

Annex A Temporary COVID-19 Standards

<p>All provisions of the Crime and Civil Contracts (“the Contracts”) remain in full force and effect. These Temporary COVID-19 Standards (“the Temporary Covid Standards”) set out temporary arrangements that the LAA considers acceptable alternative compliance with the Contracts. These are in place for a temporary period only and subject always to the express written agreement of the Provider’s LAA Contract Manager in each case.</p>		
Number	Relevant Contractual Provision	Temporary Arrangements subject to express written agreement with LAA Contract Manager.
<p>OFFICE REQUIREMENTS (This section is in relation to Office requirements under the 2017 Standard Crime Contract Specification and 2018 Standard Civil Contract Specification. Office requirements under the 2018 Family Mediation Specification are set out in a separate section below.)</p>		
1	<p><u>2017 Standard Crime Contract Specification</u> Individual Office Requirements Paragraphs 2.44 (a) – (g) Open & accessible during normal business hours; be able to arrange client appointments; facilities to interview Clients; sufficient infrastructure to deliver; meet relevant Health & Safety standards. AND Shared and Serviced Offices Paragraph 2.46 access during Business Hours to provide face to face advice AND 6.4 Duty Solicitor Provisions The geographical location of your office determines which schemes you are eligible to be a member of.</p> <p><u>2018 Standard Civil Contract Specification</u> Presence in Procurement Area Paragraph 2.32 Unless otherwise specified or in certain categories as set out in the contract- you must maintain a</p>	<p>(a) <u>Office/Permanent Presence or Part-time Presence as relevant</u></p> <p>Providers must retain their Offices in accordance with Paragraph 2.44 of the Crime Contract Specification or 2.32-2.37 of the Civil Contract Specification. In the event that due to covid-19 a Provider is not able to comply with the above requirements, Paragraph 30.6-30.9 of the Crime Contract Standard Terms and Civil Contract Standard Terms applies and the Provider must notify their contract manager in writing and take all action within their power to obtain a new office that satisfies the requirements of the relevant contract. The Provider must agree a plan with the LAA for returning to full compliance with the Contract in the shortest time possible. Where a Provider has not maintained an office in their Procurement Area, they will no longer be able to claim eligibility for the Duty Solicitor Scheme for that area in accordance with Paragraphs 2.53 and 2.54 of the Crime Contract Specification.</p> <p>(b) <u>Face-to-face services/accessibility</u></p> <p>Where it is not possible to deliver face-to-face services to clients from the Provider’s Office, Providers must ensure provision for the delivery of services by either telephone or video conference (or some combination of the two) or through a face-to-face meeting at an alternative location. At all times client confidentiality must be maintained.</p>

	<p>permanent presence in each relevant Procurement Area (PA).</p> <p>AND</p> <p>Offices</p> <p>Paragraph 2.33</p> <p>Suitable for needs of clients and personnel/ H and S compliant; waiting and interview facilities; secure storage; appropriate infrastructure to deliver work; good access. Hotels, vehicles and temporary/ movable locations precluded.</p> <p>Permanent Presence/ Part-Time Presence</p> <p>Paragraph 2.34, 2.35, 2.36</p> <p>Continuously occupied in Procurement Area and majority of authorised services in the category of law accessed there (Permanent Presence only); open/ accessible (as applicable); ability to book appointments/ provide face to face legal advice on all days office is open; where premises shared, must be clear to client whom they are dealing with; client must be able to telephone and speak to a person to access emergency advice/ make an appointment; must have information on out of hours/ emergency advice (as applicable)</p>	<p>Where clients are unable to access Provider’s Offices on a “walk-in” basis, Providers must have in place a facility for booking appointments during normal office hours. Such appointments should take place in the Office, by telephone or video conference, or in an alternative location where client confidentiality can be maintained.</p> <p>It is not acceptable for a Provider to interact with a client solely by email or text message.</p> <p>In all cases where compliance with the Contract is not possible and Providers wish to rely on the Temporary Covid Standards, a plan to return to full compliance within a reasonable time must be agreed with the LAA Contract Manager.</p>
<p>SUPERVISION REQUIREMENTS (This section is in relation to supervision requirements under the 2017 Standard Crime Contract Specification and 2018 Standard Civil Contract Specification. Supervision requirements under the 2018 Family Mediation Specification are set out in a separate section below.)</p>		
<p>2</p>	<p><u>2017 Standard Crime Contract Specification</u></p> <p>Supervisor requirements</p> <p>Paragraphs 2.1 – 2.14</p> <p>Must meet the Supervisor requirements set out in paragraphs 2.3-2.31 of the contract specification;</p>	<p>(a) <u>Supervisors working away from Offices</u></p> <p>Where, as a direct result of covid-19, supervisors are unable to designate at least one day per calendar month to be in attendance at each Office at which they supervise staff (which must coincide with attendance by staff supervised) and conduct monthly face-to-face supervision the following alternative measures will be acceptable:</p>

<p>employ at least one Full Time Equivalent Supervisor; supervise no more than two Offices; notify the LAA if a Supervisor leaves or fails to perform their duties or meet the Supervisory standards; supervise any deputy supervisors; meet the Supervisor standard in any 12 month period.</p> <p>As amended from the 1 November 2021:</p> <p>2.7 Supervisors must at all times during their working hours (except as required for the proper performance of their role such as attending court and/or clients) be accessible to those they supervise.</p> <p>Paragraph 2.8</p> <p>A supervisor may act as a supervisor at a maximum of two offices.</p> <p><u>2018 Standard Civil Contract Specification</u> Supervisor requirements Paragraph 2.1 Must meet the Service Standards set out in section 2 of the contract specification.</p> <p>Supervisor requirements Paragraph 2.10 (as amended from 1 November 2021) Must have a Full Time Equivalent or Part Time Equivalent Supervisor (where permitted) who is an employee/ partner/ member of the Provider.</p> <p>As amended from 1 November 2021:</p>	<ul style="list-style-type: none"> - Virtual/remote working provided that the Supervisor has access to the Provider’s systems. - Virtual supervision by way of telephone or videoconference (or some combination of the two) provided that Paragraphs 2.15-2.19 of the Standard Crime Contract Specification and Paragraph 2.19 of the Standard Civil Contract Specification can otherwise be complied with (frequency of supervision, time to conduct supervision, conduct file reviews) . <p>Supervision which takes place solely by email or text message will not be acceptable. Supervisor ratios should be maintained unless Covid-19 Standard 5 applies.</p> <p>(b) <u>Supervisor Absence</u></p> <p>Where a supervisor is absent as a direct result of covid-19 the provisions of the contract dealing with temporary supervisor absence apply. These are Paragraphs 2.27-2.28 of the Crime Contract Specification and 2.24 to 2.25 of the Civil Contract Specification.</p> <p>(c) <u>Reduced Hours</u></p> <p>Where, as a direct result of covid-19, supervisors are working reduced hours meaning that Providers do not meet the requirement to have in place a FTE (or PTE where permitted under the Contract) supervisor, this will be acceptable provided that the supervisor(s) are able to comply with Paragraphs 2.15-2.19 of the Standard Crime Contract Specification and/or Paragraphs 2.19 and 2.21-2.23 of the Standard Civil Contract Specification.</p> <p>In all cases where compliance with the Contract is not possible and Providers wish to rely on the Temporary Covid Standards, a plan to return to full compliance within a reasonable time must be agreed with the LAA Contract Manager.</p>
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	<p>2.10 (b) such person (or each such person) must be either a sole principal, one of your employees or a director of or partner in or member of your organisation (where you are a company, partnership (other than an LLP) or LLP respectively). Supervisors must at all times during their working hours (except as required for the proper performance of their role such as attending court and/or clients) be accessible to those they supervise.</p>	
<p>3</p>	<p><u>2017 Standard Crime Contract Specification</u></p> <p>Paragraphs 2.15 – 2.19</p> <p>Supervisor Standards</p> <p>Supervisory skills & experience; designated time to conduct supervision; conduct file reviews; conduct face-to-face supervision at least monthly.</p> <p>As amended from 1 November 2021:</p> <p>2.17 (b) designating at least one day per calendar month to be in attendance at each office at which they supervise staff (which must coincide with attendance by staff supervised);</p> <p>2.19 Where a Designated Fee Earner or Caseworker undertakes contract work in a location other than where their supervisor is based, the supervisor must conduct, as a minimum, face-to-face supervision at least once per calendar month with the parties present in the same physical location.</p>	<p><u>Supervisor standards/Service Standards: frequency and nature of supervision.</u></p> <p>See Covid-19 Standard 2 “Supervisors Working Away from Offices”. Virtual working/supervision will be acceptable provided it takes place by telephone or video conference (or some combination of the two).</p> <p>In all cases where compliance with the Contract is not possible and Providers wish to rely on the Temporary Covid Standards, a plan to return to full compliance within a reasonable time must be agreed with the LAA Contract Manager.</p>

2018 Standard Civil Contract Specification

Paragraph 2.19

Must meet the Generic Supervisor Requirement

Paragraph 2.21 to 2.23

Supervision of fee earners: designating time to supervise; supervision tailored to the skills/ experience of those supervised; file reviews; face-to-face supervision

As amended from 1 November 2021:

2.21 Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively including but not limited to: (a) designating time to conduct supervision of each Caseworker; (b) designating at least one day per calendar month to be in attendance at each Office at which they supervise staff (which must coincide with attendance by staff supervised); and (c) ensuring that the level of supervision provided reflects the skills, knowledge and experience of the Caseworker.

As amended from 1 November 2021:

2.23 Where a Caseworker undertakes Contract Work in a location other than where their Supervisor is based, the Supervisor must conduct, as a minimum, face-to-

	face supervision at least once per calendar month with the parties present in the same physical location.	
4	<p><u>2017 Standard Crime Contract Specification</u></p> <p>Paragraphs 2.20, 2.22 and 2.26 (b)</p> <p>Supervisor Qualification</p> <p><u>2018 Standard Civil Contract Specification</u></p> <p>Paragraphs 2.11 (a) and 2.14- 2.17</p> <p>Case Involvement Standard</p> <p><u>2017 Standard Crime Contract Specification</u> Supervisor Qualification Paragraph 2.21 (a) and (b); 2.26 (a), 2.21 (d) (i) and (ii) and 2.24</p> <p><u>2018 Standard Civil Contract Specification</u> Must meet the Category Specific Supervision Standard/ Legal Competence Standard Paragraph 2.11(c)</p>	<p><u>Supervisor Qualifications/Case Involvement Standard</u> Supervisors are required to comply with the Supervisor Qualification requirements.</p> <p>Where the Legal Competence Standard or Supervisor Qualification mandate: a current non- conditional practising certificate; CLAS Panel; OISC; or other accreditation; or other professional requirements (e.g. Professional Network Membership in the Clinical Negligence Category of Law) in order for a Supervisor to qualify to undertake Contract Work in any Category of Law these requirements remain in full effect.</p> <p>If as a direct result of covid-19 it is not possible to demonstrate that the Supervisor has met the minimum amount of casework specified in the Contracts (see Paragraphs 2.11(a) and 2.14-2.17 of the Standard Civil Contract and/or the Category Specific Rules and Paragraph 2.21 and, where applicable, Paragraphs 2.22-2.26 of the Standard Crime Contract) in the previous 12 months, the LAA will treat compliance in the period March 2019 to March 2020 as meeting this standard.</p> <p>In all cases where compliance with the Contract is not possible and Providers wish to rely on the Temporary Covid Standards, a plan to return to full compliance within a reasonable time must be agreed with the LAA Contract Manager.</p>
5	<p><u>2017 Standard Crime Contract Specification</u></p> <p>Supervisor Ratios Paragraphs 2.29 - 2.31</p>	<p><u>Supervisor Ratios</u> In the event that a Provider is unable to comply with the Supervisor ratios set out in the relevant Contract, the temporary supervisor absence provisions apply (see Covid-19 Standard 2).</p>

	<p>Maximum ratio of FTE supervisor to DFE/ caseworker of 1:6 (if Provider holds Prison Law only); or 1:4 (Criminal Appeals and Reviews, Criminal Investigations/ Proceedings or Prison Law plus another Class of Work)</p> <p><u>2018 Standard Civil Contract Specification</u></p> <p>Paragraph 2.26</p> <p>Maximum supervisor ratios: 4 caseworkers across 2 Offices or across 2 Providers with an Office each; Maximum 1 FTE Supervisor:4 FTE Caseworkers/ 1 PTE Supervisor:2 FTE caseworkers</p>	<p>[If the temporary supervisor absence provisions cannot be complied with, a temporary change in supervisor ratios may be agreed with the LAA provided that the following conditions are satisfied:</p> <ul style="list-style-type: none"> - The change is directly caused by Covid-19; - Any change is temporary in nature; - All other requirements relating to supervision are complied with; - A plan to achieve compliance with supervisor ratios is agreed with the Contract Manager.
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OFFICE REQUIREMENTS FAMILY MEDIATION (This section is in relation to Office requirements under the 2018 Family Mediation Specification only.)

<p>1</p>	<p><u>2018 Standard Civil Contract Family Mediation Specification</u></p> <p>Definition of ‘Office’ Paragraph 1.5</p> <p>A building suitable for needs of Clients and personnel and Health and Safety legislation compliant. It is required to have waiting and interview facilities; secure storage; appropriate infrastructure to deliver work; and good access. Hotels, vehicles and temporary/ movable Locations are precluded.</p> <p>Schedules Paragraph 1.15</p> <p>The Schedule authorises you to perform the Contract Work from the Office and any Outreach locations specified in it.</p> <p>Location of Work</p> <p>Paragraph 2.27 Family Mediation must be provided from the Office named in the Schedule unless it is:</p> <p>(a) provided via an Outreach Service specifically authorised by a Schedule or other contract issued by us: or (b) approved by us in writing in advance; or</p>	<p>(c) <u>Office</u></p> <p>Providers must retain their Offices in accordance with Paragraphs 1.15 and 2.27 of the Standard Civil Contract Family Mediation Specification.</p> <p>In the event that as a direct result of Covid-19, a Provider is not able to comply with the above requirements, the Provider must notify their Contract Manager in writing and take all action within their power to obtain a new Office that satisfies the requirements of the Standard Civil Contract Family Mediation Specification. The Provider must agree a plan with the LAA for returning to full compliance with the Contract in the shortest time possible.</p> <p>(d) <u>Face-to-face services/accessibility</u></p> <p>Where it is not possible to deliver services to Clients from the Provider’s Office or Outreach location, Providers must ensure provision for the delivery of services by either telephone or video conference (or some combination of the two) or through a face-to-face meeting at an alternative location. At all times client confidentiality must be maintained.</p> <p>Such appointments should take place in the Office, by telephone or video conference, or in an alternative location where Client confidentiality can be maintained.</p> <p>It is not acceptable for a Provider to interact with a Client solely by email or text message.</p>
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	(c) provided to a Client on an individual basis where the Client for good reason cannot attend a Schedule Office and it is reasonable in the circumstances for you to accept instructions from that Client.	In all cases where compliance with the Contract is not possible and Providers wish to rely on the Temporary Covid Standards, a plan to return to full compliance within a reasonable time must be agreed with the LAA Contract Manager.
SUPERVISION REQUIREMENTS FAMILY MEDIATION (This section is in relation to supervision requirements under the 2018 Family Mediation Specification only.)		
2	<p>2018 Standard Civil Contract Family Mediation Specification</p> <p>Supervisor requirements Paragraphs 2.6 to 2.11</p> <p>You must meet the Supervisor requirements set out in paragraphs 2.6-2.14 of the 2018 Standard Civil Contract Family Mediation Specification; must have at least 3 Years' experience as a Mediator, been registered as a Supervisor with a member body of the Family Mediation Council, or any other body that we reasonably specify from time to time; conducted at least 45 hours of Mediation sessions (at least 15 of which have been conducted in the year prior to registration as a Supervisor) in each Category of Work and successfully completed a Mediation supervision training course recognised by a member organisation of the Family Mediation Council, or any other body that we reasonably specify in the future.</p> <p>In addition, each Supervisor must as a minimum conduct at least 15 hours of Mediation sessions every year. Supervisors must also comply with the Family Mediation Council's (or any other body that we may</p>	<p>(d) <u>Supervisors working away from Offices</u></p> <p>Where, as a direct result of Covid-19, Supervisors are unable to work from Offices, or are unable to conduct face-to-face supervision, the following alternative measures will be acceptable:</p> <ul style="list-style-type: none"> - Virtual/remote working provided that the Supervisor has access to the Provider's systems. - Virtual supervision by way of telephone or videoconference (or some combination of the two) provided that Paragraphs 2.6 - 2.11 of the 2018 Standard Civil Contract Family Mediation Specification can otherwise be complied with (frequency of supervision, time to conduct supervision, conduct file reviews). <p>Supervision which takes place solely by email or text message will not be acceptable.</p> <p>(e) <u>Supervisor Absence</u></p> <p>Where a supervisor is absent as a direct result of Covid-19, the provisions of the contract dealing with temporary Supervisor absence apply. These are Paragraphs 2.19 - 2.20 of the 2018 Standard Civil Contract Family Mediation Specification.</p> <p>In all cases where compliance with the Contract is not possible and Providers wish to rely on the Temporary Covid Standards, a plan to return to full compliance within a reasonable time must be agreed with the LAA Contract Manager.</p>

	<p>reasonably specify in the future) guidance on supervision.</p> <p>If any Supervisor ceases to meet the standards set out above, or fails to perform their duties as a Supervisor in a timely manner and with all reasonable skill, care and diligence, you will notify us and that person must immediately cease acting as a Supervisor.</p> <p>In relation to every individual who conducts work as a Supervisor for you, you must provide us with their name, the date of their appointment and an explanation of how they meet the requirements of a Supervisor set out in this Specification in any format we reasonably require.</p> <p>A Supervisor must ensure that all persons performing Contract Work pursuant to this Contract have the appropriate level of experience for the type of Contract Work taking place.</p>	
<p>3</p>	<p><u>2018 Standard Civil Contract Family Mediation Specification</u></p> <p><u>Supervision</u> Paragraphs 2.12-2.14</p> <p>Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively including, but not limited to:</p> <ul style="list-style-type: none"> (a) designating time to conduct supervision of each Mediator, tailoring supervision arrangements to each member of staff 	<p><u>Supervisor standards/Service Standards: frequency and nature of supervision.</u></p> <p>See Temporary Covid-19 Standard 2 “Supervisors Working Away from Offices”. Virtual working/supervision will be acceptable provided it takes place by telephone or video conference (or some combination of the two).</p> <p>In all cases where compliance with the Contract is not possible and Providers wish to rely on the Temporary Covid Standards, a plan to return to full compliance within a reasonable time must be agreed with the LAA Contract Manager.</p>

	<p>according to their knowledge, skills and experience, and in any event must include not less than one hour of one-to-one supervision per quarter;</p> <p>(b) ensuring that the level of supervision provided reflects the skills, knowledge and experience of each Mediator, and that they maintain control over the quality of work; and</p> <p>(c) where your supervision arrangements include the supervision of more than one Mediator at a time, you must also ensure that at least two of the supervision sessions per year for each individual Mediator are on a one to one basis. Any issues of performance or bad practice must be dealt with by way of one-to-one supervision.</p> <p>Each Mediator’s files must be reviewed by the Supervisor for quality purposes and any issues addressed, remedial action undertaken and checked by a Supervisor. The number of files reviewed must reflect the skills, knowledge and experience of the individual. The outcome of file reviews together with details of any corrective action to be taken, if any, must be recorded by the Supervisor.</p> <p>As amended from 1 November 2021:</p> <p>Where a Mediator undertakes Contract Work in a location other than where their Supervisor is based, the Supervisor must conduct, as a minimum, face- to- face supervision at least once every three months with the parties present in the same location</p>	
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<p>4</p>	<p><u>2018 Standard Civil Contract Family Mediation Specification</u></p> <p>Supervision Paragraphs 2.6 to 2.9</p> <p>You must meet the Supervisor requirements set out in paragraphs 2.6-2.14 of the 2018 Standard Civil Contract Family Mediation Specification; must have at least 3 Years’ experience as a Mediator, been registered as a Supervisor with a member body of the Family Mediation Council, or any other body that we reasonably specify from time to time; conducted at least 45 hours of Mediation sessions (at least 15 of which have been conducted in the year prior to registration as a Supervisor) in each Category of Work and successfully completed a Mediation supervision training course recognised by a member organisation of the Family Mediation Council, or any other body that we reasonably specify in the future.</p> <p>In addition, each Supervisor must as a minimum conduct at least 15 hours of Mediation sessions every year. Supervisors must also comply with the Family Mediation Council’s (or any other body that we may reasonably specify in the future) guidance on supervision.</p> <p>If any Supervisor ceases to meet the standards set out above, or fails to perform their duties as a Supervisor in a timely manner and with all reasonable skill, care</p>	<p><u>Supervisor Qualifications/Mediator Case Involvement Standard</u></p> <p>Supervisors are required to comply with the Supervisor requirements and Mediators are expected to meet the level of experience required to carry out Contract Work.</p> <p>Where a level of experience or specific requirements for a Supervisor/Mediator to qualify to undertake Contract Work in Family Mediation are required under the provisions of the 2018 Standard Civil Contract Family Mediation Specification, these requirements remain in full effect.</p> <p>If as a direct result of Covid-19, it is not possible to demonstrate that the Supervisor/Mediator has met the minimum amount of casework specified in the Contract (see Paragraphs 2.6 - 2.9 and 2.22 - 2.25 of the 2018 Standard Civil Contract Family Mediation Specification), the LAA will treat compliance in the period March 2019 to March 2020 as meeting this standard.</p> <p>In all cases where compliance with the Contract is not possible and Providers wish to rely on the Temporary Covid Standards, a plan to return to full compliance within a reasonable time must be agreed with the LAA Contract Manager.</p>
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and diligence, you will notify us and that person must immediately cease acting as a Supervisor.

**Level of experience for Contract Work
Paragraphs 2.22 to 2.25**

A Mediator must conduct MIAMs and Mediations and must follow the Family Mediation Council Code of Practice and any other standards of practice that we may specify; if the Mediation involves direct contact or consultation with a child/ren, the Mediator must have attended and passed a registered training course recognised by the Family Mediation Council (or any other body we may specify) on direct contact with Children; and have received standard clearance from Disclosure and Barring Service. If you conduct Mediations involving children, you must provide appropriate facilities for direct consultation and where International Child-Abduction Mediation takes place, the Mediator must be an individual on the International Child Abduction and Contact Units official list of recognised Mediators.