



Civil Legal Advice Specialist Telephone Contracts in Education From 1 September 2019 –Summary of Amendments to the Civil Legal Advice 2018 Contract Documentation (11 June 2019)

The tables below set out the substantive amendments that will be made to the Civil Legal Advice 2018 Contract for providers who successfully bid to deliver publicly-funded specialist telephone services in Education from 1 September 2019 under a Civil Legal Advice 2018 Contract (as amended). The tables should be read in conjunction with the Civil Legal Advice 2018 Contract, the terms of which will apply to the delivery of these services except as amended in the way indicated below. This document is intended to provide a working understanding of the contract terms applicable to the delivery of this service, and, therefore, the final contract documentation may contain slight variations to the content set out below and include any consequential or minor amendments that were deemed unnecessary for inclusion in the tables. Final contract documentation will be published in due course.

Contract for Signature

Paragraph Number	Current Provision	Amendment
Recital (A)	On [] September 2017 we published an invitation to tender for legal services in relation to the provision of a telephone based civil legal advice service.	This paragraph will be amended to refer to the procurement exercise to commission publicly-funded telephone advice services in Education from 1 September 2019.
Clause 2.1	The Contract Start Date shall be [] 2018 and subject to the terms of this Clause 2 the contract period shall commence on the Contract Start Date and end after a period of three years from the Service Commencement Date (the “Contract Period”).	This will be amended to refer to a Contract Start Date in “[]2019” rather than “[]2018” with the “Contract Period” amended to mean the period between the Contract Start Date and 31 March 2021.
Clauses 2.3 – 2.5	2.3 Subject to Clause 2.4 below we may at our sole discretion exercise the right to extend the Contract Period on any number of occasions and for any period provided that: (a) the minimum period of any such extension is three months; and	This provisions will be amended to remove the ability for the Contract Period to be extended.

(b) the aggregate duration of all extensions to the Contract Period pursuant to this Clause 2.3 may not exceed two years.

2.4 To extend the Contract Period pursuant to Clause 2.3, we must give you at least three months' (in the case of the first extension) or one months' (in the case of any subsequent extension) notice before the expiry of the current Contract Period.

2.5 Subject to Clause 2.6 below, you may not terminate this Contract and you hereby agree to deliver the services (as defined in the Specification) at all times throughout the Contract Period, including any extension to the same in accordance with Clauses 2.3 and 2.4 above.

Annex 1 – Specification

Paragraph Number	Current Provision	Amendment
Paragraph 1.1	Definition of various terms.	Defined terms that are not relevant to these contracts will be removed. For example, there may no longer be a need for the term “Emergency Representation” because Licensed Work will not be permitted under this contract.
Paragraphs 1.2 and 1.3	<p>1.2 The flow chart below in Paragraph 1.3 provides an overview of the process by which members of the public will access CLA services. You will provide legal advice to Clients referred to you from the Operator Service, and Exempted Clients who may be referred to you by the Operator Service or who may contact you direct, as shown in the flow chart. The Operator Service is the initial stage of CLA where individuals will have their problems diagnosed, financial eligibility assessed and a series of options presented to them about how the problem should be dealt with. Individuals who are deemed eligible by the Operator Service will be directly transferred from the Operator Service to you. The Flow Chart may be amended from time to time.</p> <p>1.3 Flow Chart:</p>	The text in paragraph 1.2 and the flow chart under paragraph 1.3 will be amended to show the new process by which members of the public will access Civil Legal Advice services in this category from September 2019 and how these calls must be dealt with subsequently. In particular, it will reflect the fact that face-to-face advice cannot be provided under this contract and that where such advice is required a referral to a face-to-face contract holder must be made (including self-referrals in certain circumstances).
Paragraphs 1.4 to 1.8	<p>1.4 Subject to Paragraphs 1.5 and 1.6, you will only provide Remote Advice under this Contract.</p> <p>1.5 You may only provide Remote Advice in such of the:</p> <p>(a) Housing; (b) Family; (c) Debt; (d) Education; and</p>	These provisions will be amended to remove the ability of contract holders to undertake face-to-face advice under paragraph 1.6 and the requirement to have to deal with Exempted Clients under paragraphs 1.7 and 1.8. This is because face-to-face advice is not available under these contracts and Exempted Clients will now be able to contact face-to-face providers to obtain face-to-face advice.

	<p>(e) Discrimination,</p> <p>Categories of Law as are specified in your Contract for Signature. Remote Advice will include the supply and performance of all activities and services that form part of an end to end, non face-to-face legal advice service, including the services set out in this Specification.</p> <p>1.6 You may only provide Face-to-Face Advice under the Contract to the extent specified in your Contract for Signature and where Contract Work is in respect of the Discrimination and/or Education Categories of Law. Face-to-Face Advice will include the supply and performance of all activities and services that form part of an end to end face-to-face legal advice service, including the services set out in this Specification.</p> <p>1.7 You will also provide legal advice in relation to Exempted Persons in the Discrimination and Education Categories of Law (provided you are authorised to undertake Contract Work in those Categories of Law) who are referred to you from the Operator Service or who contact you directly, and who you have assessed and confirmed to qualify as Exempted Persons.</p> <p>1.8 Contract Work will cover all work undertaken for the Client following your acceptance of a Case from the Operator Service or direct contact from an Exempted Person. Contract Work includes carrying out the necessary means testing and application of the Legal Aid Legislation and undertaking and/or considering the matters referred to in Paragraphs 2.12 to 2.21 and after which, subject to eligibility, the giving of Remote Advice and/or Face-to-Face Advice where applicable.</p>	
<p>Paragraph 1.9 to 1.13</p>	<p>1.9 You must have an appropriate procedure in place to assess whether, taking into account all Service Adaptations and Reasonable Adjustments that are reasonably available to be implemented in respect of the relevant Client, the provision of the Remote Advice can reasonably be expected to enable:</p>	<p>This process will be amended in line with changes to the Lord Chancellor's Guidance on Civil Legal Aid. Providers will have to have an appropriate procedure in place to be able to determine whether a client should be provided services via a specialist telephone provider or a face-</p>

<p>(a) you to understand and act on the Client’s instructions; and (b) the Client to understand and act on your advice.</p> <p>1.10 If following an assessment you consider that the provision of the Remote Advice referred to in Paragraph 1.9 cannot reasonably be expected to satisfy the requirements set out in Paragraphs 1.9(a) and 1.9(b), then:</p> <p>(a) in respect of Cases in the Family and Housing Categories of Law you must transfer the Client to a face-to-face provider in accordance with the referrals and signposting process detailed in Paragraph 4.32;</p> <p>(b) in respect of Cases in the Debt Category of Law you must transfer the Client to a face-to-face provider in accordance with the referrals and signposting process detailed in Paragraph 4.32 ensuring that the Client is given the “CLA Reference Number” allocated to the Case;</p> <p>(c) in respect of Cases in the Discrimination and Education Categories of Law only, you must provide the Client with Face-to-Face Advice under the Contract to the extent specified in your Contract for Signature (subject to instances where a Discrimination Case forms part of a wider matter and is referred out to an alternative Face-to-Face Provider).</p> <p>1.11 In respect of Family and Housing, (described in the flow chart as non-mandatory Categories), if you determine that Remote Advice is appropriate as part of the Determination, but a Client requests Face-to-Face Advice then the Case must be transferred to a Provider who will provide Face-to-Face Advice in accordance with Paragraph 4.32.</p> <p>1.12 In respect of the Debt Category (described in the flow chart as a mandatory Category save for the exception in respect of Legal Representation), if you determine that a Case is suitable for Remote Advice, you will not provide, and the Client will not have the option under the Contract to receive, or be referred for Face-to-Face Advice on such</p>	<p>to-face provider under regulation 19 of the Civil Legal Aid (Procedure) Regulations 2012.</p> <p>This assessment should be carried out in line with the Lord Chancellor’s Guidance on Civil Legal Aid:</p> <ul style="list-style-type: none"> • Providers will need to consider whether, taking into account any service adaptations or reasonable adjustments that are reasonably available to the client, the provision of remote advice would enable the provider to understand and act on the client’s instructions and, whether the client is able to understand and act on any advice given • Providers will also need to consider whether the client has expressed a wish for services to be provided by a face-to-face provider and the location of the face to face providers nearest to the client or the client’s wish to be assisted by a specific face-to-face provider. <p>This determination should only be carried out after the client has been given a chance to make their views known on matters relevant to the determination. In making the determination, particular emphasis should be placed on any wish expressed by the client for services to be provided by a face-to-face provider.</p> <p>If it is determined that the client should receive face-to-face advice then a referral will need to be made to a face-to-face provider in line with the referrals and signposting process set out in paragraph 4.34 to 4.43 of this (amended) Specification, which will allow self-referrals in certain circumstances. While the mandatory telephone gateway is still in existence, providers will need to ensure that clients are given the CLA Reference Number allocated to their case, which will constitute evidence that the client has applied for legal aid via the gateway.</p>
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	<p>matter unless the Client is an Exempted Person, in such case the Client must be referred to Face-to-Face Advice.</p> <p>1.13 In respect of the Discrimination and/or Education Categories of Law:</p> <p>(a) in respect of Controlled Work – if you determine that Remote Advice is suitable, you will not provide and the Client will not have the option under the Contract to receive Face-to-Face Advice on such matter (unless the Client is an Exempted Person and in which case Face-to-Face Advice must be provided if requested); and</p> <p>(b) in respect of Licensed Work - if you determine that Remote Advice is suitable, you will not provide Face-to-Face Advice or transfer such Client for the provision of Face-to-Face Advice on such matter unless specifically requested by a Client.</p>											
<p>Paragraph 1.15</p>	<p>CONTROLLED WORK – FAMILY, HOUSING, DEBT, EDUCATION AND DISCRIMINATION CATEGORIES OF LAW: FORM OF CIVIL LEGAL AID</p> <p>1.15 Controlled Work is sub-divided into various Forms of Civil Legal Aid. In respect of Controlled Work, this Contract permits you to undertake the following in relation to the Family, Housing, Debt, Education and Discrimination Categories of Law (provided that you are entitled to undertake Contract Work in the relevant Category of Law pursuant to this Contract):</p> <table border="1" data-bbox="421 1198 1214 1361"> <thead> <tr> <th>Form of Civil Legal Aid</th> <th>Debt & Housing</th> <th>Family</th> <th>Discrimination</th> <th>Education</th> </tr> </thead> <tbody> <tr> <td>Legal Help</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> </tr> </tbody> </table>	Form of Civil Legal Aid	Debt & Housing	Family	Discrimination	Education	Legal Help	Yes	Yes	Yes	Yes	<p>This table will be amended to make it clear that it is not permitted to undertake Help at Court under the terms of this contract. This is consistent with the fact that face-to-face advice is not permitted under this contract.</p>
Form of Civil Legal Aid	Debt & Housing	Family	Discrimination	Education								
Legal Help	Yes	Yes	Yes	Yes								

	Help with Family Mediation	No	Yes	No	No	
	Help at Court	No	No	Yes	Yes	
	Family Help (Lower)	No	Yes	No	No	
<p>Paragraphs 1.16 and 1.17</p>	<p>LICENSED WORK - DISCRIMINATION AND EDUCATION CATEGORIES OF LAW</p> <p>1.16 If you are permitted to provide Contract Work in Discrimination and Education Categories of Law, you may also provide Licensed Work in these Categories of Law under your Contract, and Sections 7 and 8 to this Specification apply to you. You are only permitted to provide Licensed Work in respect of Legal Representation, as identified on the flow chart above and in accordance with Sections 7 and 8 below.</p> <p>STRUCTURE OF THE SPECIFICATION</p> <p>1.17 Sections 1 to 4 of this Specification are of general application to all Categories of Law. Sections 5 and 6 apply only to Contract Work which is Controlled Work. Sections 7 and 8 apply only to Contract Work which is Licensed Work. Sections 9 to 12 apply to specific Categories of Law ("Category Specific"). Where there is any conflict between the general provisions, the Controlled Work provisions, the Licensed Work provisions and the Category Specific Rules, the Category Specific Rules shall have precedence over the other provisions.</p>					<p>These provisions will be amended to remove the references to Licensed Work. This is because this type of work will not be permitted under this contract.</p>
<p>Subparagraph 2.15 (a)</p>	<p>2.15 If your Advisers determine that a new Case does not satisfy all of the criteria detailed in Paragraph 2.14, the individual must be signposted to alternative sources of help. If your Advisers determine that the criteria</p>					<p>This provision will be amended to reflect the new assessment and referral process for ensuring clients access face-to-face advice in line with the Lord Chancellor's Guidance.</p>

	<p>detailed in Paragraph 2.14 are satisfied, they must undertake the following further steps as part of the Determination:</p> <p>....</p> <p>(b) assess in accordance with Paragraphs 1.9(a) and 1.9(b) above whether the new Case is suitable for delivery of Remote Advice, and if not take appropriate action in accordance with Paragraphs 1.10 to 1.13. If Remote Advice is not considered suitable then full reasons for this decision must be recorded on the Case file and Case Handling System; and</p>	
<p>Paragraph 2.29</p>	<p>If you are permitted to provide Contract Work in the Education and/or Discrimination Category, your Backdoor Telephone Number may be publicised for the sole purpose of enabling Exempted Persons to contact you direct on your Backdoor Telephone Number, as follows:</p> <p>(a) we may promote your Backdoor Telephone Number at our sole discretion; or</p> <p>(b) we may require, at our sole discretion, that you promote your Backdoor Telephone Number, at your cost and as directed by us; or</p> <p>(c) you may promote, at your cost, your Backdoor Telephone Number, provided that you notify us prior to any such promotion.</p>	<p>These provisions will be removed. There will be no requirement for CLA providers to assist Exempted Clients. Exempted Clients will be free to choose telephone advice from CLA or go directly to a face-to-face provider.</p>
	<p>3.2 Where you are permitted to undertake Contract Work in Discrimination and/or Education Categories of Law pursuant to this Contract, without limiting the other requirements under this Contract, you will be required to provide Face-to-Face Advice in those Categories of Law (including through Agents, where applicable, as provided by Paragraphs 4.4 to 4.7) in each of the following Procurement Areas:</p> <ul style="list-style-type: none"> • London • North East • Midlands and East of England • South East • North West • South West 	<p>Paragraph 3.2 and 3.3 will be removed from the new contract. This is because there will be no provision of face-to-face advice under this contract.</p>

	<ul style="list-style-type: none"> • Wales <p>(a) from either an Office or alternative, 'local' arrangement (as required by Paragraphs 4.28 to 4.31, as applicable);</p> <p>(b) in exceptional circumstances, by travelling to see the Client; and/or</p> <p>(c) in the Discrimination Category only, by making a Referral to another Face-to-Face Advice Provider with a contract in an appropriate Category of Law.</p> <p>3.3 Where Face-to-Face Advice is required in the Discrimination and/or Education Categories of Law in accordance with this Contract, Clients must be offered a face-to-face appointment in their own Procurement Area, or another Procurement Area if more convenient to the Client. These appointments must be within 2 Business Days of a request where there is an urgent need for an appointment or within 5 Business Days of a request where there is no urgent need.</p>	
	<p>Use of Agents, Counsel and Approved Third Parties</p> <p>4.4. You may instruct Agents, Counsel or Approved Third Parties from time to time to carry out or assist with your delivery of Contract Work where you are satisfied that it is in the interests of your Client to do so and, subject to your compliance with the rules on working with third parties in Clause 3 of the Standard Terms. Provided always that you retain ownership and responsibility for all Cases worked on by Counsel, Approved Third Parties and/or Agents, and specifically in relation to Approved Third Parties and Agents:</p> <ul style="list-style-type: none"> (a) you may only instruct an Approved Third Party or Agent if the Case relates to Education or Discrimination Categories of Law and for the delivery of Face-to-Face Advice; and (b) the Approved Third Party or Agent satisfies all the conditions set out in Paragraph 4.5. <p>4.5. The conditions referred to in Paragraph 4.4 are that:</p> <ul style="list-style-type: none"> (a) the Approved Third Party or Agent's work is subject to your supervision; 	<p>These provisions will be amended to prohibit the use of agents to deliver contract work. At the moment, agents can only be used to deliver face-to-face advice. However, these new contracts do not permit the provider to conduct face-to-face advice. It will continue to be possible to use Approved Third Parties (e.g. experts) in the provision of telephone advice.</p>

	<p>(b) the Approved Third Party or Agent’s work is covered by your insurance;</p> <p>(c) work entrusted to an Approved Third Party or Agent is undertaken in accordance with the terms of the Contract;</p> <p>(d) you retain responsibility for each Case undertaken by the Approved Third Party or Agent; and</p> <p>(e) Cases undertaken by the Approved Third Party or Agent are not referred to a separate organisation.</p> <p>4.6. Where you instruct an Approved Third Party or Agent you must claim payment for the work as if you had carried it out directly.</p> <p>4.7. Unless we have specified otherwise, you may not rely on the use of any Agent or Counsel as evidence of satisfying any of the Service Standards in this part of the Specification.</p>	
Paragraph 4.31	<p>4.31. For the purposes of carrying out Face-to-Face Advice, an Office must be a building which is suitable to cater for the needs of your Clients, personnel, Authorised Third Parties and Agents, enabling you to satisfy all relevant Health and Safety and equality legislation, the Quality Standards and Service Standards of this Contract and to protect Client confidentiality and comply with the requirements of Good Industry Practice. An Office must be open and accessible to Clients at the arranged meeting time, and it must be clear to the Client at all times which organisation is providing the Face-to-Face Advice. An Office must have waiting facilities and at least one private interview room which allow Client confidentiality to be protected. An Office must be a secure location suitable for the storage of Client files, have the appropriate equipment to deliver services and be suitable to undertake work to progress a Client’s Case. Hotels, vehicles and other temporary or movable locations do not count as Offices for these purposes.</p>	This paragraph will be removed because face-to-face advice is not permitted under this contract.
Paragraphs 4.32 and 4.33	<p>Local arrangements</p> <p>4.32. Where the provision of Face-to-Face Advice is permitted under your Contract in respect of the Discrimination and/or Education Categories of Law, you do not need to maintain an Office in the Procurement Area and</p>	These provisions will be removed because face-to-face advice is not permitted under this contract.

	<p>you may deliver Face-to-Face Advice through an alternative arrangement, which includes the following premises, provided they satisfy the requirements detailed in Paragraph 4.31:</p> <ul style="list-style-type: none"> (a) another Provider's Office; (b) the offices of any other supplier of legal services; (c) offices of a third-sector organisation; (d) Primary Care premises (for example a General Practitioner's surgery); (e) commercially rented office space; (f) a Government/Court building. <p>4.33. To support these local arrangements, Clients must be able to contact you by telephone and speak to a person in your organisation during Core Hours to arrange appointments and, where appropriate, receive advice in emergency cases. This telephone number may be for an Office outside the Procurement Area but must not be a mobile number, unless the Client's appointment is outside the Business Hours and in which case the mobile number of the individual who is to carry-out the Face-to-Face Advice may be provided. Out of Business Hours, Clients who telephone must be able to access information about opening hours and who to contact in an emergency.</p>	
<p>Paragraphs 4.34 - 4.39</p>	<p>4.34. You must have appropriate arrangements in operation so that you can refer or signpost a Client or potential Client to another Provider where:</p> <ul style="list-style-type: none"> (a) you do not provide the services the Client requires; (b) there is a conflict of interest between two or more Clients or potential Clients wishing to access your services; (c) you are required to make a referral under the professional conduct rules of your Relevant Professional Body; or (d) you have made an assessment that Remote Advice is not appropriate for the Client, or the Client is an Exempted Person and 	<p>These provisions will be amended to reflect the new assessment that CLA providers must carry out the determine whether a client should be assisted via a specialist telephone provider or a face-to-face provider (see above). Where a provider determines that face-to-face advice should be provided they will be required to refer the case to a face-to-face provider in line with the provisions in these paragraphs. Self-referrals will be permitted in the circumstances below.</p>

has requested face-to-face advice or the Client has requested face-to-face advice in a category which is not covered by this Contract;

(e) you have made an assessment that Remote Advice is appropriate in the categories of Family and Housing, but the Client decides to receive Face-to Face-Advice as part of the Determination. The expectation is that where a CLA Legal Help new matter start is opened the Client should continue to receive Remote Advice until Paragraph 4.35(b) applies; the Client is or becomes an Exempted Person; or the circumstances of the Client change meaning Remote Advice is no longer appropriate in order to satisfy the requirements of Paragraph 1.9. Unless the reasons in 4.34(e) apply, a Client cannot change their mind and request Controlled Work through a Face to Face provider. If this occurs you must advise the Client that they can't receive Controlled Work from a different Provider in relation to the same matter until 6 months has elapsed unless there has been a material development or change in the Client's instructions or a legitimate complaint has been upheld in accordance with Annex 6 (Complaints).

4.35. Where there is any conflict of interest between Clients or potential Client, or where you are required to make a referral under the professional conduct rules of your Relevant Professional Body we would expect that such a referral should be made to one of the other CLA Providers before signposting or referring externally. You must always make a Referral (as opposed to Signposting) where:

(a) the Case relates to a mandatory Category of Law (as identified on the flow chart above in Paragraph 1.3) and you have assessed that the Client requires Face-to-Face Advice or where an Exempted Person would prefer not to receive Remote Advice;

(b) the Client requires Legal Representation and this is not authorised under your Contract You must work on the principle that where representation is necessary Referral is made as early on as possible;

(c) you already have an established relationship with the Client and have undertaken work on a current Case or hold relevant Case

information or documents and you can no longer help them under this Contract; or

(d) a Referral is needed as a Reasonable Adjustment to meet the needs of a Client or potential Client (as applicable) and you cannot meet such needs.

4.36. If you need to refer a Client after you already have an established Client relationship, have undertaken work on a current Case or hold Case information or documents, you must inform the Client of the cost implications of referral (if any). Information about advice and assistance already given and any relevant documentation and details of any Reasonable Adjustments required by the Client must be forwarded to the new CLA Provider or new Provider (as applicable).

4.37. Where you make a referral to another CLA Provider or other Provider (as applicable) you must ensure, so far as practicable, that such provider is authorised by us to provide services in the Category of Law most relevant to the Client's problem.

4.38. Where you refer a Client, such referral should be undertaken in a manner which does not prejudice the Client. You must also keep the Client informed in respect of the progress of such referral. If you are unable (or cease to be able) to perform Contract Work for Clients and you are unable to make any referral to another CLA Provider or Provider, your procedures must ensure that you make reasonable endeavours to ensure that your Clients' rights are protected, that they suffer no damage and they are provided with all relevant information.

4.39. When identifying a suitable provider for a Referral wherever possible you must use the LAA approved search facility detailed in the signposting and referral guidance issued by us from time to time. Where there is no suitable provider within the approved search facility you may use your own list of legal service providers that you have produced by area of law, or provide your own recommendation (as long as, in both cases, preference is given to, legal services providers that hold an SQM or LEXCEL and offer a free or low-cost service). Where there is more than one suitable provider any selection between them must be based first on the Client's choice and

	<p>failing that, on the closest provider to the Client. Your preference for a particular provider should not be taken into consideration.</p>	
<p>Paragraphs 4.40 – 4.43</p>	<p>4.40. If a Case in the Housing, Family and/or Debt Categories of Law is required to be referred to a face-to-face provider, you may refer such Case to yourself provided that:</p> <ul style="list-style-type: none"> (a) if the Contract Work is provided in respect of a Controlled Work Case, you hold a 2018 Standard Civil Contract which authorises you to perform such Case in the relevant Category of Law; or (b) if the Contract Work is provided in respect of a Licensed Work Case, you hold a 2018 Standard Civil Contract which authorises you to carry out Licensed Work in the relevant Category of Law; and (c) you have the Client’s written consent to act; and (d) you: <ul style="list-style-type: none"> (i) have the closest Office to the Client from which Face-to-Face Advice will be delivered; or (ii) your Office from which Face-to-Face Advice will be delivered is within 45 minutes travel time from the Client, and you have informed the Client of any other CLA Providers or Providers (as applicable) with a 2018 Standard Civil Contract in the relevant Category of Law with offices that are closer to the Client than your Office and they have confirmed that they do not want to go to one of the closer Providers <p>4.41. For the avoidance of doubt, if your Office from which Face-to-Face Advice will be delivered is more than 45 minutes travel time from a Client, and there are other CLA Providers or Provider (as applicable) with a 2018 Standard Civil Contract in the relevant Category of Law with offices that are closer to the Client than your Office, the Client must be referred to the closer adviser(s) in accordance with Paragraphs 4.34 to 4.39 unless 4.42 applies.</p>	<p>The rules in paragraph 4.40 to 4.43 of the Civil Legal Advice 2018 Contract setting out the circumstances when a case in Housing, Debt or Family can be self-referred to a provider’s own face-to-face contract will be extended to include Education cases.</p>

	<p>4.42. In the Housing, Family and/or Debt Categories you may only refer a Case to yourself if you are more than 45 minutes travel time from the Client where all of the following exceptional circumstances apply:</p> <ul style="list-style-type: none"> (a) substantive Remote Advice has been provided to the Client (i.e. extensive negotiations with the other side or detailed investigative work) and a relationship has developed; and (b) it can be demonstrated that it is clearly in the Client’s best interests for them to receive continuity of advice due to their specific circumstances; and (c) the Client has been offered closer Face-to-Face Advice and has declined such advice. <p>4.43 We may monitor the number of Cases that fall into this category. If we consider it appropriate we may carry out further investigations. If, as a result of such further investigation, it appears that you have breached the requirements of this Paragraph we may take such further action as we deem appropriate, including Assessing a sample of your Claims or applying a Sanction under Clause 24 of the Standard Terms.</p>	
Paragraph 5.14	<p>5.14. If the signed Legal Help Application Form and satisfactory evidence of the Client’s financial eligibility is not subsequently supplied, or if the evidence does not show that the Client is financially eligible, you may only claim a Lower Fixed Fee for the Contract Work carried out as a Case provided that:</p> <ul style="list-style-type: none"> (a) you have acted reasonably in undertaking work before receiving satisfactory evidence of the Client’s means; and (b) you have acted reasonably in initially assessing financial eligibility on the information available; and (c) the unsigned Legal Help Application Form is on the Case file; and (d) you do not claim any Disbursement beyond those incurred in the period before it is practicable to obtain satisfactory evidence of the Client’s means. 	<p>This paragraph will be amended to limit work that can be claimed in these circumstances to “a maximum of 132 minutes (which includes a maximum of 12 minutes to conclude any advice and if necessary to refer and signpost the Client)” instead of the Lower Fixed Fee. This is to reflect the fact that payment for legal help in this contract is by way of hourly rates.</p>

	<p>We may monitor the number of your Cases that fall into this category. If we consider it appropriate we may carry out further investigations. If, as a result of further investigation, it appears that you have breached this provision we may take appropriate action, including Assessing a sample of your Claims or applying a Sanction under Clause 24 of the Standard Terms.</p>	
<p>Paragraphs 6.3 - 6.9</p>	<p>Escape Fee Cases</p> <p>6.3. Subject to the relevant Claim being in respect of a Case within the Education and Discrimination Categories and subject to the Education and Discrimination Category Specific Rules or a Cross Border Case, where the Case exceeds 900 minutes you may apply to us for the Case to be treated as an Escape Fee Case (on a form to be specified by us) in accordance with Annex 2 (Cases, Fixed Fees and Hourly Rates (Controlled Work)).</p> <p>6.4. Escape Fee Cases will be remunerated on the basis of Hourly Rates.</p> <p>6.5. We will not normally refuse to treat a Claim as an Escape Fee Case on the grounds that the Case should have been dealt with under more than one Case. However, where it appears that a Claim covers clearly unrelated matters with the intention of avoiding the Fixed Fee per Case set out in Annex 2 (Cases, Fixed Fees and Hourly Rates (Controlled Work)), we may ask you to resubmit your Claim accordingly Any decision to request resubmission of Claims under this Paragraph will be subject to the appeals procedure set out in Paragraphs 8.71 to 8.81.</p> <p>6.6. We may assess the costs of each Escape Fee Case Claim or a sample of them and where the amount assessed as payable for the Claim is:</p> <ul style="list-style-type: none"> (a) nil, we will not make payment for the Claim; or (b) otherwise below the Escape Fee Case Threshold referred to in Paragraph 6.3, we will pay costs in accordance with Paragraph 3 of Annex 2 (Cases, Fixed Fee and Hourly Rates (Controlled Work)); (c) otherwise, we will pay the amount assessed as payable for the Claim. 	<p>These provisions will not apply in the new Education contract. Payment in the category will be by a competitively tendered hourly rate (with no maximum case cost) instead of fixed fees. As such, it is not necessary to include provisions relating to “escape fee cases”. Instead, these provisions will be replaced with a requirement that any case that exceeds 450 minutes will need to be submitted to the Legal Aid Agency for the case to be assessed (on a form specified by us) before payment can be made.</p>

	<p>6.7. If we refuse a request to pay a Claim as an Escape Fee Case you may appeal against that decision to an Independent Costs Assessor. The procedures in Section 8 shall apply to any such appeal.</p> <p>6.8. Any refusal by us of a request by you to treat a Claim as an Escape Fee Case is excluded from Clauses 27 and 28 of the Standard Terms.</p> <p>6.9. Claims for Escape Fee Cases must be submitted within three months of the Case being reported.</p>	
Section 7	CARRYING OUT LICENSED WORK	This section will be removed because it is not permitted to undertake Licensed Work as part of this contract.
Section 8	PAYMENT FOR LICENSED WORK	This section will be removed because it is not permitted to undertake Licensed Work as part of this contract. Provisions on assessment and appeals that apply equally to Controlled Work will be moved to section 6 of the contract.
Section 9	HOUSING AND DEBT	This section will be removed as it is not relevant to the Education category of law.
Paragraph 10.4	<p>Exceptional Cases in the Education Category</p> <p>10.4 Note that any applications for an Exceptional Case in the Education Category can only be made by CLA Providers whose Contract for Signature permits them to provide Contract Work in the Education Category unless the Case satisfies the effective administration of justice test as set out in the Procedure Regulations. In the Education Category, payment for Exceptional Case work carried out under this Contract will be in accordance with the provisions at Paragraph 6.13 (Controlled Work) and Paragraph 8.68 (Licensed Work).</p>	This paragraph will be amended to reflect the fact that it not permitted to carry out Licensed Work under this contract (whether in scope or ECF).
Section 11	DISCRIMINATION	This section will be removed as it is not relevant to the Education category of law.
Section 12	FAMILY	This section will be removed as it is not relevant to the Education category of law.

Annex 2 – Cases, Fixed Fees, and Hourly Rates (Controlled Work)

Paragraph Number	Current Provision	Amendment
Whole Annex	Sets out the fixed fees and hourly rates for Controlled Work cases carried out by CLA providers.	<p>As highlighted above, payment under this contract for substantive cases will be by a competitively tendered hourly rate (with no maximum cases cost) instead of fixed fees. A determination fee will also be payable where the provider carries out a determination under paragraphs 2.12 to 2.21. The determination fee will be based on 18 minutes of a provider’s hourly rate.</p> <p>In order to facilitate this payment mechanism, Annex 2 to the Civil Legal Advice Contract 2018 will be replaced with one that mirrors the Annex 2 to the Civil Legal Advice (Discrimination) 2018 Contract, which has the same payment mechanism as the one that will be used in this contract:</p> <p>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/738975/CLA_Discrimination_2018_-_Annex_2_Cases_Fixed_Fee_and_Hourly_rates.pdf</p> <p>References to “Discrimination” in this annex will be replaced with “Education”. In addition, the annex will specify that Determination Fee payable will be based on 18 minutes of a provider’s hourly rate rather than 42 minutes.</p>

Annex 3 – Payment and Disbursements

Paragraph Number	Current Provision	Amendment
Paragraph 21	For the purpose of this Contract, currently a “Disbursement” includes, subject to paragraph 25, time spent by your Advisers, Agents and Counsel travelling to and waiting at a Client location for good reason prior to providing Contract Work in the Discrimination and Education Categories (“Travel Disbursement”).	This provision will be removed. Providers will not be permitted to deliver face-to-face advice under this contract so there will be no need to travel to a client.
Paragraph 25	25. You may only claim a Travel Disbursement of up to the amount per hour specified in the Remuneration Regulations (on a pro rata basis) subject to a maximum of 2 hours.	This provision will be removed for the reasons given in the box immediately above.

Annex 5 – Key Performance Indicators

Paragraph Number	Current Provision	Amendment
KPI 6 in Table	<p><i>Description:</i></p> <p>The aggregate amount by which the costs claimed by you as Escape Fees in all relevant Cases in any KPI Period are reduced by us on Assessment (after any appeals have been completed) by no more than 10%.</p> <p><i>Consequences of failure:</i></p> <p>If, in any KPI Period, the aggregate value claimed by you as Escape Fees in all relevant Cases are reduced by LAA on Assessment (after any appeals have been completed) by more than 10% then paragraph 5 shall apply.</p>	<p>This provision will be amended to refer to cases over 450 minutes rather than Escape Fee Cases in line with the assessment provisions for the contract (see changes to paragraph 6.3 in table for Annex 1 – Specification above).</p>
KPI 7a, 7b, 7c in Table	<p>Various KPIs relating to fixed fees.</p>	<p>These KPIs are not relevant to this contract given remuneration is by hourly rates and so they will be removed.</p>
Paragraph 4	<p>4. In respect of KPI 7a, 7b and 7c, where there is a KPI Default we may consider representations from you, where you believe that the KPI could not reasonably be achieved in the relevant KPI Period given the composition of Cases allocated to you. Any such representations must be provided by the 10th day of the month following the KPI period. We may, at our sole discretion, waive the KPI Default for that KPI Period. Where there is a KPI Default in relation to KPI 7a, 7b or 7c and we do not waive the KPI Default, then the provisions of Paragraphs 5-7 may apply.</p>	<p>As above, these KPIs are not relevant to this contract and so this paragraph will be removed.</p>
	<p>7. Where a KPI Default occurs in relation to KPI 7a, 7b or 7c (and representations have been considered) we may require you to conduct a file review process as part of any action plan. As part of such file review the following steps shall be followed:</p>	<p>As above, these KPIs are not relevant to this contract and so these paragraphs will be removed.</p>

- Step 1: We may require you to complete an internal file review and report whether all Cases have been correctly reported and billed to us. The scale of the file review will be agreed after discussion with your Contract Manager but will not be less than 10% of files reported during the KPI Period.
- Step 2: Following the outcome of the file review by you we reserve the right to file review a sample of cases to further verify the correct reporting and billing of Cases by you.
- Step 3 Where billing/reporting errors are identified, any amounts owed to us in relation to those Cases will be recouped in accordance with Clause 14 of the Standard Terms. Any action taken or Findings made by us resulting in recoupment of amounts owed in accordance with Paragraph 8 of this Annex may be applied to any other Claims or Cases.

For the avoidance of doubt, the provisions of this Paragraph 7 may be applied in addition to any other Contract Sanctions that may be applied as a result of this breach.

8. We reserve the right to amend KPI 7a, KPI 7b and KPI 7c at any point throughout the Contract Period provided that the extent of any such amendment shall not exceed the lower and higher ranges specified in the table below and provided further that no such change shall take effect unless you are given at least two full calendar months' notice of the introduction of any such change.

KPI	Lower range	Higher range
7a	No more than 25% of Cases for which a Higher Fixed Fee is claimed are less than 200 minutes	No more than 40% of Cases for which a Higher Fixed Fee is claimed are less than 200 minutes

7b	No more than 35% of Cases for which a Higher Fixed Fee is claimed are less than 160 minute	No more than 65% of Cases for which a Higher Fixed Fee is claimed are less than 160 minute	
7c	No more than 20% of Cases for which a Higher Fixed Fee	No more than 40% of Cases for which a Higher Fixed Fee	
<p>9. Prior to altering any KPI, we will consider representations from you on the proposed alteration to that KPI, whilst retaining the right to alter the KPI at our sole discretion.</p>			

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