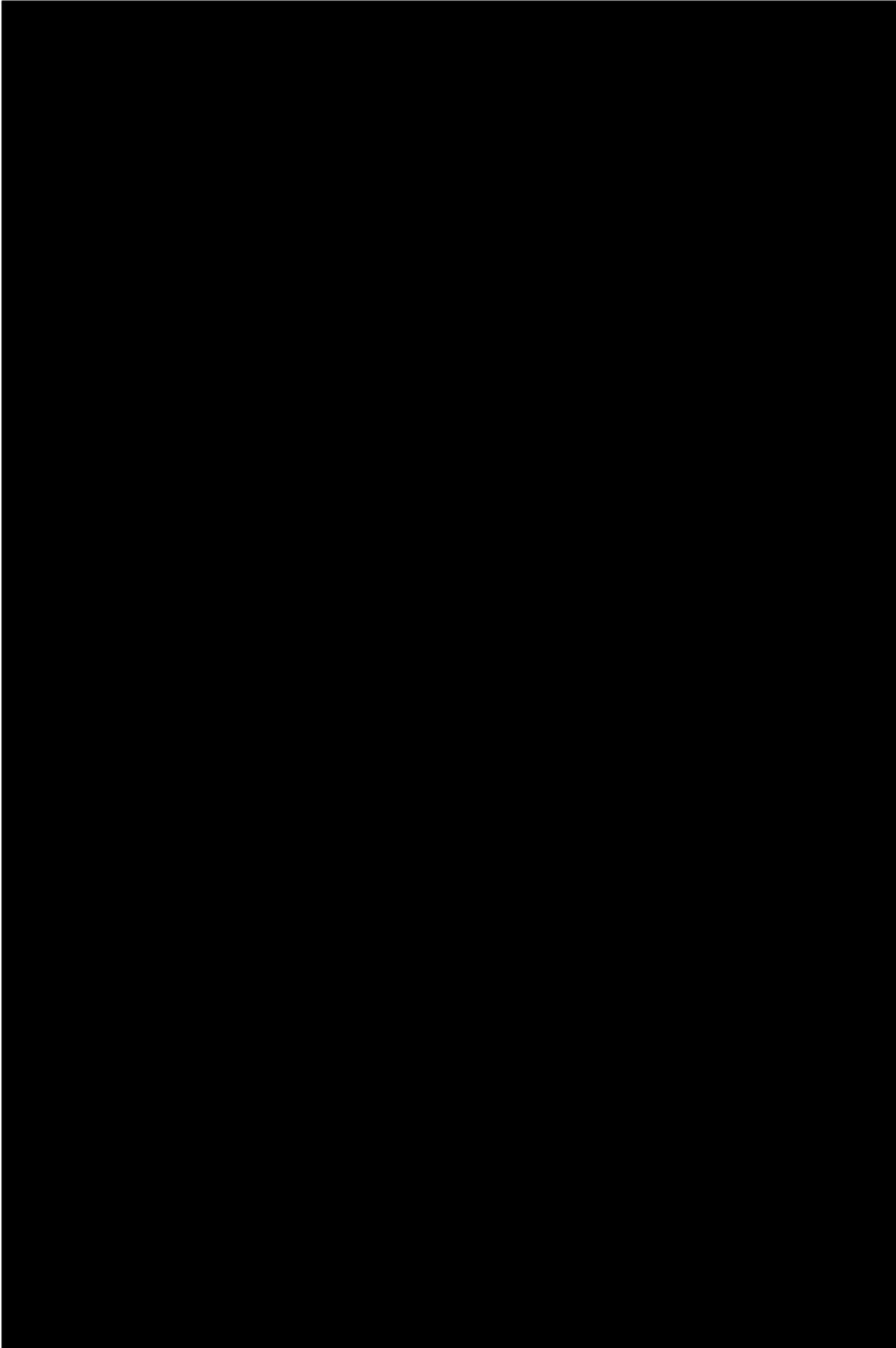
**The Innovation and Savings element has a 10% weighting overall.** The weighting of each question within the Service Delivery section is noted by each question. There is 1 question in the Innovation and Savings element.

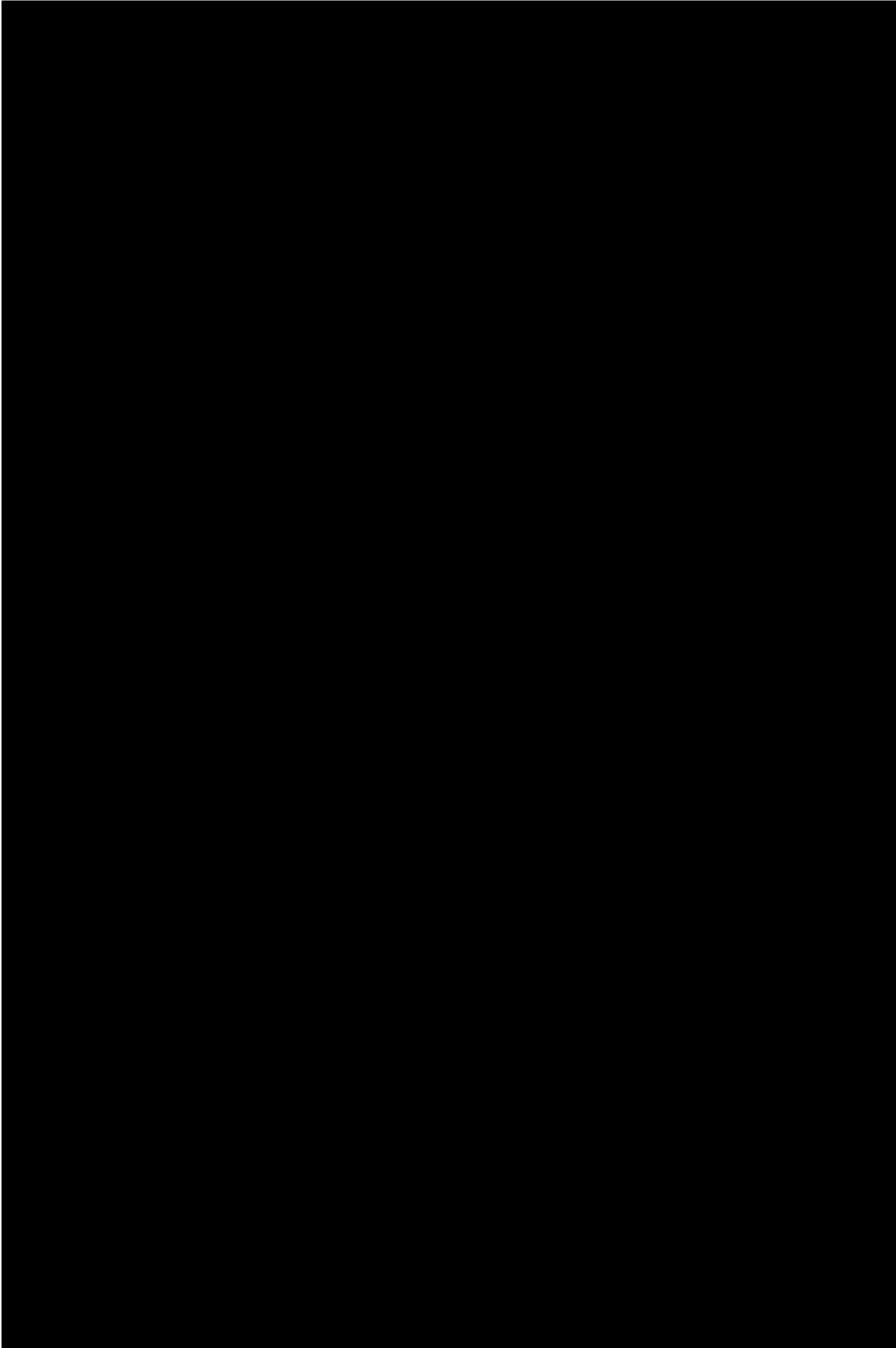
3.1 The delivery of innovation and cost saving initiatives regarding BAU processes and HMCTS Transformation programme is a vital element of the service.	<b>Available score</b>	<b>Weighting</b>
The response shall cover how the Supplier will work closely with HMCTS and other MoJ 3rd party Suppliers to deliver ongoing improvement and innovative solutions and savings initiatives throughout the Contract term, for example:	<b>0-3</b>	<b>1</b>

<ul style="list-style-type: none"> <li>• Digital banking returns, ensuring forms are self-validating;</li> <li>• Supporting our Payment Hub solution;</li> <li>• Actively supporting the removal of cheque payments from the system;</li> <li>• The Supplier may decide how to depict this but an innovation timeline may be helpful, including but not limited to; <ul style="list-style-type: none"> <li>• Proposal</li> <li>• Task</li> <li>• Indicative timeline</li> <li>• Assumptions</li> <li>• Constraints and dependencies with HMCTS/MoJ 3<sup>rd</sup> Party Suppliers impacted.</li> </ul> </li> </ul> <p><b>Evaluation Criteria</b></p> <p>The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.</p> <p>The response shall demonstrate;</p> <ul style="list-style-type: none"> <li>• Close working with HMCTS to continue the revolutionary approach HMCTS is taking in the Transformation programme.</li> <li>• Detailed proposals that can be achieved within the Contract term. HMCTS is particularly keen that the Supplier identifies noticeable improvements that have immediate cashable or efficiency benefits and can be delivered quickly after the project begins.</li> <li>• Detailed key areas already identified where significant cost savings may be available</li> <li>• How further proposals will be developed and communicated to HMCTS.</li> </ul> <p><b>Insert your response in the pre-set shaded space on the following page. Your response must be limited to 4 sides of A4 paper. Margins must not be altered. Arial Font size 11.</b></p>		
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#### 4 Reporting and Management Information

**The Reporting and Management Information element has a 30% weighting overall.** The weighting of each question within the Service Delivery section is noted by each question. There are 2 questions in the Reporting and Management Information element.

<p>4.1 The response shall demonstrate a credible, clear and robust approach to ensuring the accuracy, transparency and integrity of data, by;</p> <ul style="list-style-type: none"> <li>• Providing a summary of the detailed management and performance information that shall be provided to the Authority, including the frequency of reporting.</li> </ul> <p><b>Evaluation Criteria</b> The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.</p> <p>Tenders shall demonstrate an understanding of the importance of MI to the business, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• How data will be collected, analysed and protected;</li> <li>• How business and technical information will be presented to the Authority so that it is meaningful, easy to interpret and can be interrogated;</li> <li>• How ad hoc requests for data will be met;</li> <li>• How you will deal with third party failures affecting performance in gathering and analysing MI.</li> </ul> <p><b>Insert your response in the pre-set shaded space on the following page. Your response must be limited to 2 sides of A4 paper. Margins must not be altered. Arial Font size 11.</b></p>	<p><b>Available score</b></p> <p><b>0-3</b></p>	<p><b>Weighting</b></p> <p><b>1</b></p>
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Liberata currently provides a wide range of MI to HMCTS on a regular basis. The monthly report issued on the 7<sup>th</sup> working day each month provides a narrative of key volumes, trends and exceptions for all services provided to HMCTS under the G Cloud contract. This report also highlights key issues which have impacted processing during the month together with any service or performance issues identified by Liberata through their management controls and governance protocols. These issues will include the impact of third party failures on Liberata's performance. This report also provides an update on Change Requests and initiatives in progress. Liberata's monthly dashboard presents key highlights and challenges at summary level; these are explored in further detail within the monthly report. The monthly report also details transaction volumes for all services to support the monthly charges at transactional level and provides a month by month trend analysis for HMCTS information. All Liberata MI is drawn from data held within Liberata's electronic solutions. Data is generated and analysed to provide the various reports as detailed below. Liberata ensures that data provided to HMCTS is accurate and timely, and should further analysis be requested this is predominantly delivered as part of the standard service. Many of the existing reports are at transactional level, and are always reconciled and checked prior to issue. Our proposal is to continue to deliver these reports from the outset of the new contract i.e. 1st January 2019, albeit this list will be updated to reflect new and amended MI requirements identified under the Commercial and Service Requirements Specification.

Description	Frequency	Due Date (Current)
Funding - Notification of Sweep Details (Mags)	Daily	
IAC Fees Chargebacks Report	Daily	Daily - 6pm & 9pm
IAC Fees Match with Difference Report	Daily	Daily - 6pm & 9pm
IAC Fees Unmatched Cases Report	Daily	Daily - 6pm & 9pm
IAC Fees Unmatched Receipts Report	Daily	Daily - 6pm & 9pm
CAPS Bank Statement Report	Daily	Daily by 9.30am

TEC Bank Statement Report	Daily	Daily by 9.30am
ET Fee Refunds	Daily	
Pentip Outstanding Barclaycard Items	Weekly	Friday
TEC Daily Return Customer Updates	Weekly	Friday
Weekly Bail Escalation Report	Weekly	Friday
UKBA Weekly Cost Award	Weekly	Monday
BAR Weekly Escalation Report Data	Weekly	Tuesday
Chargeback Referral Reports	Weekly	Tuesday
UKBA Monthly Cost Award Report	Monthly	1st Working Day
Cash Reporting	Monthly	2nd Working Day
GBS Issued Payable Order	Monthly	3rd Working Day
Magistrates' Monthly Returns Report	Monthly	4th Working Day
Aged Debt Reports	Monthly	5th Working Day
Bail Deposit Analysis Report	Monthly	5th Working Day
Income Reports	Monthly	5th Working Day
Live Bail Report to HMCTS Courts & IAC Glasgow	Monthly	5th Working Day
Magistrates Month End Discrepancy Report	Monthly	5th Working Day
Pentip Outstanding Allpay and BACS Transactions	Monthly	5th Working Day

<b>Description</b>	<b>Frequency</b>	<b>Due Date (Current)</b>
Receipting Reports	Monthly	5th Working Day
Roadside Deposits Report	Monthly	5th Working Day
Monthly Service Performance Report	Monthly	7th working day
Monthly Transaction Volumes Report	Monthly	7th working day
Aged Debt Report Fee Account	Monthly	8th Working Day
Aged Debt Report PCOL	Monthly	8th Working Day
Balance Sheet Reconciliations	Monthly	8th Working Day
Bank Reconciliations	Monthly	8th Working Day
Account Analysis Reports (Bad debt/write offs etc)	Monthly	10th Working Day
G4S Cost Impact Report	Monthly	12th Working Day
G4S Performance Report	Monthly	12th Working Day
CFER - Schedule of Amounts Available for Surrender	Monthly	13th Working Day
Bank Balances and Payments Data	Monthly	Last 5 working days
Monthly Defunding HMCTS	Monthly	Last Working Day
Magistrates' o/s Quarterly Returns Report	Quarterly	2nd Working Day
Magistrates' Quarterly Returns Report	Quarterly	3rd Working Day
Magistrates' Report of all Payments Exceeding £200000 from Central Fund	Quarterly	5th Working Day
Bank a/c Report - Open / Closed Accounts	Quarterly	10th Working Day
Quarterly Bank Charges Mags'	Quarterly	10th Working Day
MoJ Cash Balances Report	Quarterly	
Mags' Third Party Account Analysis	Monthly	8th Working Day

All MI is derived from Liberata's solutions which are compliant with requirements as detailed in the Commercial and Service Requirements Specification. In summary, Liberata's solutions are hosted in locations accredited to ISO27001 in geographically remote UK data centres. Liberata maintains PSN accreditation, for which we undertake an annual audit by CHECK accredited assessors. Our servers are attack-hardened, regularly patched, run anti-virus software and are protected by firewall and traffic management solutions including intrusion detection. The desktop estate is similarly maintained, with hard disk encryption used for laptops and multi-factor VPN access required to access network resources. We also apply endpoint security. Our firewall rule base is annually audited and tested for overly permissive rules. Platform engineering team members and some desktop support staff are Security Cleared, and all as a minimum have BPSS. Liberata's CG Development and Systems Support Team have both BPSS and NPPV2 clearance. System Administration teams ensure the necessary changes of access to IT systems and business applications are managed on a timely basis. We follow the principle of allocating users the least privilege necessary to perform their duties, and we do not allow shared passwords. Moreover, administrative staff have the access they need and no more, and use individually audited administrative accounts. Information security and GDPR training is mandatory and audited for all staff annually, and also provided continually via computer based learning refresher courses.

#### 4 Reporting and Management Information continued

**The Reporting and Management Information element has a 30% weighting overall.** The weighting of each question within the Service Delivery section is noted by each question. There are 2 questions in the Reporting and Management Information element.

4.2 Detail the approach that shall be implemented in this contract for informing the Authority of:	Available score	Weighting
<ul style="list-style-type: none"> <li>• Transactional level MI;</li> <li>• Data Integrity and preventative control; and</li> <li>• Centralised reporting and visibility.</li> </ul> <p><b>Evaluation Criteria</b> The evaluators must be confident that the response demonstrates that the service will go live on 1 January 2019.</p> <p>Tenders shall demonstrate an understanding of the importance of MI to the business, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• How data will be collected, analysed and protected;</li> <li>• How business and technical information will be presented to the Authority so that it is meaningful, easy to interpret and can be interrogated;</li> <li>• How ad hoc requests for data will be met;</li> <li>• How you will deal with third party failures affecting performance in gathering and analysing MI.</li> </ul> <p><b>Insert your response in the pre-set shaded space on the following page. Your response must be limited to 4 sides of A4 paper. Margins must not be altered. Arial Font size 11.</b></p>	<b>0-3</b>	<b>1</b>



## 5 Inclusion and Diversity Strategy

In line with the MoJ's **Inclusion and Diversity Strategy and its commercial Equality Diversity and Inclusion Policy**, the Ministry of Justice (MoJ), is committed to promoting and advancing social inclusion and mobility. In addition to consideration of the nine protected characteristics under the Equality Act (2010), MoJ has extended its consideration of equality, diversity and inclusion to include socio-economic background.

To fully promote a fair society and create a truly representative workforce, we must also remove the barriers that disproportionately affect those from lower socio-economic backgrounds. MoJ believes that for any level of skill and ambition, regardless of an individual's background, everyone should have an equal chance of getting the job they want or reaching a higher income bracket.

All MoJ suppliers are expected to endorse and support our approach by considering how they will promote social mobility when recruiting new staff and/or ensure equal opportunities to individuals from a range of socio-economic backgrounds (SEBs) as well as other groups.

Where the answer is no, this should be, for example, because you are a one-man band, very small enterprise (maximum of 25-30 employees) or in a niche market where the application of social mobility policy is not practicable.

N.B This question is to encourage the promotion of social inclusion only and will Not be scored for evaluation purposes.

Attachement ITT\_2214 - Equality Diversity and Inclusion Policy.docx refers.

**Will you consider social inclusion and work with MoJ by encouraging the offering of opportunities to people from a range of social backgrounds?** (Delete those not applicable)

**Yes. ~~W~~e already do this**

# HMCTS: Financial Transactions Processing (Middle Office)

## Exit Strategy



## Version Control Front Sheet

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### Change History

Version	Date	Author
1.0	16 <sup>th</sup> November 2018	

### Authorisation

Version	Date	Author
1.0	16 <sup>th</sup> November 2018	Approved for Submission by: Contract Director

## Purpose

The purpose of the Exit Plan is to achieve a smooth, efficient and economic transfer of the Services in the event of the expiry of the contract, or upon termination by the MoJ or Liberata. This strategy statement should be used as a framework for managing the exit and should be adapted to incorporate all of the provisions relating to 'exit' within the service contract. In the event of any inconsistency or conflict between the terms of the contract and this method statement or the exit plan, the contract conditions will prevail.

Liberata will work together with the Ministry of Justice (MoJ) to achieve contract and service continuity from the point in time that the MoJ or Liberata gives notice of termination of the contract or during the run-up to the expiry of the contract. Full co-operation will be provided by Liberata, regardless of any future or existing contractual dispute that may arise, until such time as responsibility for the provision and delivery of the services has transferred to the MoJ or a third party.

## Scope

The primary areas addressed in this strategy document are:

- Transfer / Exit Plan
- Liaison
- Employees
- Accommodation
- Software and Data
- Support and Maintenance
- Service Contracts
- Documentation / Archives
- Management Information & Audit
- Disaster Recovery
- Publicity and Advice
- Service Evolution / Change

## Transfer / Exit Plan

Liberata acknowledges the responsibility for drafting of a comprehensive Exit Plan to facilitate the smooth, efficient and economic transfer of the service. This plan will be required within six months of commencement of the Financial Transactions Processing Contract on 1<sup>st</sup> January 2019 should Liberata be awarded this contract under the current procurement process.

A draft Exit Plan will be provided to the MoJ within 6 months of contract commencement. This draft exit plan will be reviewed and agreed with the MoJ.

As the incumbent service provider, Liberata will retain the key knowledge and expertise to facilitate a smooth service transition, and will ensure an effective and co-ordinated plan.

Liberata will provide appropriate resources to carry out their obligations under the contract and exit plan and within the defined timescales.

All dependencies on the MoJ or third parties will be clearly documented under the Exit Plan, brought specifically to the attention of the MoJ and third parties as appropriate and reasonably agreed as part of the planning process.

All parties will be required to demonstrate their reasonable endeavours in achieving their respective obligations under the Exit Plan and to assist each other with meeting their respective obligations.

The MoJ must agree the Exit Plan, in part or in whole, prior to its implementation by the parties and the MoJ will not unreasonably withhold its agreement to any part or whole of the plan.

## **Liaison**

Under the exit plan Liberata will be responsible for liaison with all affected stakeholders. Subject to timely notification by the MoJ, prompt notification of any changes to such plans will be supported. The affected stakeholders will be defined and agreed by the MoJ and Liberata at the time the Exit Plan is developed.

Liberata will work with the MoJ to:

- Consult with stakeholders involved in the exit planning, where they are directly affected.
- Clearly communicate the Exit Plan at a high level (to affected stakeholders).
- Communicate changes to the plan (to affected stakeholders).

Liaison is critical, to enable the planned transfer/exit to be smoothly and efficiently achieved, having been clearly communicated to stakeholders.

## **Employees**

Employee information for TUPE purposes will be provided by Liberata to the MoJ as part of the exit process. The MoJ may in turn provide the TUPE information to a selected or potential suppliers, dependent upon the appropriate confidentiality agreements being put in place (including Data Protection).

Liberata will identify all key staff and ensure that the exit planning includes the provision of the continuity of these staff / functions until the date of Expiry or Termination of the Contract.

The responsibility for maintaining the appropriate staffing levels will remain with Liberata until the date of Expiry or Termination of the Contract.

Following the handover of the service, Liberata will only make available further resources so as to deliver its contractual obligations. Additional resources may be provided on terms agreed with the MoJ.

## **Accommodation & Assets**

Under the Financial Transactions Processing contract there is no MoJ accommodation utilised by Liberata that would require hand-back.

However, Liberata does access the MoJ network from the Financial Transactions Processing Service Centre, utilising desktop computers and printers provided by the MoJ. Liberata will maintain a complete inventory of all these assets. The inventory will be provided to the MoJ as part of the exit process.

Liberata will allow full and reasonable accompanied access at agreed times during normal office hours to the MoJ, or its nominated representatives, to inspect the condition and state of repair of these assets. Such access shall cause as little disruption to the service provision as is commensurate with the carrying out of such an inspection. Liberata will seek relief from the MoJ where any disruption to the service caused by the inspection(s), impacts on the ability of Liberata to meet any and all obligations under the Contract.

## Accommodation – Liberata Premises

Subject to Liberata consent and the terms of any lease held by Liberata, the MoJ may request the transfer of any property or the assignment or subletting of any property lease to the MoJ (or its incoming service provider) where the premises are used exclusively by Liberata for the purposes of the contract. Liberata will assist the MoJ with the transfer of any lease to the MoJ.

Where building support services or supplies are provided by Liberata, either directly or by contract, full information about the services and supplies will be provided to the MoJ. Liberata will use their reasonable endeavours to facilitate a transfer or assignment of any existing contract to the MoJ, prior to the contract cease date, to ensure continuity of services or supplies.

## Software and Data

Liberata will provide an up to date copy of the Asset Register within 30 working days of the Termination Notice. The register will give details of the Liberata G Cloud solution utilised for each service, together with the data therein.

Liberata will allow full and reasonable accompanied access to the MoJ, or its nominated representatives at agreed times during normal office hours to inspect the functionality of all solutions used. The MoJ may elect to identify any items on the list that it may wish to licence for business continuity purposes. Where this transfer is outside the scope of the contract, commercial terms will be agreed in advance of any transfer.

## Support and Maintenance Service Contracts

As a part of the Exit Plan, Liberata will identify all suppliers/stakeholders associated with the provision of the Service, and to include support and maintenance arrangements, service contracts, service level agreements, supplies and stationery providers, etc. Full details will be provided to the MoJ so that it may make appropriate arrangements for business continuity purposes.

## Documentation / Archives

Following the service of a Termination Notice, Liberata shall provide a comprehensive and up to date report of the status of the documentation held in relation to the services, including archived materials.

Liberata shall also provide such information as the MoJ may reasonably require to enable the MoJ or their contractor to plan properly for the transfer of responsibility for provision of the service. Any requirement over and above the contractual obligations will be managed in accordance with the provisions of the Change Control Procedure.

Upon the expiry date or termination date of the contract, Liberata will deliver up or transfer to the MoJ all documents and archives of documents, data and any other records used or retained under the contract.

## Management Information and Audit

Liberata will facilitate the conduct of a due diligence audit by the MoJ prior to exit. The MoJ will provide an outline plan of its approach confirming its intent. As far as possible, both parties should agree the plan to avoid wasted or ineffective use of resources, but it would be expected to include as a minimum:

- Administrative systems and processes (all historic and current work)
- Management information and their financial implications

G-Cloud 10 Call-Off Contract – RM1557.10 18-06-2018

<https://www.gov.uk/government/publications/g-cloud-10-call-off-contract>

- Customer Services support
- Accommodation and staffing
- Liberata and third party solutions utilised for service delivery

## **Disaster Recovery**

Liberata shall continue to effect and maintain the existing disaster recovery arrangements until the expiry date or date of termination of the Contract.

Liberata shall provide the MoJ with full details of its disaster recovery arrangements for the purpose of the Contract at least 30 working days prior to the expiry date or following service of a Termination Notice.

## **Assistance and Advice**

Upon service of a notice of termination by the MoJ or Liberata, Liberata will provide all reasonable assistance to the MoJ in meeting all Exit Plan requirements contained in this strategy document. The responsibility for any costs to be incurred will be agreed with the MoJ as soon as feasible following the service of the Termination Notice.

## **Service Evolution / Change**

Where Liberata has commenced the implementation of a change under the Change Control Procedure, Liberata shall continue to implement the change where the MoJ so requires so that wherever practicable, the change is implemented before the handover date.

Where it appears that the proposed change will not be completed prior to the expiry date or termination date, Liberata will maintain comprehensive records of all work undertaken / carried out in relation to the change and this will be made available to the MoJ prior to the expiry date or termination date as the case maybe.

Liberata will provide to the MoJ all reasonable assistance up to the Expiry or Termination Date, to enable the implementation of the change to continue to its conclusion.

## Schedule 2 - Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

# HMCTS: Financial Transactions Processing (Middle Office)

## Pricing Proposal



# Liberata

## Version Control Front Sheet

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### Change History

Version	Date	Author
1.0	26 <sup>th</sup> October 2018	

### Authorisation

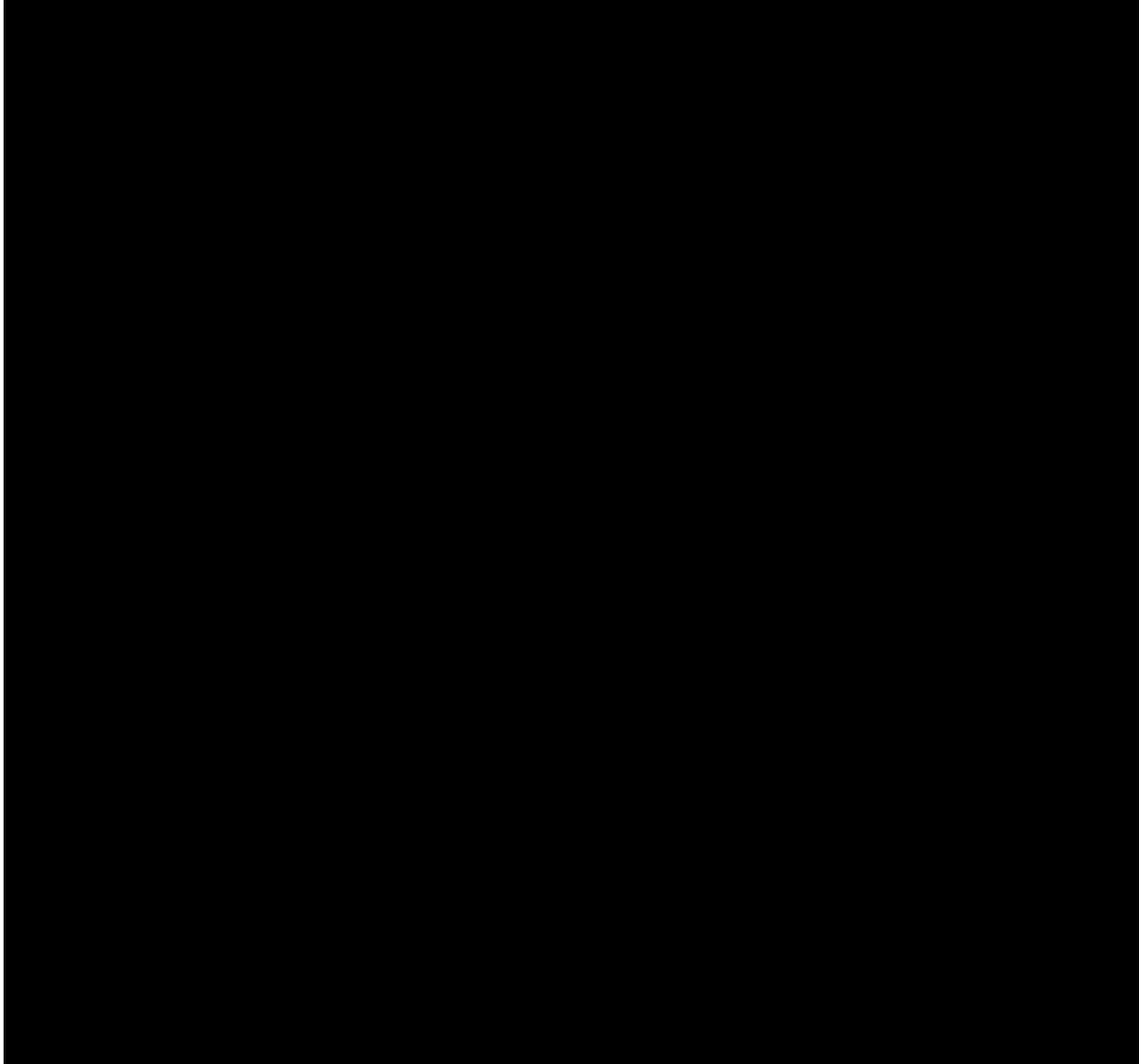
Version	Date	Author
1.0	26 <sup>th</sup> October 2018	Approved for Submission by: CEO Contract Director

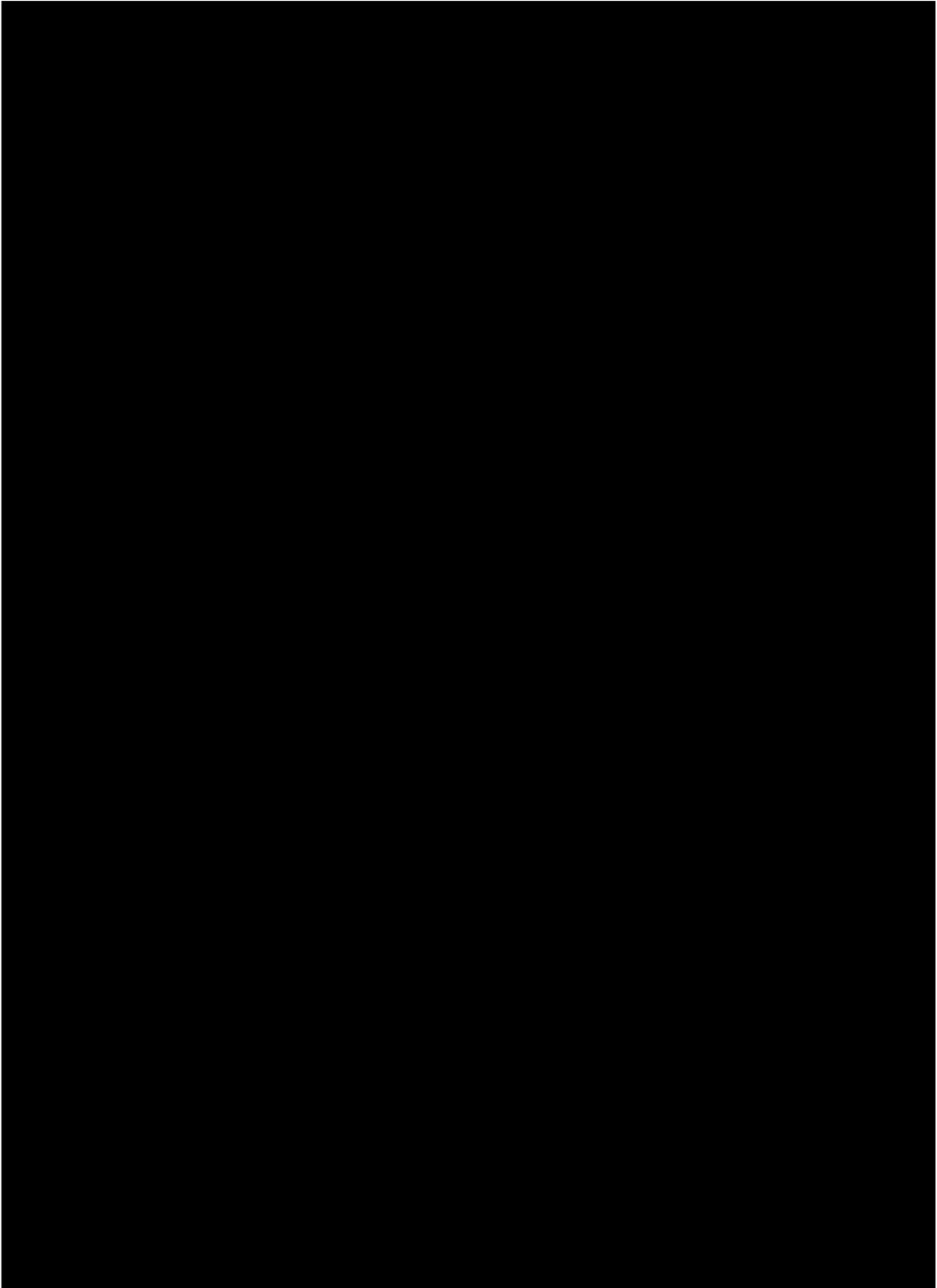
HMCTS Financial Transaction Processing (Middle Office) Pricing Proposal

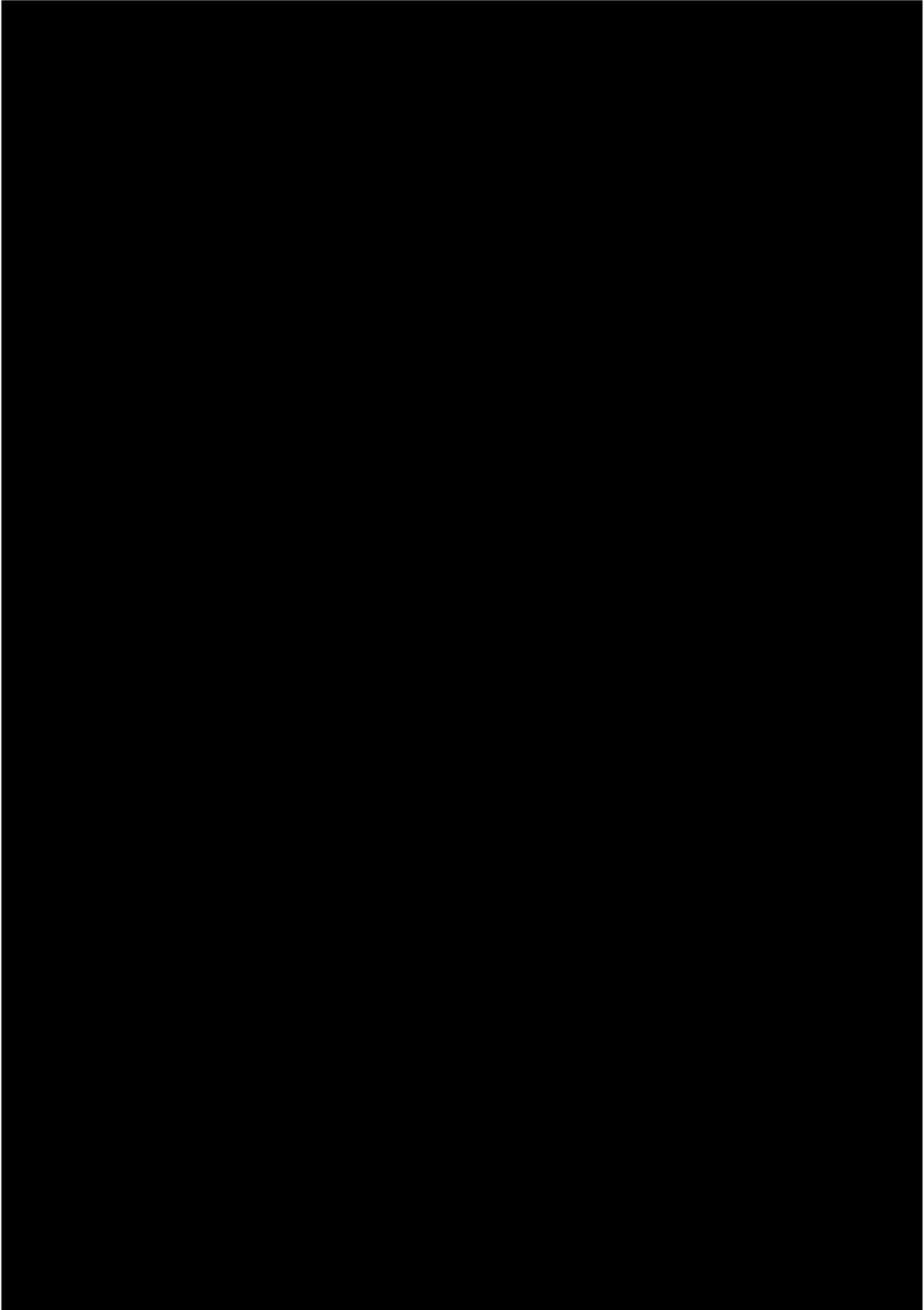
26<sup>th</sup> October 2018

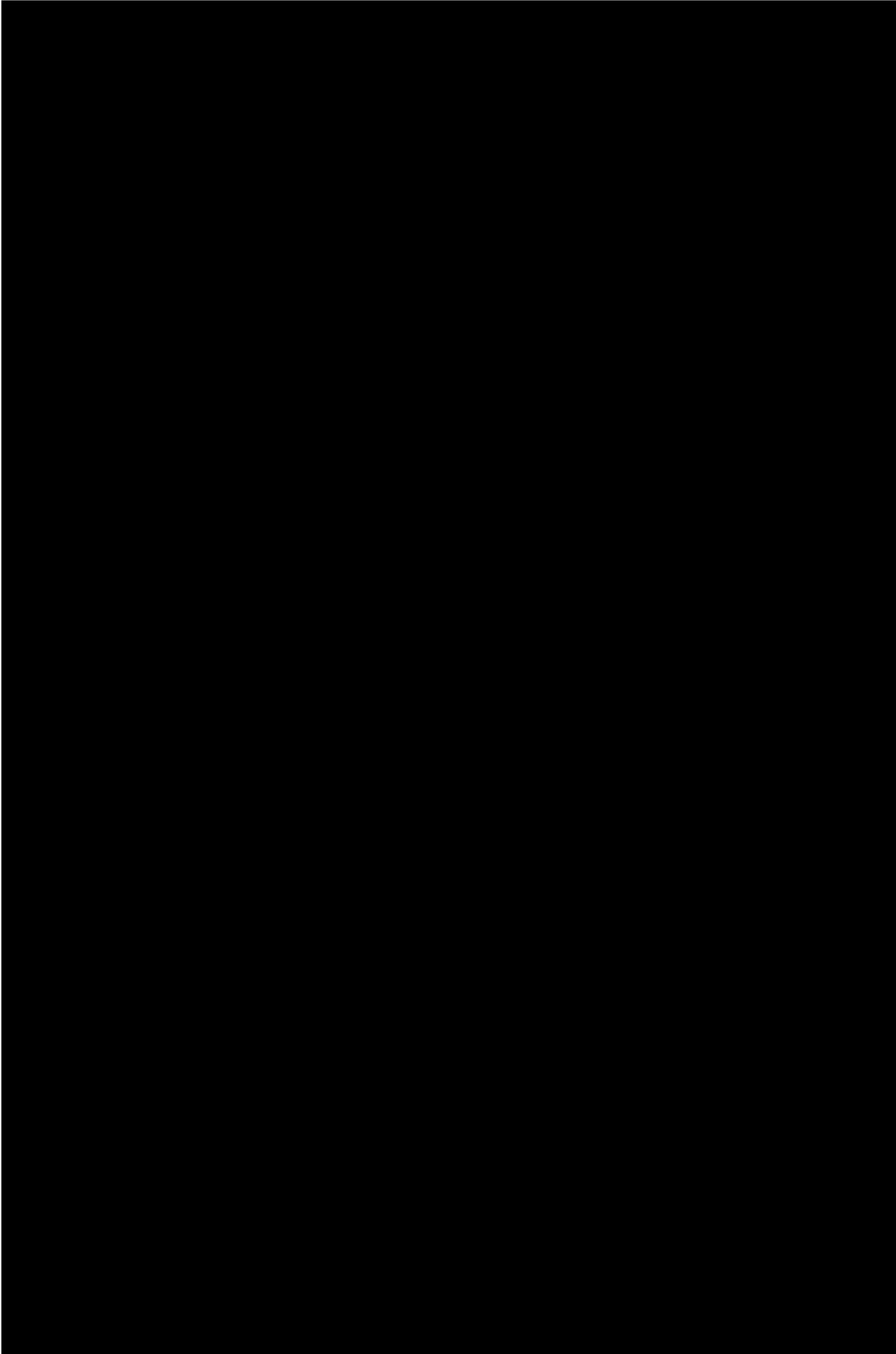
This proposal details Liberata’s pricing under the Tender for HMCTS Financial Transaction Processing (Middle Office) services through G-Cloud 10. This submission is provided following response to clarification question 12 which confirmed the requirement for Liberata to provide a price proposal.

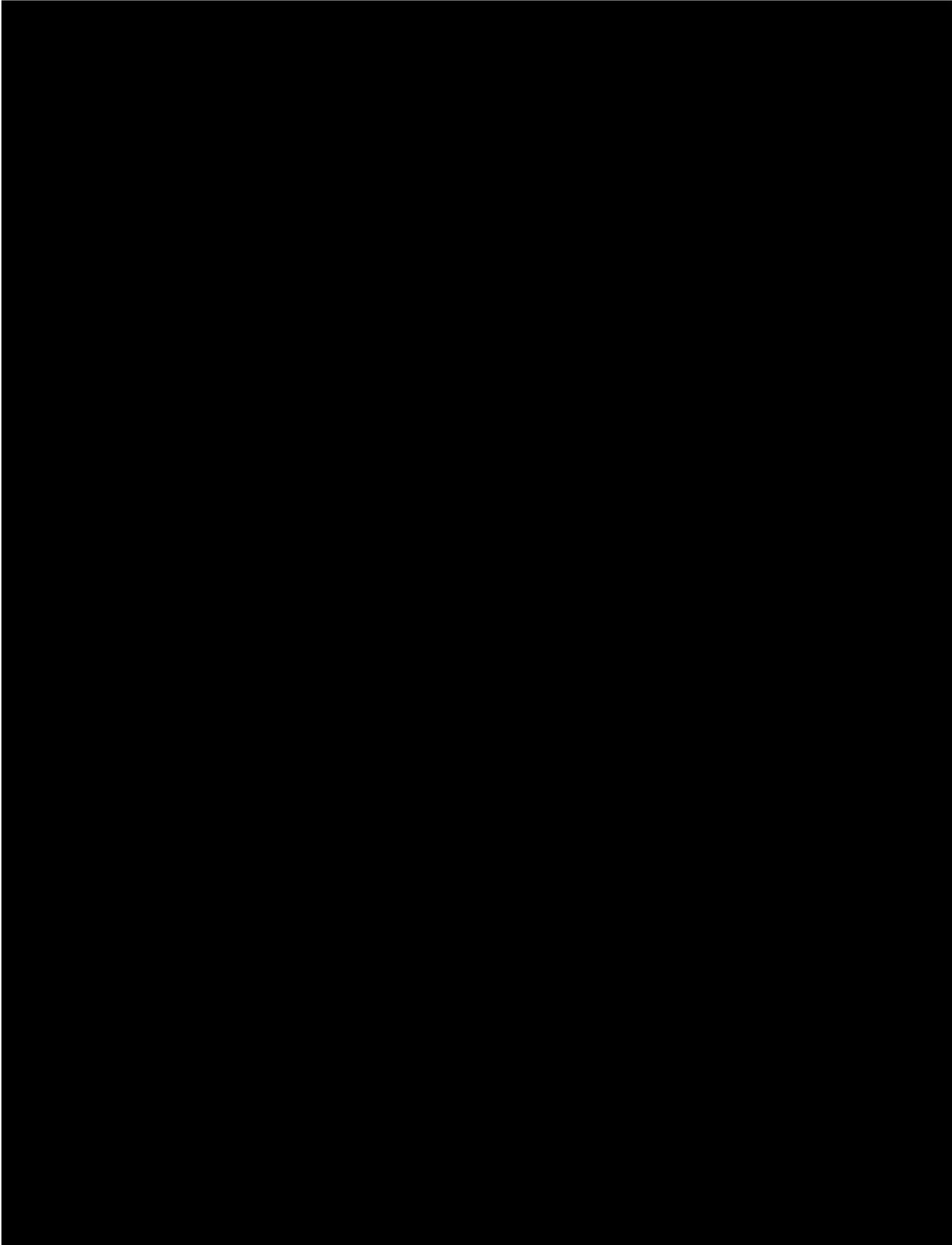
The pricing schedule below is referenced in accordance with the section references within the Commercial and Service Requirements Specification for HMCTS Financial Transaction Processing (Middle Office) services.

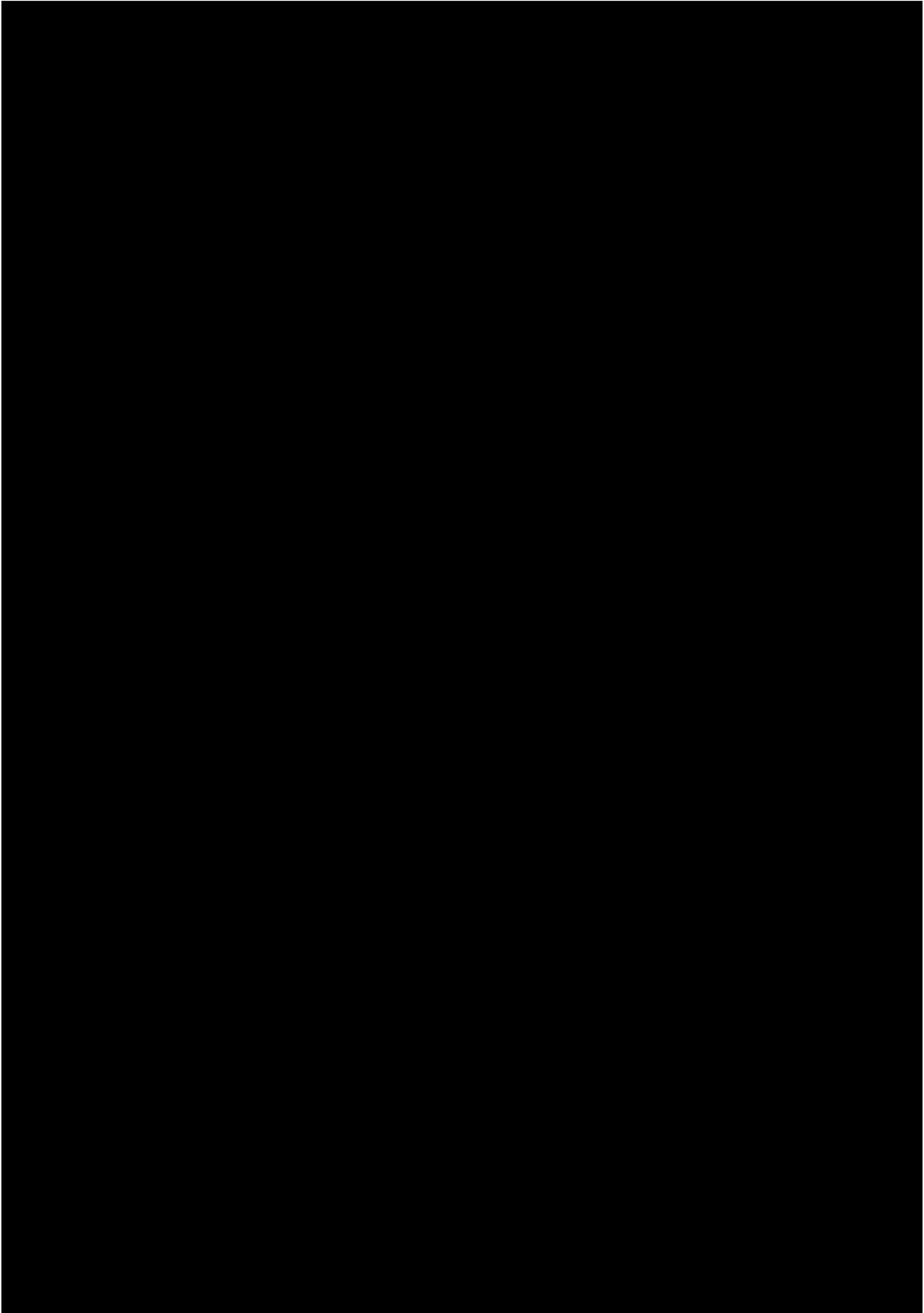


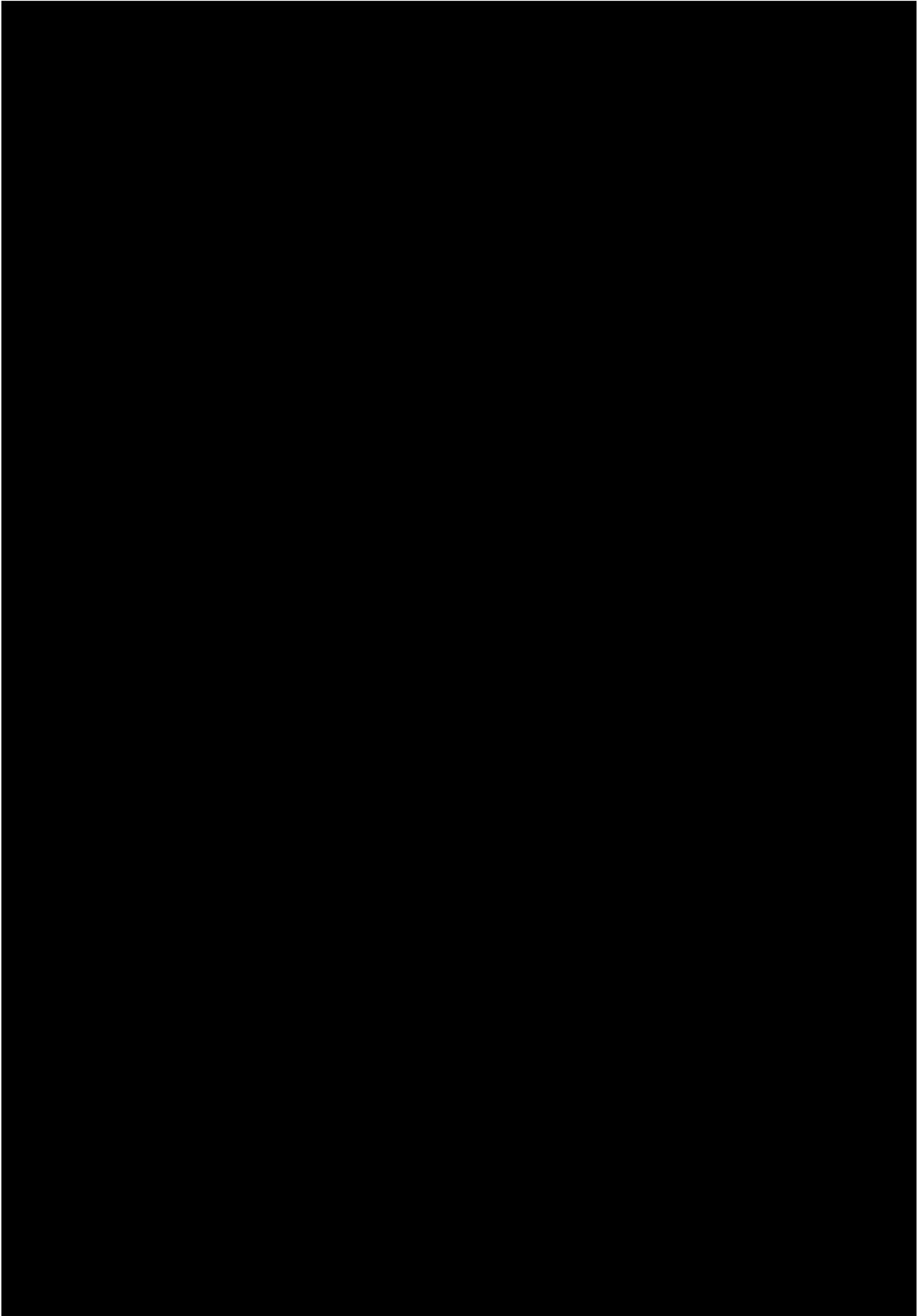


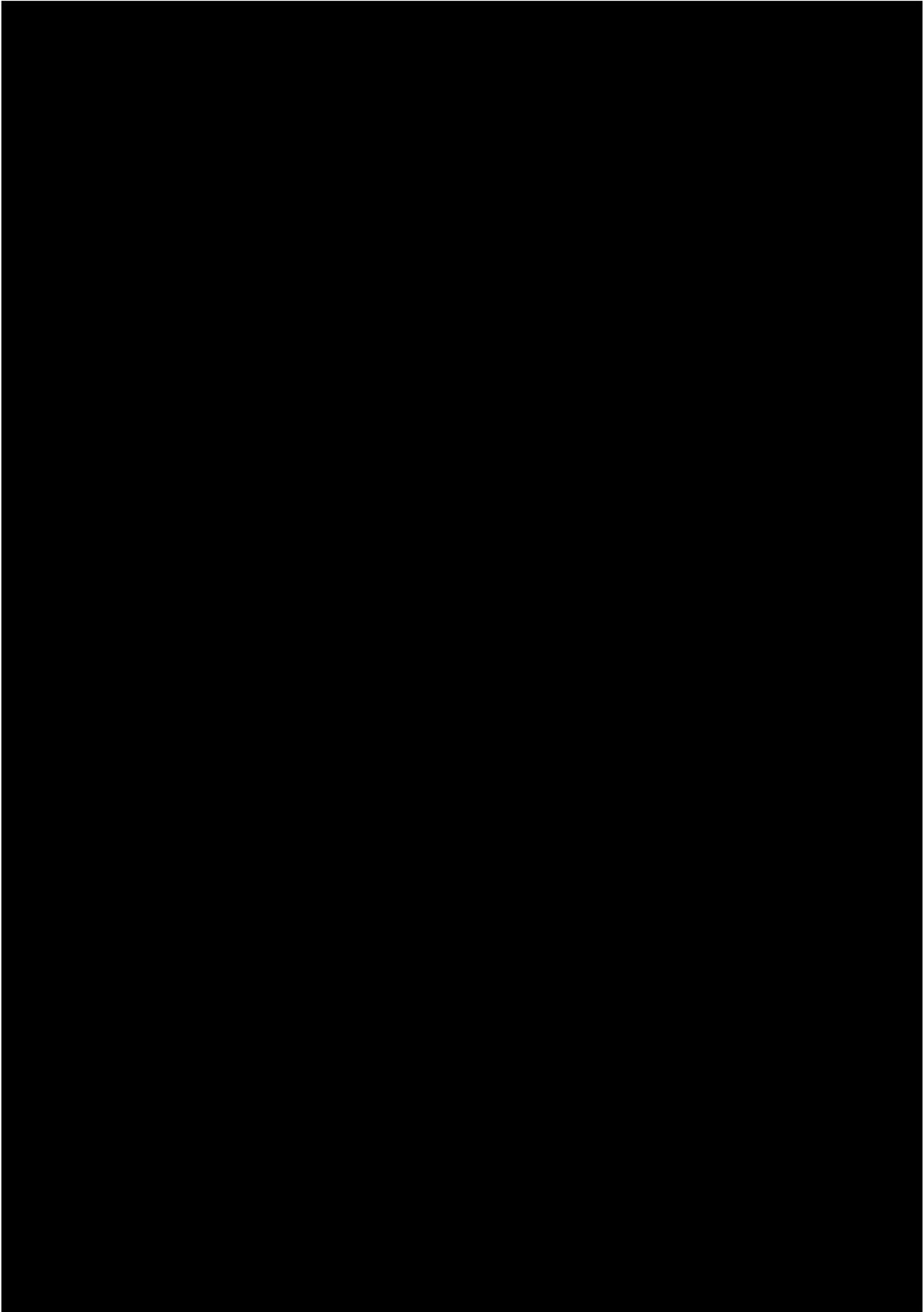


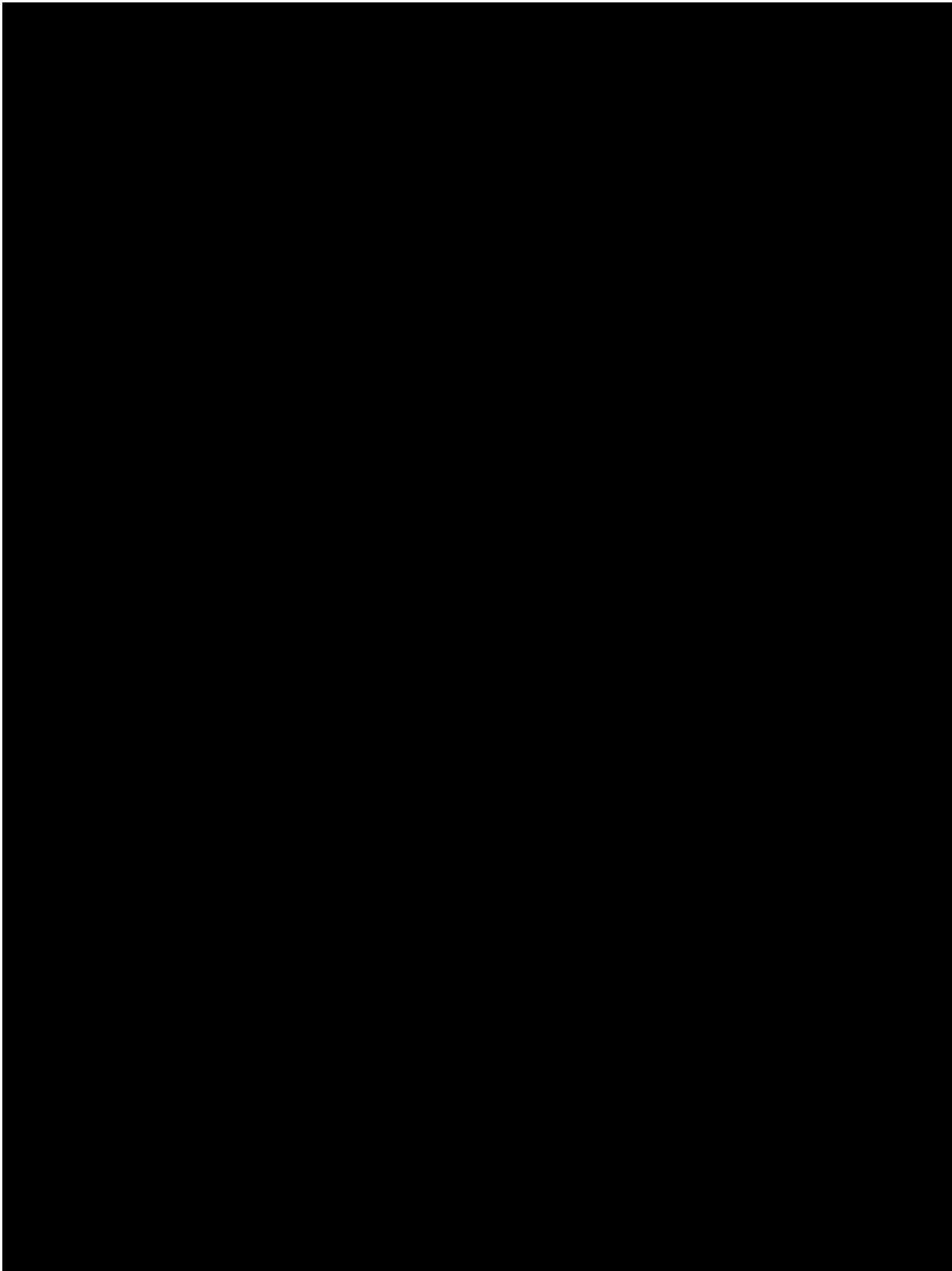












Liberata's rate card for projects and change requests is detailed below:

<b>Rate Card –Resource types</b>	<b>Rate Per Day During Working Hours</b>	<b>Rate Per Day Outside Working Hours or Saturdays</b>	<b>Rate Per Day Sun-days and Bank Holidays</b>
Supervisor or team leader			
Accounting technician or equivalent			
Basic grade CCAB qualified accountant or equivalent			
Senior accountant with five years post qualification experience			
Specialist Accounting or Taxation Services			
Project Manager			
Technical Architect			
Solution Designer			
Senior Programmer			
Programmer			
Test Manager			
Project Support Office Consultant			
Project Administrator			
Business Service Project Support			

All above prices exclude VAT.

## Part B - Terms and Conditions

### 1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

### 2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
  - 4.1 (Warranties and representations)
  - 4.2 to 4.7 (Liability)
  - 4.11 to 4.12 (IR35)
  - 5.2 to 5.3 (Force majeure)
  - 5.6 (Continuing rights)
  - 5.7 to 5.9 (Change of control)
  - 5.10 (Fraud)
  - 5.11 (Notice of fraud)
  - 7.1 to 7.2 (Transparency)
  - 8.3 (Order of precedence)
  - 8.4 (Relationship)
  - 8.7 to 8.9 (Entire agreement)
  - 8.10 (Law and jurisdiction)

- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.49 to 8.51 (Publicity and branding)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.52 to 8.54 (Equality and diversity)
- 8.66 to 8.67 (Severability)
- 8.68 to 8.82 (Managing disputes)
- 8.83 to 8.91 (Confidentiality)
- 8.92 to 8.93 (Waiver and cumulative remedies)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- a reference to 'CCS' will be a reference to 'the Buyer'
- a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.

2.4 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

### **3. Supply of services**

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

#### **4. Supplier staff**

- 4.1 The Supplier Staff must:
- be appropriately experienced, qualified and trained to supply the Services
  - apply all due skill, care and diligence in faithfully performing those duties
  - obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
  - respond to any enquiries about the Services as soon as reasonably possible
  - complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start Date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

#### **5. Due diligence**

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:

- have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
- are confident that they can fulfil their obligations according to the Call-Off Contract terms
- have raised all due diligence questions before signing the Call-Off Contract
- have entered into the Call-Off Contract relying on its own due diligence

## **6. Business continuity and disaster recovery**

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

## **7. Payment, VAT and Call-Off Contract charges**

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.

- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

## **8. Recovery of sums due and right of set-off**

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

## **9. Insurance**

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
- during this Call-Off Contract, Subcontractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
  - the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

- all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
  - all agents and professional consultants involved in the Services hold employer's liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- a broker's verification of insurance
  - receipts for the insurance premium
  - evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
  - promptly notify the insurers in writing of any relevant material fact under any insurances
  - hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
- premiums, which it will pay promptly
  - excess or deductibles and will not be entitled to recover this from the Buyer

## 10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities

(including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.83 to 8.91. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

## 11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
  - Supplier's performance of the Services
  - use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- modify the relevant part of the Services without reducing its functionality or performance
  - substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
  - buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:

- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
- other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

## 12. Protection of information

12.1 The Supplier must:

- comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
- only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
- take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

## 13. Buyer data

The Supplier must not remove any proprietary notices in the Buyer Data.

13.1 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.2 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

- 13.3 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policy and all Buyer requirements in the Order Form.
- 13.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.5 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
  - guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
  - the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
  - government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
  - the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
- 13.6 The Buyer will specify any security requirements for this project in the Order Form.
- 13.7 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.8 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.9 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

## 14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

## 15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

## 16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:

- Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

- 16.5 The Supplier will immediately notify CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start Date.

## 17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start Date:
- an executed Guarantee in the form at Schedule 5
  - a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

## 18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
  - Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the

Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
  - any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
  - an Insolvency Event of the other Party happens
  - the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

## **19. Consequences of suspension, ending and expiry**

- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- any rights, remedies or obligations accrued before its Ending or expiration

- the right of either Party to recover any amount outstanding at the time of Ending or expiry
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.92 to 8.93 (Waiver and cumulative remedies)
- any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- work with the Buyer on any ongoing work
- return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

## 20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

Manner of delivery	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by PDF to the correct email address without getting an error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

## 21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
- there will be no adverse impact on service continuity
- there is no vendor lock-in to the Supplier's Service at exit

- it enables the Buyer to meet its obligations under the Technology Code Of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
- the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- the testing and assurance strategy for exported Buyer Data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

## **22. Handover to replacement supplier**

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
- other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

## **23. Force Majeure**

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

## 24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
- Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
- Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

## 25. Premises

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

- comply with any security requirements at the premises and not do anything to weaken the security of the premises
- comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer
- immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

## **26. Equipment**

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

## **27. The Contracts (Rights of Third Parties) Act 1999**

- 27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

## **28. Environmental requirements**

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

## **29. The Employment Regulations (TUPE)**

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- the activities they perform
  - age
  - start date

- place of work
- notice period
- redundancy payment entitlement
- salary, benefits and pension entitlements
- employment status
- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

- its failure to comply with the provisions of this clause
- any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

### **30. Additional G-Cloud services**

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

### **31. Collaboration**

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start Date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

- work proactively and in good faith with each of the Buyer's contractors
- co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

### **32. Variation process**

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

### **33. Data Protection Legislation (GDPR)**

33.1 The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and the Supplier is the Processor. The only Processing the Supplier is authorised to do is listed at Schedule 7 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional Processing if permitted by Law).

- 33.2 The Supplier will assist the Buyer with the preparation of any Data Protection Impact Assessment required by the Data Protection Legislation before commencing any Processing (including provision of detailed information and assessments in relation to Processing operations, risks and measures) and must notify the Buyer immediately if it considers that the Buyer's instructions infringe the Data Protection Legislation.
- 33.3 The Supplier must have in place Protective Measures, details of which shall be provided to the Buyer on request, to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.
- 33.4 The Supplier will ensure that the Supplier Staff only process Personal Data in accordance with this Call-Off Contract and take all reasonable steps to ensure the reliability and integrity of Supplier staff with access to Personal Data, including by ensuring they:
- i) are aware of and comply with the Supplier's obligations under this Clause;
  - ii) are subject to appropriate confidentiality undertakings with the Supplier
  - iii) are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Buyer or in accordance with this Call-Off Contract
  - iv) are given training in the use, protection and handling of Personal Data.
- 33.5 The Supplier will not transfer Personal Data outside of the European Union unless the prior written consent of the Buyer has been obtained, which shall be dependent on such a transfer satisfying relevant Data Protection Legislation requirements.
- 33.6 The Supplier will delete or return Buyer's Personal Data (including copies) if requested in writing by the Buyer at the End or Expiry of this Call-Off Contract, unless required to retain the Personal Data by Law.
- 33.7 The Supplier will notify the Buyer without undue delay if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Buyer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation, and insofar as this is possible, in accordance with any timescales reasonably required by the Buyer
- 33.8 The Supplier will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- i) the Buyer determines that the Processing is not occasional;
  - ii) the Buyer determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to

criminal convictions and offences referred to in Article 10 of the GDPR; and

iii) the Buyer determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

33.9 Before allowing any Sub-processor to Process any Personal Data related to this Call-Off Contract, the Supplier must:

- i. notify the Buyer in writing of the proposed Sub-processor(s) and obtain its written consent;
- ii. ensure that it has entered into a written agreement with the Sub-processor(s) which gives effect to obligations set out in this Clause 33 such that they apply to the Sub-processor(s); and
- iii. inform the Buyer of any additions to, or replacements of the notified Sub-processors and the Buyer shall either i) provide its written consent or ii) object.

33.10 The Buyer may at any time put forward a Variation request to amend this Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### **Schedule 3 - Collaboration agreement**

NA

### **Schedule 4 - Alternative clauses**

NA

### **Schedule 5 - Guarantee**

The completed Guarantee is available at

### **Schedule 6 - Glossary and interpretations**

In this Call-Off Contract the following expressions mean:

<b>Additional Services</b>	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).

<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> <li>• owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes</li> <li>• created by the Party independently of this Call-Off Contract, or</li> </ul> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.
<b>Buyer Software</b>	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
<b>Call-Off Contract</b>	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
<b>Commercially Sensitive Information</b>	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.

<b>Confidential Information</b>	Data, personal data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> <li>● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> <li>● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the Data Protection Legislation.
<b>Crown</b>	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
<b>Data Loss Event</b>	Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed
<b>Data Protection Impact Assessment</b>	An assessment by the Controller of the impact of the envisaged processing by the Processor under this Call-Off Contract on the protection of Personal Data.
<b>Data Protection Legislation</b>	Data Protection Legislation means: <ul style="list-style-type: none"> <li>i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time</li> <li>ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy;</li> <li>iii) all applicable Law about the processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.</li> </ul>
<b>Data Subject</b>	Takes the meaning given in the Data Protection Legislation.
<b>Default</b>	Default is any:

	<ul style="list-style-type: none"> <li>● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>Deliverable</b>	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
<b>Digital Marketplace</b>	The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
<b>Equipment</b>	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: <a href="http://tools.hmrc.gov.uk/esi">http://tools.hmrc.gov.uk/esi</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.
<b>Force Majeure</b>	A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:

	<ul style="list-style-type: none"> <li>● acts, events or omissions beyond the reasonable control of the affected Party</li> <li>● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>● acts of government, local government or Regulatory Bodies</li> <li>● fire, flood or disaster and any failure or shortage of power or fuel</li> <li>● industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure</li> <li>● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans</li> </ul>
<b>Former Supplier</b>	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.10 together with the Framework Schedules.
<b>Fraud</b>	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
<b>Freedom of Information Act or FOIA</b>	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
<b>G-Cloud Services</b>	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.

<b>GDPR</b>	The General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	Any current UK Government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government guidance and the Crown Commercial Service guidance, current UK Government guidance will take precedence.
<b>Indicative Test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information Security Management System</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency Event</b>	Can be: <ul style="list-style-type: none"> <li>● a voluntary arrangement</li> <li>● a winding-up petition</li> <li>● the appointment of a receiver or administrator</li> <li>● an unresolved statutory demand</li> <li>● a Schedule A1 moratorium.</li> </ul>
<b>Intellectual Property Rights or IPR</b>	Intellectual Property Rights are: <ul style="list-style-type: none"> <li>● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</li> <li>● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</li> <li>● all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>

<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>● the supplier's own limited company</li> <li>● a service or a personal service company</li> <li>● a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
<b>IPR Claim</b>	A claim as set out in clause 11.5.
<b>IR35</b>	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
<b>IR35 Assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
<b>Law</b>	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
<b>LED</b>	Law Enforcement Directive (EU) 2016/680.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the Framework ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

<b>Management Charge</b>	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers, (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
<b>Management Information</b>	The management information specified in Framework Agreement section 6, (What you report to CCS).
<b>Material Breach</b>	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
<b>Ministry of Justice Code</b>	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
<b>New Fair Deal</b>	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
<b>Order</b>	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an Order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the Data Protection Legislation.
<b>Personal Data Breach</b>	Takes the meaning given in the Data Protection Legislation.
<b>Processing</b>	Takes the meaning given in the Data Protection Legislation but, for the purposes of this Call-Off Contract, it will include both manual and automatic Processing. 'Process' and 'processed' will be interpreted accordingly.
<b>Processor</b>	Takes the meaning given in the Data Protection Legislation.
<b>Prohibited Act</b>	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage

	<p>to:</p> <ul style="list-style-type: none"> <li>● induce that person to perform improperly a relevant function or activity</li> <li>● reward that person for improper performance of a relevant function or activity</li> <li>● commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
<b>Project Specific IPRs</b>	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
<b>PSN or Public Services Network</b>	The Public Services Network, (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory Body or Bodies</b>	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
<b>Relevant Person</b>	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
<b>Relevant Transfer</b>	A transfer of employment to which the Employment Regulations applies.
<b>Replacement Services</b>	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.

<b>Replacement Supplier</b>	Any third party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service Data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
<b>Service Definition(s)</b>	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
<b>Service Description</b>	The description of the Supplier service offering as published on the Digital Marketplace.
<b>Service Personal Data</b>	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
<b>Spend Controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start Date</b>	The start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
<b>Subcontractor</b>	Any third party engaged by the Supplier under a Subcontract, (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
<b>Supplier Staff</b>	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.

<b>Supplier Terms</b>	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32, (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

### Schedule 7 - Processing, Personal Data and Data Subjects

NA