

ANNEX 1 SPECIFICATION – IMMIGRATION TELEPHONE ADVICE CONTRACT 2021

1. 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 Police Station Telephone Advice Only Cases and, specifically, the delivery of the ITA Services only.

Definitions and Interpretation

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

"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;

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

"Dual Operation" means:

- (a) the period of time during the Implementation Period where you and the Incumbent Provider deliver the ITA Service jointly to allow gradual transfer of the existing ITA service from the Incumbent Provider 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 ITA Service jointly to

allow gradual transfer of the existing ITA service from you to the Replacement Provider(s);

"*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';

"*Incumbent Provider*" means a provider providing 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 ITA Services under this Contract;

"*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;

"*Immigration Offence*" means a breach of legislation relating to immigration in force from time to time and such breaches shall include but not be limited to illegal entry, overstaying leave to enter or remain, or breaching a condition of leave or failure to observe a condition of bail; absconding; facilitating the commission of a breach of immigration law; possession of a false instrument etc. This may also involve advice relating to an asylum application, trafficking or illegal working;

"*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;

"*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 ITA 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 16 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 16.14 to 16.22 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 PROCESS BY WHICH MATTERS ARE REFERRED BY THE POLICE TO THE DSCC

- 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. The mode of delivery of that legal advice will depend on the nature of the matter in respect of which the Client has been detained and the circumstances of the Client.
- 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:
 - 2.3.1.3.1 Client's custody number;
 - 2.3.1.3.2 name of location and contact details e.g. custody suite;
 - 2.3.1.3.3 Client's time and date of arrival;
 - 2.3.1.4 the alleged offence(s) or whether it is a military case or an immigration matter;

- 2.3.1.5 whether an interview or identification procedure is likely to be scheduled and if so the date and likely time;
- 2.3.1.6 whether the Client has requested advice in Welsh or has other language needs that would require an interpreter or translator;
- 2.3.1.7 any other comments - for example whether the Client is incapacitated;
- 2.3.2 input that information onto a form within the ECMS;
- 2.3.3 save the details referred to at paragraphs 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 a non-criminal immigration offence and requires specialist immigration advice, as it falls within the scope of an Immigration Offence, then the Case will be automatically deployed to you via the ECMS once the relevant associated outcome codes have been selected. It will immediately appear on your Work Queue Screen and must be actioned by an Adviser in accordance with the terms of this Contract.
- 2.5 Once a Case has been allocated to the ITA Services 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 ITA 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 the facility 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 accordance with the applicable KPIs;
 - 3.1.3 the ability to make outbound telephone calls and transfer calls to the DSCC;
 - 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 are required to connect to the ECMS via internet protocol virtual private network with multiple label switching (IP VPN MPLS) over a leased line with a back-up ADSL connection into Citrix and must comply with all other requirements of Annex 4 (IT Requirements).
- 4.3 You are required to ensure that all relevant information is recorded for all users of the ITA Services 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.

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 ITA 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.
- 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 ITA Services. 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 ITA 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 16.22 of this Specification.

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. 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 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 You must include appropriate provision in your Business Continuity Plan setting out how you will continue to receive Cases from the DSCC in the event of a systems failure which results in you being unable to access the ECMS. This should include, but is not limited to:
 - 11.5.1 how DSCC will deploy cases outside of the ECMS;
 - 11.5.2 how you will contact the DSCC to initiate this process;
 - 11.5.3 how you will continue and maintain the effective provision of Services in accordance with the requirements of this Contract; and
 - 11.5.4 how you will update the ECMS once the systems failure has been remedied.
- 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 Immigration Telephone Advice Service; 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 Immigration Telephone Advice Service."

12.3 For the avoidance of doubt, although Contract Work must be delivered under the ITA Services brand, this in no way means that the advice provided is given by the ITA Services 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 ITA Services 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;
- non-urgent queries must receive a full and accurate response within 5 Business Days of receipt; and

13.1.5 you must accurately record all outcomes on the ECMS.

14. DESCRIPTION OF THE ITA SERVICES

14.1 The ITA Services provide 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.

14.2 Where the DSCC determine that a Client requires non-criminal immigration advice at the Police Station they will deploy the Case to you using ECMS. Cases which are transferred to you will immediately appear in your Work Queue Screen and must be undertaken in accordance with the terms of this Contract.

14.3 Your role is to provide non-criminal immigration legal advice (over the telephone) to Clients referred to you via the DSCC who are suspected of an Immigration Offence. This advice should include (but is not limited to):

14.3.1 making enquiries with the Home Office and/or the relevant Police Station with regards to the detention of the Client;

14.3.2 establishing any further information you will require in order to properly advise the Client;

14.3.3 advising the Client accordingly as to what the proposed course of action is for the Client; and

14.3.4 where appropriate, making a telephone application for bail.

14.4 You are reminded that where a Client's immediate removal from the UK is being sought by the Home Office you should always seek the agreement of the Home

Office to suspend such removal where possible and thereby reduce the need to seek injunctive relief.

15. SERVICE HOURS

- 15.1 You must ensure that suitable and 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 15.2 below) and in order to ensure that the applicable Service Standards and KPIs are achieved.
- 15.2 At all times throughout the Contract Period, and as required in accordance with the terms of this Contract, you must be available to provide the ITA Services during the hours of 8am to 9pm every day of the year including weekends and Bank and Public Holidays.

16. SERVICE STANDARDS

Supervisors

General

- 16.1 You must at all times throughout the Contract Period have at least one Supervisor who is an employee, member, partner or director of your organisation and who meets the requirements of this Contract to be a Supervisor.
- 16.2 Subject to paragraphs 16.23 to 16.27 (Temporary Supervisor absence) below all Supervisors used in the delivery of Contract Work must be an employee, member, partner or director of your organisation and meet the requirements of this Contract to be a Supervisor.
- 16.3 A Supervisor must be available to supervise your Advisers between the hours of 8am and 9pm every day of the year including weekends and Bank and Public Holidays.
- 16.4 A Supervisor must be present in your Office to provide supervision for at least 35 hours a week. The presence of a Supervisor in your Office must be reasonably evenly apportioned over all of the time when you are required to undertake Contract Work (including times falling outside of 9am to 5pm Monday to Friday).
- 16.5 A Supervisor must be available to provide supervision by telephone during any period when a Supervisor is not present in your Office between the hours of 8am and 9pm.
- 16.6 You must maintain a ratio of at least one Supervisor to every four ITA Advisers at all times during which you are required to deliver the ITA Services.

- 16.7 To qualify as a Supervisor the relevant person must at all times throughout the Contract Period comply with:
- 16.7.1 the Supervision Standards; and
 - 16.7.2 the Supervisor qualification requirements set out in paragraphs 16.14 – 16.15.
- 16.8 You must notify us if any Supervisor leaves your organisation, ceases to meet the Supervision Standards or fails to perform their duties as a Supervisor in a timely manner and with all reasonable skill, care and diligence. Where your 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 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 ITA Services.
- 16.9 A 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 Supervisor. In such circumstances you must ensure that the Supervisor continues to supervise the deputy Supervisor and has a training and development plan to provide the deputy Supervisor with the necessary skills and experience to become a Supervisor in future.
- 16.10 Your Supervisor(s) must meet the Supervision Standards at the time of being appointed as a Supervisor and continue to do so throughout the full duration of the period in which they work as a Supervisor on your behalf.
- 16.11 Your 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. In addition, all Supervisors must maintain access throughout the Contract Period to at least one nationally published specialist journal which contains updates in relation to immigration case law and statutes. Such access may be by electronic or other means.
- 16.12 All Contract Work must be appropriately supervised by a Supervisor and any failure to ensure that this requirement is met shall amount to a Fundamental Breach of this Contract.
- 16.13 Without limiting the Supervision Standards, you must ensure that there are arrangements in place to ensure compliance with appropriate standards of supervision which must meet the minimum requirements of your Relevant Professional Body.

Supervision Standards

- 16.14 All Supervisors must be registered with their Relevant Professional Body for inclusion on their respective list of accredited advisers (i.e. the Solicitors Regulation Authority (SRA) register) or the Office of the Immigration Services Commissioner (OISC) list of accredited advisers).
- 16.15 All Supervisors must meet at least one of the following supervisory skills standards:
- 16.15.1 have at least 1 year's experience as an immigration law Supervisor;
 - 16.15.2 have achieved the Immigration and Asylum Accreditation Scheme (IAAS) Supervising Senior Caseworker level of accreditation;
 - 16.15.3 be accredited as either an IAAS Senior Caseworker or IAAS Advanced Caseworker.
- 16.16 All Advisers performing Contract Work under this Contract must meet the requirements set out at paragraph 16.28 of this Specification and your Supervisor is responsible for ensuring that this is the case.
- 16.17 All Advisers must be appropriately supervised by a Supervisor between the hours of 8am and 9pm .
- 16.18 Outside the hours when a Supervisor is present in your Office, supervision must be available by telephone.
- 16.19 The Supervisor may also act as an Adviser and undertake other work provided this does not impinge on their ability to supervise effectively.
- 16.20 Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively including but not limited to the following:
- 16.20.1 designating sufficient time to conduct an appropriate level of supervision of each Adviser;
 - 16.20.2 ensuring that the level of supervision provided reflects the skills, knowledge and experience of the individual Adviser;
 - 16.20.3 sitting with the Advisers and giving oral advice and direction on matters of law, Police Station and court/UK Border Agency procedures, and working practices and procedures of the ITA Service;
 - 16.20.4 considering all feedback from Advisers and reporting as appropriate to us;

- 16.20.5 considering improvements to, and informing Advisers by email of changes in working practices and procedures, changes in law affecting Police Station practice, and points of law of general application;
 - 16.20.6 maintaining and updating the resources available to Advisers;
 - 16.20.7 providing training to new Advisers on law and working practices;
 - 16.20.8 considering the outcomes of any peer review/quality testing exercise conducted or authorised by us and implementing any recommended actions and/or improvements as necessary;
 - 16.20.9 considering the outcomes of file reviews and implementing corrective actions;
 - 16.20.10 considering ways to improve the efficiency of the ITA Services;
 - 16.20.11 reviewing performance against Key Performance Indicators and identifying any necessary remedial actions to be taken;
 - 16.20.12 attending liaison meetings with us as reasonably required;
 - 16.20.13 dealing with all escalated enquiries from Solicitors on issues arising from Cases;
 - 16.20.14 obtaining and providing Case histories to Solicitors on request, subject to receipt of Client's authority to disclose, and answering queries arising;
 - 16.20.15 corresponding with Solicitors on all requests for Advisers to attend court as witnesses and making arrangements as necessary;
 - 16.20.16 dealing promptly with all oral and written complaints received.
- 16.21 Each Supervisor must conduct file reviews for each Adviser they supervise. The number of file reviews must reflect the skills, knowledge and experience of the individual Adviser. The Supervisor must record the outcome of file reviews, together with the details of corrective action taken (if any).
- 16.22 Each Supervisor must conduct regular call monitoring for each Adviser. The number of calls monitored must reflect the skills, knowledge and experience of the Adviser. The Supervisor must record the outcome of call monitoring, together with the details of any corrective action taken.

Temporary Supervisor absence

16.23 Subject to paragraph 16.24, you must ensure that the requirements of paragraph 16.17 are still met during any periods when your Supervisor is absent (whether through sickness, holiday or otherwise).

16.24 We may grant you relief from the requirements of paragraph 16.16 for a period of up to four weeks where we are satisfied that the reason for the absence of your 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:

16.24.1 nominate an Adviser (who may not otherwise meet all of the requirements to be a Supervisor in accordance with this Contract);
or

16.24.2 nominate an external Agent to act as a Supervisor on a temporary basis.

16.25 If you are unable to comply with paragraph 16.17 you must immediately notify the Contract Manager and, without limiting any other rights we may have in relation to such failure, we may by notice in writing:

16.25.1 extend the use of an employed Adviser as supervisor for a limited period;

16.25.2 formalise the external supervision arrangement for a limited period;

16.25.3 specify that you must put in place another employed Supervisor by such period as the notice specifies;

16.25.4 suspend your right to receive new Cases until such time as you notify us that you are once again able to comply with paragraph 16.17;
and/or

16.25.5 require you to transfer existing Cases to another Provider.

16.26 If this suspension is lifted we will not be obliged to refer or procure the referral of additional Immigration Offence Cases to you to make up any shortfall arising as a result of such period of suspension.

16.27 You are not entitled to receive payment for any Cases conducted after one week of Supervisor absence whether you have informed your Contract Manager or not.

Advisers

16.28 Contract Work must only be undertaken by persons who are:

- 16.28.1 Advisers registered with their Relevant Professional Body for inclusion on their respective list of accredited Advisers (i.e. the Solicitor's Regulatory Authority (SRA) register or the Office of the Immigration Services Commissioner (OISC) list of accredited advisers); and
- 16.28.2 Accredited by the Law Society's Immigration and Asylum Accreditation Scheme (IAAS) as an IAAS Senior Caseworker under that scheme.
- 16.29 Advisers are permitted to carry out work which isn't Contract Work within the scope of this Contract solely to the extent that such work does not prevent them from making calls and otherwise providing Contract Work or in any way affect the delivery of the ITA Services.
- 16.30 Advisers must undertake Contract Work from your Office. For the avoidance of doubt, Advisers are not permitted to undertake Contract Work from home.
- 16.31 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 Supervisors and Advisers.

17. CASE MANAGEMENT

- 17.1 Following transfer of a Case to you it will appear on your Work Queue Screen.
- 17.2 You may only process Cases in the ECMS, not in any other system used by you. You can only see and process Cases that have been allocated to you.
- 17.3 You must undertake all Cases allocated to you in accordance with this Contract including the KPIs.
- 17.4 A Case can only be selected by one Adviser at a time and once a Case has been selected that particular Adviser's name will appear next to the relevant record to show that they are dealing with it.
- 17.5 Upon selecting a Case, the Adviser will be presented with all of the information captured by the DSCC when the Case was created. 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.
- 17.6 You must ensure that the scripts we from time to time provide you with are followed by Advisers for all initial contact with Clients on Cases.
- 17.7 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.

- 17.8 Advisers will be able do the following using these events and outcome codes:
- 17.8.1 record outgoing calls to the Police Station detailing information;
 - 17.8.2 record outgoing calls to the Police Station detailing advice given to the Client;
 - 17.8.3 create a diary event to trigger action on a Case at a future time;
 - 17.8.4 refer Case back to DSCC for solicitor deployment giving reasons for the referral;
 - 17.8.5 close Case following successful completion of legal advice;
 - 17.8.6 cancel Case following a request to do so from the Police or the Client.
- 17.9 All notes and events saved on a Case are stored within the Case's event history along with the time and date they were created; the name of the Adviser responsible for creating the events will also be displayed. 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.
- 17.10 You cannot provide any advice in relation to any criminal offence (even if the Adviser has the requisite skills and you hold a 2017 Standard Crime Contract). Where the Client requires advice on a criminal matter they should be referred back to the DSCC via the ECMS.
- 17.11 Where a Case is referred back to the DSCC you must select and use the appropriate ECMS outcome codes to record this action.
- 17.12 Where you determine that the immigration advice work you can provide under this contract is insufficient and the Client is released from detention you must refer the Client to a face to face provider. You must not deploy any Cases for attendance internally within your organisation.

18. RESOURCING PLAN

- 18.1 You must ensure that the number of Advisors and Supervisors that are working for you on the ITA 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.

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