

DRAFT ANNEX 1 SPECIFICATION – CRIMINAL DEFENCE

DIRECT CONTRACT 2021

PRELIMINARY

Scope of the Specification

- 1.1 This Specification is one of the Contract Documents set out in Clause 12.1 of the Standard Terms which you must comply with.
- 1.2 This Specification, together with the other Annexes, sets out the requirements and rules under which Contract Work must be delivered and carried out by you, the Service Standards applicable to you and all the rates and procedures governing payment for Contract Work which you must abide by.
- 1.3 The Contract Work that you deliver under this Contract must fall within the Act and the scope of this Contract. You must refuse to act in respect of any matter that does not meet this criterion.
- 1.4 This Specification covers Criminal Defence Direct Only Cases and specifically the delivery of the CDD Service.

Definitions and Interpretation

- 1.5 Unless otherwise stated, definitions that are set out in Legal Aid Legislation and the Standard Terms and the Contract for Signature apply to this Specification and are not repeated here. In this Specification, the following expressions have the following meanings:

“Accreditation” means accreditation under parts one and two of stage one of the Law Society’s Criminal Litigation Accreditation Scheme (CLAS);

“Accredited Representative” means an individual whose name is included on the Police Station Register and who is accredited by a body recognised by us as competent to grant such accreditation;

“Action Plan” means a plan agreed between the parties in accordance with the process set out at Paragraph 2.12 of this Specification, which details the actions to be taken and timescales to be met for increasing your service capacity;

“CLAS” means the Criminal Litigator Accreditation Scheme;

“Case Print” means a hard copy print out of the Record of Advice;

"*Criminal Remuneration Regulations*" means the Criminal Legal Aid (Remuneration) Regulations 2013 and other regulations made under section 2(3) of the Act that relate to criminal Legal Aid;

"*Dual Operation*" means:

(a) the period of time during the Implementation Period where you and the Incumbent Provider(s) deliver the CDD Service jointly to allow gradual transfer of the existing CDD service from the Incumbent Provider(s) to you; and/or,

(b) a period of time at the end of the Contract Term where you and any Replacement Provider(s) deliver the CDD Service jointly to allow gradual transfer of the existing CDD service from you to the Replacement Provider(s);

"*Duty Solicitor*" means a person who provides legal advice and assistance to clients under and in accordance with the terms of the LAA's Standard Crime Contract;

"*FTE*" means full time equivalent;

"*Home Office*" means the department within the Home Office which deals with immigration and asylum issues, currently the 'UK Border Agency';

"*Implementation Plan*" means the implementation plan in the form set out in Annex 6 (Implementation Plan) as populated by us using the information you provided in your Tender Documents;

"*Implementation Period*" means the period from the Contract Start Date to 31 May 2021 (or any such other period that the parties may agree on), including any period of Dual Operation;

"*Incumbent Provider*" means a supplier supplying services to the LAA before the Service Commencement Date that are the same as and/or substantially similar to and will be replaced by the CDD Services under this Contract;

"*Own Solicitor*" means a Solicitor who provides Advice and Assistance to a Client other than as a Duty Solicitor;

"*Police*" means the 43 police forces operating across England and Wales together with other third parties e.g. British Transport Police, Military Police or other prosecuting authorities that the LAA may authorise from time to time;

"*Police Concern*" means a Case identified by a Provider as raising concerns because of Police treatment or behaviour which may be detrimental to Clients or their legal rights or to the smooth running of the Services including

difficulties in contacting the Police, speaking to Clients and poor or unusual local police practice;

"*Police Station Qualification*" or "*PSQ*" means the qualification which must be attained before a Solicitor or Counsel or Accredited Representative is eligible to provide the Services;

"*Police Station Register*" means the list maintained by us of all Accredited Representatives;

"*Probationary Representative*" means a person (including a Solicitor or Counsel) who is, under the Police Station Register Arrangements 2001 (as amended), registered with us as a Probationary Representative and who has not yet passed the relevant accreditation tests to provide CDD Services;

"*Record of Advice*" means the electronic record on ECMS detailing all actions and advice provided by you in relation to a Case;

"*Resourcing Plan*" means the resourcing plan in the form set out in Annex 8 (Resourcing Plan) as populated by us using the information you provided in your Tender Documents;

"*Service Standards*" means the standards which the Services are required to meet in accordance with the terms of this Contract and for the avoidance of doubt this shall include the standards set out at paragraph 3 of Part A of this Annex 1 (Specification) and the KPI Annex;

"*Solicitor*" means a Solicitor of the Senior Courts of England and Wales;

"*Substantive Response*" means a response to a complaint containing a detailed analysis of the complaint, the most comprehensive response possible at the time, an indication of future investigations to be conducted and a timescale for resolution of the complaint. Simply confirming receipt of the complaint and indicating that further investigation is needed is not a Substantive Response;

"*Supervision Standards*" means the applicable standards set out in paragraphs 3.11 to 3.19 of Part A of this Specification;

"*Urgent Query*" means a query raised by our Contract Manager which we reasonably consider to be of an urgent nature and which we designate as such; and

"Work Queue Screen" means the interface in the ECMS which details Cases that have been allocated to you by the DSCC.

2 DESCRIPTION OF THE POLICE STATION TELEPHONE ADVICE SERVICE

- 2.1 A Client detained in Police custody is entitled to legal advice where they have requested such advice in accordance with s58 of the Police and Criminal Evidence Act (PACE) 1984. Depending on the nature of the matter in respect of which the Client has been detained and the circumstances of the Client this legal advice can be delivered either face to face by a Duty or Own Client Solicitor attending the Police Station or remotely via telephone.
- 2.2 The DSCC receives requests for legal advice at Police Stations from the Police and deploys to the Provider.
- 2.3 Upon receipt of a request for legal advice at a Police Station the DSCC will:
 - 2.3.1 ascertain certain details from the police including:
 - 2.3.1.1 Client's name and gender;
 - 2.3.1.2 whether the Client is an adult or juvenile, whether an appropriate adult is required and whether the appropriate adult is on site or en route.
 - 2.3.1.3 whether it is an advance booking or whether the Client is in detention and if so the:
 - 2.3.1.4 Client's custody number;
 - 2.3.1.5 name of location and contact details e.g. custody suite;
 - 2.3.1.6 Client's time and date of arrival;
 - 2.3.1.7 the alleged offence(s) or whether it is a military case or an immigration matter;
 - 2.3.1.8 whether an interview or identification procedure is likely to be scheduled and if so the date and likely time;
 - 2.3.1.9 whether the Client has requested the services of their Own Solicitor or require a Duty Solicitor;
 - 2.3.1.10 whether the Client has requested advice in Welsh or has other language needs that would require an interpreter or translator;
 - 2.3.1.11 any other comments - for example whether the Client is incapacitated;

- 2.3.2 input that information onto a form within the ECMS; and,
- 2.3.3 save the details referred to at Paragraph 2.3.1 above in relation to the Case and issue the Police with a system generated unique reference number. This Case then remains within the ECMS database and can be retrieved at any time.
- 2.4 Where the DSCC ascertains that the matter involves an offence covered by the CDD Service and there is no interview or identification procedure scheduled within 90 minutes of the request being received, it will deploy the Case to an appropriate Provider using ECMS. Cases which are deployed to CDD will immediately appear in the relevant Providers' ECMS Work Queue Screen and must be actioned by a CDD Adviser in accordance with the terms of this Contract.
- 2.5 Once a Case has been allocated to the CDD Service the relevant Adviser must telephone the Police Station, in accordance with the KPIs, in order to speak to the Client and provide advice as appropriate.
- 2.6 You may not refuse to pick up a Case referred to you from the DSCC. If for any reason, an Adviser considers that they are unable to provide effective advice to a Client, or they are having difficulty doing so then they must record why and must notify the DSCC as soon as reasonably possible.
- 2.7 You may only provide advice to Clients under this Contract who have been referred to you by the DSCC.
- 2.8 You may only provide advice under this Contract by telephone and may not attend the Client face to face at the Police Station or any other location.
- 2.9 We shall endeavour through the use of ECMS to ensure that an equal number of Cases are referred to each Provider delivering the CDD Service during the Contract Period.
- 2.10 At our discretion, we may amend the distribution of referrals that are allocated to you from time to time. This may be done in circumstances where this is required for the continuation of the relevant service, including where another Provider is unable to meet all or some of its obligations to deliver the relevant services, in the event of a short-term incident or over a longer period.
- 2.11 Where it is necessary to allocate a significant increase in the volume of Cases to you we will act reasonably, provide as much notice as possible, consider waiving or amending certain KPIs for a set period, and work with you to scale up your service

capacity in accordance with the terms of this Contract and as required by the circumstances.

2.12 Where it is necessary to allocate a significant increase in the volume or proportion of Cases for a longer period (e.g. the remainder of the Contract Period) we may take the following steps:

2.12.1 require you to submit a proposed Action Plan detailing how you intend to increase service capacity, together with anticipated timescales, within 5 Business Days of any request from us; and

2.12.2 discuss your proposal and agree an Action Plan with you within 10 Business Days of you submitting your proposed Action Plan.

2.13 Once an Action Plan is agreed, you will be required to provide the increased volume of Cases in accordance with the terms of the Contract.

3. TELEPHONE FACILITIES

3.1 You must have a suitable secure telephone system which includes and/or provides:

3.1.1 capacity to undertake a three way call to enable an Adviser, a Client and, if necessary, an interpreter to participate in the call;

3.1.2 a secure telephone system capable of being able to respond to multiple calls. For example if an Adviser is already taking a call but another call for advice is made on that number you must have a divert or messaging facility so that the call can be received and responded to in line with the applicable KPIs;

3.1.3 the ability to make outbound telephone calls and transfer calls to the DSCC or another Service Provider;

3.1.4 one central telephone number on which your Advisers will be available; and

3.1.5 a Business Continuity Plan which takes account of a major failure occurring in the telephone system.

4. ELECTRONIC CASE MANAGEMENT SYSTEM (ECMS)

4.1 You must be able to access Case details via the ECMS and are required to respond to Cases that appear in your Work Queue Screen following allocation from the DSCC. The ECMS will allow you to view work queues, accept Cases and log any actions taken to progress or close the Case.

- 4.2 You must comply with all the requirements of Annex 4 (IT Requirements).
- 4.3 You are required to ensure that all relevant information is recorded for all users of the Service in accordance with the requirements of Annex 7 (Reporting Requirements).
- 4.4 The content of the ECMS and any entries made, are captured on a database owned by the LAA. The content, including access to historical Case records, will be made available to you. You are required to ensure that access to the content is controlled and secure and only authorised parties (i.e. Advisers/Supervisors) have access as required as further provided in Annex 4 (IT Requirements).
- 4.5 You are required to monitor the functionality provided by the ECMS or any replacement system the LAA may introduce in respect of the efficiency of the user transactions and recommend enhancements and/or corrections to these systems using the format prescribed by the LAA from time to time throughout the Contract Period.
- 4.6 You are only able to see, access and process Cases allocated to you and not those allocated to other Providers.

5. OFFICE REQUIREMENTS

- 5.1 You may only perform Contract Work from the Office(s) specified in your Contract for Signature. You must notify us if you wish to perform Contract Work from a new Office. Where we are satisfied that the new Office meets the requirements of paragraph 5.2 we will amend the Contract for Signature to include such a new Office.
- 5.2 An Office must be a building which is suitable to cater for the needs of your personnel, 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 a secure location suitable for the storage of Client files, have the appropriate equipment to deliver the CDD Service 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
- 5.3 You will be responsible for all costs associated with any requirement to relocate or open a new Office including any costs associated with connecting such Office to the ECMS.
- 5.4 We may during the Contract Period permit you to carry out remote advice from alternative locations other than your Office(s) in exceptional circumstances if you can demonstrate to our satisfaction that you can continue to comply with all the requirements of this Contract, in particular those at Paragraph 5.2 above and Annex

4 (IT Requirements). At our sole discretion, we may specify additional requirements to ensure appropriate levels of security are maintained.

- 5.5 Where we provide written approval for you to carry out remote advice from locations other than your Office(s), we reserve the right to revoke such approval with immediate effect where we have concerns in relation to your compliance of any term of this Contract or any condition imposed as a condition of us granting approval for remote working.

6. THIRD PARTIES

- 6.1 For the purpose of Clause 3 of the Standard Terms, unless otherwise specified in the Contract for Signature, as at the Contract Start Date, we have not consented to you appointing any Counsel or Approved Third Parties to undertake Contract Work on your behalf. Subject to paragraph 6.2 below you are permitted to appoint Agents to undertake Contract Work on your behalf. As applicable any such Agent must meet and comply with the Adviser and Supervisor requirements contained in this Contract.
- 6.2 Unless we provide you with written consent to the contrary not more than twenty five percent (25%) of the Contract Work you undertake may be delivered by an Agent.
- 6.3 For the avoidance of doubt, all Supervisors used in the delivery of the Services must be employed by you save that where there is a temporary and or unavoidable absence of an employed Supervisor an Agent may be appointed in their place. Unless otherwise agreed by us in writing an Agent may not act as a Supervisor to cover a temporary absence for a continuous period of more than four weeks.

7. INTERPRETATION – NON ENGLISH SPEAKING CLIENTS

- 7.1 When the Adviser establishes that an interpreter is required and for what language, the Adviser will telephone the Interpretation and Translation Facility to be connected to a relevant interpreter. The Adviser will brief the interpreter and then be connected to the Police Station using a three-way conference call.
- 7.2 We are responsible for managing the relationship with the Interpretation and Translation Facility and will pay the Interpretation and Translation Facility provider's fees for the usage of this service by Advisers in accordance with this Contract directly to the Interpretation and Translation Facility.
- 7.3 The interpreters and translators used by the Interpretation and Translation Facility may not be fully familiar with the nature of the CDD Service or of Police Station telephone advice more generally. Accordingly, you must provide such background information and explanation to the interpreter and/or translator as may reasonably be necessary in order to assist them in performing their role. Where an interpreter

or translator is used on a Case the Adviser must record the individual's identification number in the Case notes.

8. TRAINING

- 8.1 We will deliver generic training to you in relation to the process of receiving Cases and how the ECMS works. You are responsible for cascading all necessary information within your own organisation and ensuring that all Advisers are suitably trained to undertake the delivery of Contract Work. You will also be responsible for ensuring that all Advisers receive sufficient training to ensure effective provision of advice over the telephone and to Clients with varying communication needs. We require access to your Advisers during this time and have a right to attend training sessions.
- 8.2 We will supply you with training materials, which can be used to support Advisers in their delivery of Contract Work.
- 8.3 When any new Advisers are recruited, it will be your responsibility to ensure that they are suitably trained to deliver Contract Work and that all necessary training has been completed before they are permitted to deliver Contract Work without direct supervision from a Supervisor.

9 MONITORING AND REPORTING

- 9.1 All Case information must be recorded by Advisers on the ECMS. The DSCC will extract information from the ECMS to produce regular reports (including but not limited to those set out in Annex 7 – Reporting Requirements) to enable us to monitor relevant usage data and your performance of the Services.
- 9.2 Certain information contained in or extracted from these reports will also be made available to you to assist you with performance management.

Requests for Records of Advice

- 9.3 You may receive requests to provide a copy of the Record of Advice given by you in relation to a Case. Such requests may be received from either the Client or a Solicitor subsequently instructed to act on behalf of a Client. You are required to comply with all such requests properly made to you as soon as reasonably possible provided that you must not release the Record of Advice without receiving (i) written confirmation from the relevant Solicitor that they are acting for the relevant Client; and (ii) a copy of the relevant Client's signed consent/authority for you to release a copy of the Record of Advice to the appointed Solicitor. If the request is from the Client you must release the information as soon as reasonably possible provided you are satisfied as to the Client's identity.

9.4 You will need to obtain the Record of Advice from the DSCC. If the particular Case reference number is not known then you must include the following information to assist DSCC in quickly identifying the correct Case:

9.4.1 Client's full name;

9.4.2 Police Station where Client was held;

9.4.3 the date when the advice was given; and

9.4.4 the nature of the offence in respect of which advice was provided.

9.5 Upon a request being received by the DSCC they will forward the Record of Advice and any associated correspondence to you. It will then be your responsibility to respond to the request received by or on behalf of the Client.

9.6 You must reply to requests for Records of Advice within 3 Business Days of receipt of the request. No extra charge may be made by you for providing these Records of Advice.

Witness Statements

9.7 If requested you must provide witness statements under section 9 of the Criminal Justice Act 1967 (Criminal Procedures Rules, r27.1 (1)) explaining your role and involvement as required. Such statements must be produced by the Adviser(s) involved in the Case in question and shall exhibit the Record of Advice given as necessary.

9.8 You must provide such statements free of charge.

Requests for Advisers to Attend Court

9.9 Any such requests must be considered by the Supervisor. It is thought that a witness statement (see above) should usually suffice.

9.10 If attendance as a witness is required we require that Solicitors obtain and serve a witness summons for the relevant Adviser which should be accepted at your Office. Witnesses should apply directly to the court for witness expenses. No payment will be made under this Contract in respect of witness expenses.

Call Handling Monitoring

9.11 Calls may not be recorded to monitor the work of Advisers but Supervisors must conduct side by side call monitoring as specified at paragraph 3.19 of Part A of this Specification accordingly.

10. IMPLEMENTATION PLAN

Introduction

- 10.1 You must comply with the Implementation Plan including any requirements in the Implementation Plan to achieve milestones and/or undertake testing of your readiness to undertake Contract Work with effect from the Service Commencement Date.
- 10.2 You will maintain and update the Implementation Plan on a weekly basis as may be necessary to reflect the then current state of the implementation of the provision of Contract Work. Save for any amendments which are of a type identified and notified by us (at our discretion) to you in writing as not requiring approval, any material amendments to the Implementation Plan shall be subject to our approval. Until such time as we approve the updated Implementation Plan, the Implementation Plan then existing (prior to the update) shall apply.
- 10.3 The parties shall consider and review the Implementation Plan and progress towards its successful implementation at regular review meetings. Such meetings shall be held at least monthly. In preparation for such meeting you shall provide the current Implementation Plan to us not less than five (5) Business Days' in advance of such meeting.
- 10.4 The Implementation Plan must cater for a period of Dual Operation with the Incumbent Provider(s). The arrangements for Dual Operation will be determined by us and will last no longer than twenty-eight (28) days in total. We will provide you with details of the Dual Operation arrangements within two weeks of the Contract Start Date, which must be incorporated into your Implementation Plan.
- 10.5 We reserve the right to require you to enter into a period of Dual Operation with any Replacement Provider in accordance with that Replacement Provider's Implementation Plan. We will inform you of the details of this Dual Operation period no less than eight (8) weeks before the end of the then current Contract Period. The Dual Operation arrangements under this Paragraph 10.5 will last no longer than twenty-eight (28) days in total.

11. BUSINESS CONTINUITY PLAN

Business Continuity Plan Requirements

- 11.1 At all times throughout the Contract Period you must have a Business Continuity Plan which conforms with Good Industry Practice and meets the requirements of the Tender Documents and make it available to us (or our agents) at our request for inspection.

- 11.2 You must implement the Business Continuity Plan in the event that a material part of your provision of Contract Work is impaired or unavailable (or appears likely to be impaired or unavailable) for in excess of 15 minutes as a result of any occurrence envisaged in the Business Continuity Plan. You will notify us in writing each time the Business Continuity Plan is, or should be, implemented.
- 11.3 You must notify the DSCC and the Contract Manager within 15 minutes of any telephony/systems failure which means that you are unable to access ECMS, make outgoing calls from your landlines or otherwise undertake Contract Work and give a timescale for resolution. We will not be obliged to refer or procure the referral of additional Cases to you to make up for any reduction in the volume of Cases you receive in any Month as a consequence of any such failure.
- 11.4 If your telephony system or phone lines go down, you will need to use mobile/cell phones to make outgoing calls to Clients until such time as the telephony system or phone lines become available again.
- 11.5 The DSCC will immediately cease deploying Cases to a CDD Provider upon notification of a telephony/systems failure affecting access to ECMS by that Provider. In such circumstances all Cases will be deployed to the alternative CDD Provider during the period of any such failure. You should notify the DSCC as soon as systems are restored.
- 11.6 You must have personnel or arrangements in place throughout the Contract Period with the relevant skills to maintain your IT and telephony systems in accordance with Good Industry Practice.
- 11.7 The DSCC have detailed plans for dealing with any loss in service which include a separate contingency site should they need to relocate due to a problem with their main operating centre. If the DSCC cannot access the ECMS due to a fault or a planned software update then they will operate by manually recording Case details from the Police by hand. DSCC will then pass Case details by phone to you.
- 11.8 You must record such Case details and all work carried out on the Case (including times of calls) manually until such time as normal service is resumed. You must return these notes by email to DSCC who will update the ECMS accordingly and retain copies of the manual notes on file. DSCC will supply you with the template for the correct form to be used. You will not be required to retain any copies of these notes at your premises.
- 11.9 Any software release that will require downtime to the ECMS will be scheduled and notified to you in advance and be implemented during a period of low demand.

11.10 If the connection between the DSCC and you fails, the DSCC will be responsible for restoring the connection should the fault be with the line itself. You will be responsible for maintaining and fixing any fault with your own network equipment. Should a fault develop with the line itself you must record information manually as set out above until DSCC have restored the connection. We will not make any extra payment to you for complying with these disaster recovery measures.

Business Continuity Plan Testing

11.11 You shall test your Business Continuity Plan at least once prior to the Service Commencement Date and at least once during every 6 Month period thereafter throughout the Contract Period. Such tests shall simulate as a minimum, recovery from a complete loss of access to the ECMS. You shall produce a report from each test and ensure that any corrective actions are taken. You shall provide such report to the Contract Manager and address/resolve any issues brought to your attention following his/her review of the same.

11.12 We may require you to conduct additional tests of the Business Continuity Plan where we consider it necessary, including where there has been a change to the Contract Work or any underlying business processes, or in the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan.

11.13 If we require an additional test of the Business Continuity Plan, we shall give you written notice and you shall conduct the test in accordance with our reasonable requirements and the relevant provisions of the Business Continuity Plan. The costs of any such additional test shall be borne by you.

11.14 Following each test, you shall send us a written report summarising the results of the test and shall promptly implement any actions or remedial measures which we consider to be necessary as a result of those tests.

11.15 You shall undertake regular risk assessments in relation to the provision of Contract Work not less than once every six Months and shall provide the results of, and any recommendations in relation to, those risk assessments to us promptly in writing following each review.

11.16 Upon request by us, you shall make your Business Continuity Plan available to individuals suitably authorised by us for inspection and audit.

11.17 You shall undertake a regular review of the Business Continuity Plan. The review shall be conducted at least once every six months or where a new or emerging risk is identified and shall include as a minimum: identification and evaluation of systems assets; identification and assessment of the potential impact of threats to those assets, or to your system as a whole; assessments of the weaknesses and

vulnerabilities in the areas of threat; evaluation of the risks arising from the assessed threats and weaknesses; and identification of countermeasures in proportion to the risk. You will take any corrective actions identified by such review and revise the Business Continuity Plan as appropriate.

12. COMMUNICATIONS, BRANDING, ANNOUNCEMENTS AND PUBLICITY

12.1 Your Advisers must as a minimum deliver the following information to the potential Client upon speaking or otherwise communicating with them for the first time:

- (a) the name of their organisation;
- (b) that such advice is given as part of the Crime Defence Direct; and
- (c) the Adviser's name.

12.2 All correspondence must comply with branding guidance issued by us from time to time and must include the following at the bottom of each page: "advice given by [specify name of your organisation] as part of Crime Defence Direct".

12.3 For the avoidance of doubt, although Contract Work must be delivered under the CDD brand, this in no way means that the advice provided is given by the CDD Service or by us. All telephone advice is given by you and your stationery and all email correspondence sent must make it clear that liability remains with your organisation and not with us in relation to the nature and content of such advice.

12.4 From time to time throughout the Contract Period we may provide you with "scripts" to be followed when delivering Contract Work.

12.4 All promotion of the Services will be co-ordinated by us. We will provide you with 'key messages' which should be used when providing information about the Service to Clients or members of the public.

13. QUALITY REQUIREMENTS

13.1 In addition to the KPIs you must comply with the following quality requirements:

13.1.1 you are able to accept Cases on the ECMS and undertake Contract Work in each Case in accordance with the terms of this Contract;

13.1.2 your Provider Monthly Report (as referred to in Annex 7 – Reporting Requirements) must be submitted in agreed format on or before 5pm on the 10th day of the relevant Month (or where the 10th day of the relevant Month is not a Business Day, the immediately following Business Day);

13.1.3 you must provide a Substantive Response to all complaints within 2 Business Days of receipt and otherwise comply with your requirements under Annex 5 – Complaints.

13.1.4 you must respond to LAA queries in relation to your delivery of the Services as follows:

- Urgent Queries must receive a full and accurate response within 2 Business Days of receipt; and
- non-urgent queries must receive a full and accurate response within 5 Business Days of receipt.

13.1.5 you must accurately record all outcomes on the ECMS.

14. RESOURCING PLAN

14.1 You must ensure that the number of Advisors and Supervisors that are working for you on the CDD Service each day, and the hours that those individuals are working on those days, is substantively the same as the information that is provided in your Resourcing Plan. Any material amendments to the Resourcing Plan requested by you shall be subject to our written approval. Until such time as we approve the updated Resourcing Plan, the Resourcing Plan then existing (prior to the update) shall apply.

Part A – Criminal Defence Direct (“CDD”) Service

1. Description of CDD Service

Introduction

- 1.1 The CDD Service provides a national legal telephone helpline for the provision of non-means tested legal advice direct to members of the public who have been detained at a Police Station in relation to a Criminal Defence Direct Only Case.
- 1.2 Your role is to provide legal advice (over the telephone) to Clients referred to you from the DSCC who are:
 - 1.2.1 detained in relation to any non-imprisonable offence;
 - 1.2.2 arrested on a bench warrant for failing to appear and being held for production before the court;
 - 1.2.3 arrested on suspicion of:
 - (i) driving with excess alcohol and who are subsequently taken to a Police Station to give a specimen (Section 5 Road Traffic Act 1988);
 - (ii) failure to provide a specimen (Section 6, 7 and 7A Road Traffic Act 1988);
 - (iii) driving whilst unfit/drunk in charge of a motor vehicle (Section 4 Road Traffic Act 1988),
 - 1.2.4 detained in relation to a breach of police or court bail conditions.

2. Service Hours

- 2.1 You must ensure that appropriately qualified Advisers are available in sufficient number to accept and advise in relation to all Cases allocated to you during the required service hours (as specified in paragraph 2.2 below).
- 2.2 At all times throughout the Contract Period and in accordance with the requirements of this Contract you must be available to deliver Contract Work twenty-four hours a day, three hundred and sixty-five days a year (three hundred and sixty-six days in a leap year).

3. Service Standards

CDD Supervisors

General

- 3.1 You must at all times throughout the Contract Period have at least one CDD Supervisor who is an employee, member, partner or director of your organisation and who meets the requirements of this Contract to be a CDD Supervisor. Subject to paragraphs 3.21 to 3.24 (Temporary CDD Supervisor absence) below, all Supervisors used in the delivery of Contract Work must be an employee, member, partner or director of your organisation who meets the requirements of this Contract to be a CDD Supervisor.
- 3.2 A CDD Supervisor must be available to supervise CDD Advisers 24 hours a day. A CDD Supervisor must be present in your Office to provide supervision for at least 35 hours each and every week. The presence of a CDD Supervisor in your Office must be reasonably evenly apportioned over all of the times when you are required to undertake Contract Work (including where those times are outside of 9am to 5pm Monday to Friday). When the Supervisor is not in the Office they must be contactable by telephone.
- 3.3 At all times throughout the Contract Period you must maintain a ratio of at least one CDD Supervisor to every four CDD Advisers.
- 3.4 To qualify as a CDD Supervisor the relevant person must at all times throughout the Contract Period comply with:
 - 3.4.1 the Supervision Standards; and
 - 3.4.2 the Supervisor qualification requirements set out in paragraph 3.20.
- 3.5 You must notify us if any CDD Supervisor leaves your organisation, ceases to meet the Supervision Standards (including the requirements of paragraph 3.18), or fails to perform their duties as a CDD Supervisor in a timely manner and with all reasonable skill, care and diligence. Where your CDD Supervisor ceases to meet the Supervision Standards or fails to perform their duties in the manner described, such member of your personnel must immediately cease acting as a CDD Supervisor and an appropriate replacement be installed as necessary. Upon request you must provide us with a written record of all Supervisors acting on your behalf in relation to the delivery of the Services.
- 3.6 A CDD Supervisor may delegate functions to a member of your personnel who does not meet all of the Supervision Standards in order for such person to act as their deputy CDD Supervisor. However, you must ensure that the CDD Supervisor continues to supervise the deputy CDD Supervisor and have a training

and development plan to provide the deputy CDD Supervisor with the necessary skills and experience to become a CDD Supervisor in future.

- 3.7 Your CDD Supervisor(s) must meet the Supervision Standards at the time of being appointed as a CDD Supervisor and continue to do so throughout the full duration of the period in which they work as a CDD Supervisor on your behalf.
- 3.8 Your CDD Supervisor(s) must take full account of any changes in legislation and case law in the context of fulfilling their role and obligations in accordance with the requirements of this Contract.
- 3.9 All Contract Work must be appropriately supervised by a CDD Supervisor and any failure to ensure that this requirement is met shall amount to a Fundamental Breach of this Contract.
- 3.10 Without limiting the Supervision Standards, you must ensure that appropriate arrangements are in place to ensure compliance with appropriate standards of supervision which must meet the minimum requirements of your Relevant Professional Body.

Supervision Standards

- 3.11 All CDD Supervisors must be registered with their Relevant Professional Body for inclusion on their respective list of accredited advisers (e.g. the Solicitor Regulation Authority (SRA) register).
- 3.12 All CDD Supervisors must meet at least one of the following supervisory skills standards:
 - 3.12.1 have supervised at least one FTE designated fee earner or Adviser in the crime category of law and/or class of work for at least one year in the previous five year period; or
 - 3.12.2 have completed training covering key supervisory skills we approve from time to time in the previous 12 Months prior to the Contract Start Date; or
 - 3.12.3 have achieved Level 3 or higher NVQ standard (or any replacement) in supervising no earlier than five years prior to the Contract Start Date.
- 3.13 All CDD Advisors performing Contract Work under this Contract must meet the requirements of paragraphs 3.25 to 3.34 of this Specification and your CDD Supervisor is responsible for ensuring that this is the case.
- 3.14 All CDD Advisors must be directly supervised by and/or have ready access to a CDD Supervisor 24 hours a day.

- 3.15 Outside the hours when a CDD Supervisor is present in your Office, supervision must be available by telephone.
- 3.16 The CDD Supervisor may also act as a CDD Adviser and undertake other work provided this does not impinge on their ability to supervise effectively.
- 3.17 Arrangements must be in place to ensure that each CDD Supervisor is able to conduct their role effectively including but not limited to the following:
 - 3.17.1 designating sufficient time to conduct an appropriate level of supervision of each CDD Adviser;
 - 3.17.2 ensuring that the level of supervision provided reflects the skills, knowledge and experience of the individual CDD Adviser;
 - 3.17.3 sitting with the CDD Advisers and giving oral advice and direction on matters of law, Police Station and court procedures, and working practices and procedures of the CDD Service;
 - 3.17.4 considering all feedback from CDD Advisers and reporting as appropriate to us;
 - 3.17.5 considering improvements to, and informing CDD Advisers of changes in, working practices and procedures, changes in law affecting Police Station practice, and points of law of general application;
 - 3.17.6 maintaining and updating the resources available to CDD Advisers;
 - 3.17.7 providing training to new CDD Advisers on applicable law and working practices relative to the CDD Service;
 - 3.17.8 considering the outcomes of any peer review/quality testing exercise conducted or authorised by us and implementing necessary actions and/or improvements as required;
 - 3.17.9 considering the outcomes of file reviews and implementing corrective actions as necessary;
 - 3.17.10 considering ways to improve the efficiency of CDD Service;
 - 3.17.11 reviewing performance against Key Performance Indicators and identifying any necessary remedial actions to be taken;
 - 3.17.12 attending liaison meetings with us;
 - 3.17.13 dealing with all escalated enquiries from Solicitors on issues arising from Cases;

- 3.17.14 obtaining and providing Case histories to Solicitors on request (subject to receipt of Client's authority to disclose) and answering queries arising;
 - 3.17.15 drafting statements pursuant to section 9 of the Criminal Justice Act 1967 for CDD Advisers, obtaining signatures and sending to Solicitors when appropriate;
 - 3.17.16 corresponding with Solicitors on all requests for CDD Advisers to attend court as witnesses and making arrangements as necessary;
 - 3.17.17 dealing promptly with all oral and written complaints received.
- 3.18 Each CDD Supervisor must conduct regular file reviews for each CDD Adviser they supervise. The number of file reviews must reflect the skills, knowledge and experience of the individual CDD Adviser. The CDD Supervisor must record the outcome of file reviews, together with the details of any corrective action taken.
- 3.19 Each CDD Supervisor must conduct regular call monitoring for each CDD Adviser. The number of calls monitored must reflect the skills, knowledge and experience of the CDD Adviser. The CDD Supervisor must record the outcome of call monitoring, together with the details of any corrective action taken.

Qualification as a CDD Supervisor

- 3.20 In order to act as a CDD Supervisor the individual must meet all of the following requirements at all times throughout the Contract Period:
- 3.20.1 hold a valid CLAS accreditation;
 - 3.20.2 hold a current non-conditional practicing certificate and have held the same for the previous 3 years; and
 - 3.20.3 in the previous 12 Months have undertaken a minimum of 25 Police Station advice and assistance cases.

Temporary CDD Supervisor absence

- 3.21 Subject to paragraph 3.22, you must ensure that the requirements of paragraph 3.14 are still met during any periods when your CDD Supervisor is absent (whether through sickness, holiday or otherwise).
- 3.22 We may grant you relief from the requirements of paragraph 3.13 for a period of up to four weeks where we are satisfied that the reason for the absence of your CDD Supervisor was not something that you could reasonably have been

expected to plan against and provided that you notify us immediately upon becoming aware of such absence. During this period you may:

- 3.22.1 nominate an Adviser (who may not otherwise meet all of the requirements to be a Supervisor in accordance with this Contract; or
 - 3.22.2 nominate an external Agent to act as a Supervisor on a temporary basis.
 - 3.22.3 If you are unable to comply with paragraph 3.14 you must immediately notify your Contract Manager and, without limiting any other rights we may have in relation to such failure, we may by notice in writing:
 - 3.22.4 extend the use of an employed Adviser as Supervisor for a limited period;
 - 3.22.5 formalise the external supervision arrangement for a limited period;
 - 3.22.6 specify that you must put in place another employed Supervisor by such period as the notice specifies;
 - 3.22.7 suspend your right to receive new Cases until such time as you notify us that you are once again able to comply with paragraph 3.14; and/or
 - 3.22.8 require you to transfer existing Cases to another Provider.
- 3.23 If this suspension is lifted we will not be obliged to refer or procure the referral of additional Cases to you to make up any shortfall arising as a result of such period of suspension.
- 3.24 You are not entitled to receive payment for any Cases conducted after one week of CDD Supervisor absence whether you have informed your Contract Manager or not.

CDD Advisers

- 3.25 Contract Work must only be undertaken by persons who are:
- 3.25.1 Accredited Representatives; or
 - 3.25.2 Duty Solicitors; or
 - 3.25.3 Probationary Representatives; or
 - 3.25.4 Solicitors holding the Police Station Qualification.

- 3.26 Each CDD Adviser must:
- 3.26.1 comply with the Police Station Register Arrangements 2001 (as amended); and
 - 3.26.2 attend the Police Station other than in relation to the delivery of Contract Work for the purpose of providing legal advice at least 25 times each Contract Year.
- 3.27 Probationary Representatives must meet the requirements at paragraphs 3.25.4 and 3.24. A maximum of 50% of the CDD Advisers undertaking Contract Work at any time (i.e. on a particular shift or rota) may be Probationary Representatives.
- 3.28 CDD Advisers must not undertake work other than Contract Work during any period during which such CDD Adviser is on a rota to undertake Contract Work.
- 3.29 CDD Advisers must undertake Contract Work from your Office; for the avoidance of doubt CDD Advisers are not permitted to undertake Contract Work from home.
- 3.30 You are required to have a document that identifies all of your personnel involved in the delivery of Contract Work, their current jobs, and lines of responsibility. This must cover all CDD Supervisors and CDD Advisers and must show:
- 3.30.1 whether the individual is a Duty Solicitor, a Solicitor holding the PSQ, an Accredited Representative or a Probationary Representative; and
 - 3.30.2 any unique identifying code number allocated to any person referred to in paragraph 3.30.1 by DSCC.
- 3.31 Where a CDD Adviser is a Duty Solicitor, you must maintain evidence of compliance by such CDD Adviser with the Duty Solicitor scheme rules as contained in the specification to the 2017 Standard Crime Contract.
- 3.32 Where a CDD Adviser is an Accredited Representative, you must maintain a record of the evidence of compliance by such CDD Adviser with the requirements needed to maintain Accredited Representative status.
- 3.33 Where a CDD Adviser is a Probationary Representative, you must maintain evidence of the requirements needed to obtain Accredited Representative status and monitor such CDD Adviser's performance and progress towards achieving Accredited Representative status.

- 3.34 The information required in paragraphs 3.29 to 3.31 must be retained on a personnel file for each CDD Adviser. Alternatively, you must retain the information for all staff together in a single Office.

Training

- 3.35 You will ensure that each CDD Adviser receives at least 6 hours training on Police Station representation annually.

4. Case Management

- 4.1 Following transfer of a Case to you by the DSCC it will appear on your Work Queue Screen.
- 4.2 You may only process Cases in the ECMS, not any other system used by you. You can only see and process Cases that have been allocated to you
- 4.3 You must undertake all Cases allocated to you in accordance with this Contract including the KPIs in Annex 3 – KPI Annex.
- 4.4 A Case can only be selected by one CDD Adviser at a time and once a Case has been selected that particular CDD Adviser's name will appear next to the relevant record to show that they are dealing with it.
- 4.5 Upon selecting a Case the CDD Adviser will be presented with all of the information captured by the DSCC when the Case was created. CDD Advisers must use the contact number generated by the ECMS to make an outgoing call to the relevant Police Station to attempt to speak to the Client and advise as appropriate.
- 4.6 You must ensure that the scripts we from time to time provide you with are followed by CDD Advisers for all initial contact with Clients on Cases. Where the Client requested their Own Solicitor this will be recorded on ECMS and you must use the appropriate script.
- 4.7 CDD Advisers must record every action or call made on a Case by using a combination of software events and relevant notes typed into the ECMS. Each event has associated outcome codes which must be selected and these outcome codes will determine the status of the Case and what action, if any, happens next.
- 4.8 CDD Advisers will be able do the following using these events and outcome codes:
- 4.8.1 record outgoing calls to the Police Station detailing information;

- 4.8.2 record outgoing calls to the Police Station detailing advice given to the Client;
 - 4.8.3 create a diary event to trigger action on a Case at a future time;
 - 4.8.4 refer Case back to DSCC for solicitor deployment giving reasons for the referral;
 - 4.8.5 close Case following successful completion of legal advice;
 - 4.8.6 cancel Case following request from the police or the Client.
- 4.9 All notes and events saved on the ECMS in relation to a Case are stored within the Case's event history along with the time and date they were created. The name of the CDD Adviser responsible for creating the events will also be stored and displayed as part of the Record of Advice. The event history provides a detailed account of all entries of work on a Case from creation to closure including times, dates and which individual carried out the work. Data from the event history is then used to produce detailed Case Prints.
- 4.10 CDD Advisers must immediately refer Cases back to the DSCC in the following circumstances:
- 4.10.1 Immigration – if the Client was arrested in relation to a non-criminal immigration offence the Case must be returned immediately to the DSCC who will re-deploy the matter to an appropriate immigration telephone advice provider.
 - 4.10.2 Multiple Offences - where a CDD Adviser discovers that a Criminal Defence Direct Only Case is coupled with another offence which is not a Criminal Defence Direct Only Case (e.g. Drink Drive and Drive Disqualified or Warrant and Theft) no initial advice may be given (except advice prior to the Client providing a sample of breath using an Evidential Breath Machine if applicable); and
 - 4.10.3 Attendance Desirable - if, in the professional opinion of the CDD Adviser, attendance at the Police Station is desirable on the basis that:
 - 4.10.3.1 the Client is eligible for assistance from an appropriate adult under the PACE Codes;
 - 4.10.3.2 the Client is unable to communicate over the telephone; or
 - 4.10.3.3 the Client complains of serious maltreatment by the police.

- 4.11 Interview Cases - if the CDD Adviser discovers that the Police intend to interview the Client in respect of a Criminal Defence Direct Only Case (e.g. a drink driving case where the Client disputes that he was driving or in charge of the relevant vehicle), the CDD Adviser must give initial telephone advice and monitor the Case until the Police say that they are ready for interview when it must be returned to the DSCC.
- 4.12 Overnight Cases – you must ensure that Solicitors are not unnecessarily contacted during unsociable hours where no interview is scheduled until the morning. Where you are allocated a Case during unsociable hours and the CDD Adviser has given telephone advice to the Client before 7am and the Police have scheduled a time for interview after 7am the Case must be referred back to the DSCC at 7am so that the Duty Solicitor on call at the time the Case was allocated receives the referral. If the CDD Adviser has been unable to speak to the Client before 7am because, for example, the Client was asleep or too drunk and/or no time has been scheduled for interview, the CDD Adviser must monitor the Case and return it to the DSCC only when the Police have set a time for interview.
- 4.13 Own Solicitor Cases – all requests for publicly funded Criminal Defence Direct Only Cases are referred to CDD regardless of whether the Client has requested their 'Own Solicitor'. If upon consultation with the Client it is transpires that they do not wish to receive advice from CDD then you must make them aware that they may have to pay privately for the advice from their Own Solicitor. If they still wish to consult their Own Solicitor you must refer the matter back to DSCC.
- 4.14 Where a Case is referred back to the DSCC you must select and use the appropriate ECMS outcome codes to record this action.
- 4.15 When a Case is referred back to DSCC the CDD Adviser must record brief details of facts disclosed and advice given which will be read out to the Duty Solicitor or the Own Solicitor when the Case is deployed. If, in unusual circumstances, the CDD Adviser considers that the Duty Solicitor or the Own Solicitor may require an oral briefing, they must indicate this to the DSCC. When the Case is accepted by a Duty Solicitor or Own Solicitor the DSCC will inform the Duty Solicitor or Own Solicitor that the CDD Adviser believes an oral briefing is required. The CDD Adviser must then call the Duty Solicitor or Own Solicitor as soon as possible.
- 4.16 If a Client is to attend court on a Criminal Defence Direct Only Case following telephone advice, then the Client may have the option of using the services of the court Duty Solicitor. If the Client wishes their Own Solicitor to be informed of the court hearing you must notify the Client's Own Solicitor by telephone.
- 4.17 Where paragraph 4.10 to 4.13 applies you must not deploy any Cases for attendance internally within your organisation.

4.18 If a Client requires advice as to which crime service provider to use, the Client will usually be advised to contact the court Duty Solicitor or alternatively be given details of Find A Legal Adviser website: <http://find-legal-advice.justice.gov.uk/>

DRAFT