



Legal Aid
Agency

Legal Aid Agency

Welcome Pack to the Standard Crime Contract 2022

October 2022

Working with others to achieve excellence in the delivery of legal aid

Disclaimer

This document is intended to be guidance only and is not intended to be a replacement for the Standard Crime Contract 2022. It should be read alongside the Contract.

In the event of any inconsistency between the contents of the guidance contained in this welcome pack and the Contract, the terms of the Contract shall prevail.

Capitalised terms used in this document but not defined within it shall have the meaning given to them in the Contract.

Crime Contract 2022

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Objectives



To highlight key contractual terms and obligations under the 2022 Standard Crime Contract (where the terms and obligations differ from the 2017 Standard Crime Contract)



To explain the contract management approach to assessing compliance with the 2022 Standard Crime Contract

Contract Information

The key Contract Information and Documents can be found below:



[Standard Terms Crime Contract 2022](#)



[Specification Crime Contract 2022](#)

Overview of the Standard Crime Contract 2022

Standard Crime Contract 2022 - Timeframe

The 2022 Standard Crime Contract (the 2022 Contract) will run for an initial one-year period beginning 1 October 2022, capable of extension in further increments of up to one year each, with a maximum term of 3 years.

As with existing contracts, the 2022 Contract will contain a 6-month termination provision which can be exercised by the LAA.

This flexible approach is to best align the subsequent Contract with the outcome of the Government's substantive response to the Criminal Legal Aid Independent Review in autumn 2022.

The 2022 Contract will run to the point at which a subsequent Contract based on the Government's substantive response has been developed and awarded.

[Response to Independent Review of Criminal Legal Aid - GOV.UK](https://www.gov.uk)
www.gov.uk

Duty Solicitor Requirements

Section 6 (Duty Solicitor Provisions) of the 2022 Standard Crime Contract Specification

Effective from **1 October 2022**, changes have been made to Section 6 (Duty Solicitor Provisions)

Qualifying Criteria has changed from undertaking a minimum of 14 hours Criminal Defence Work per week to a minimum of 50 hours Criminal Defence Work per calendar month.

More information can be found at

<https://www.gov.uk/government/publications/standard-crime-contract-2022>

Duty Solicitor Guidance 2022

Provides clarification on the operation of the Duty Solicitor provisions at Section 6 of the Specification.

Further information on duty solicitor requirements can also be found at slides 48 to 59 of this pack

Defence Solicitor Call Centre – Key Information

- The "**Defence Solicitor Call Centre**" (**DSCC**) is provided on behalf of the LAA by independent contractors to deal with requests for Advice and Assistance at the Police Station;
- You must be contactable (through a reasonable medium) at any time by the DSCC for the purpose of notification of Own Client matters or receipt of instructions. Please see paragraph **2.51 Specification**
- You must record and keep on file details of the reference number which the DSCC provide to you as evidence that your instructions to provide Police Station Advice and Assistance were received from the DSCC
- You must ensure that the contact details of your staff are kept up to date via the DSCC website
- You can also perform duty and panel rota swaps via the DSCC website

Defence Solicitor Call Centre – Key Information



Contact details and further information:

<https://www.dutysolicitors.org/>

complaints@dutysolicitors.org
– to flag issues when there are problems

enquiries@dutysolicitors.org –
general enquiries

0345 543 8910 – to call DSCC

Standard Supervisor Requirements

As a minimum we require organisations to Employ a Full-Time Equivalent supervisor who meets the Supervisor standard in each Class of Work in which they are authorised to undertake Contract Work (as set out in the Contract Schedule).

A crime Supervisor must demonstrate 350 hours of casework for each year over the last 3 years and provide several case examples to demonstrate work undertaken at the Police Station, Magistrates' Court and Crown Court.

Further information is available at slides 37-40 and paragraph **2.1-2.31 Specification**



Supervisor Requirements for Appeals & Reviews/Prison Law

Supervisors that are Employed on a Full Time Equivalent basis must demonstrate case involvement of at least 350 hours of Appeals and Reviews-related casework and supervision over the last 12 months

Supervisors that are Employed on a Full Time Equivalent basis must demonstrate case involvement of at least 350 hours of direct Prison Law casework supervision (or direct Prison Law casework) in the last 12 months

All Supervisors must have, in the previous 12 months, undertaken a minimum of four Representations for four Clients before the Parole Board or the Independent Adjudicator/Prison Governor

See paragraphs **2.22-2.26 Specification**



Supervisor Requirements

- Proposed Crime Supervisors will still be required to hold CLAS. There will be a requirement to maintain a Supervisor to caseworker ratio of 1:4.
- Supervisors in Prison Law and Appeals and Reviews only are not required to hold CLAS.
- Prison Law only; a ratio of 1:6 will apply and we will permit Supervisors to act for no more than two organisations, with a pro rata reduction in the number of staff to be supervised where such an arrangement applies.
- For more information see paragraphs **2.29-2.31 Specification**

Remote Supervision

- From 1 November 2021, Supervisors must be accessible to those they supervise during working hours.
- This replaces the old requirement for supervisors to be physically in the office
- Supervisors must designate at least one day per month to be in each office where they supervise staff. This day must coincide with attendance by the staff being supervised.
- Where a Supervisor and Caseworker(s) are not based in the same location, the Supervisor must conduct, as a minimum, face-to-face supervision at least once per calendar month. Both parties must be present in the same physical location
- For more information visit [Civil/crime news: office supervisor remote working changes - GOV.UK \(www.gov.uk\)](https://www.gov.uk/civil-crime-news-office-supervisor-remote-working-changes)

Please also see paragraphs **2.7, 2.17 and 2.19 Specification**

Office Requirements

Organisations will be required to deliver Crime legal aid services from an office which meets the contract requirements and which is permanently occupied during normal office hours.

Contract holders were eligible to join Duty Solicitor Schemes based on the offices which meet these requirements although there is no requirement to deliver duty solicitor services.

Organisations should note, If they have joined a Duty Scheme, there is a requirement to deliver Duty Solicitor services from that office.

Further information on office requirements at slides 44 to 47



Overview of the Standard Crime Contract 2022

Standard Terms

Crime Contract 2022 – Standard Terms

The Standard Terms is the contract document which governs the commercial relationship between the Legal Aid Agency (LAA) and legal aid Providers.



The Standard Terms for the Standard Crime Contract 2022 can be found at the link provided in [slide 4](#)

Definition of Contract Work

Contract Work means the work that you may perform for Clients in the Category or Categories of Law and/or Class(es) of Work specified in your Schedule(s) and the Specification under, or by virtue of, this Contract.

For example:

- Criminal Investigations
- Criminal Proceedings
- Prison Law
- Appeals & Reviews

You must maintain a file for each Matter and/or case. Files, including electronic files, must be maintained in an orderly manner, showing all correspondence, attendance notes and disbursements on the relevant Matter or Case, what Contract Work was performed, when it was performed and by whom, how it was performed and how long it took.

Performing Contract Work

Each Provider awarded a 2022 Standard Crime Contract is responsible for fulfilling all its contractual obligations, including supervision

A Provider must not give, sell, or transfer the benefit of any Contract right, or sub-contract or delegate any Contract obligation without prior LAA consent

Clause 3.1

The Provider must ensure that the work of any sub-contractor or Agents is properly supervised, as if they were an of the Provider employee

Clause 3.3(a)

Managing the Contracts

- LAA Contract Managers will monitor the delivery of Contract Work and will require Providers to give evidence of compliance during reviews or upon request (as per Clause 9.6 Standard Terms).

Performing Contract Work

Each Provider awarded a 2022 Standard Crime Contract is responsible for fulfilling the contractual obligations, including supervision

Providers must pay Agents, Counsel and Third Parties within 30 days of a valid invoice from them provided that their work complies with this Contract and the use of such persons does not increase the costs payable by the LAA.

Clause 3.3(b)

Agents, Approved Third Parties, Counsel and in-house advocates engaged in Contract Work must hold any accreditation requirements, including any which come into force during the Contract Period

Clause 3.5

Managing the Contracts

- LAA Contract Managers will monitor the delivery of Contract Work and will require Providers to give evidence of compliance during reviews or upon request (as per Clause 9.6 Standard Terms).

Use of advocates

Providers must consult the Client about the use and the selection of Counsel or in-house advocate for Crown Court advocacy services

A Provider must advise the Client of the name, status, experience and suitability of the selected Counsel or in-house advocate

Clause 7.3

The Client must be informed where a Provider has reasonably determined that no alternative Counsel or in-house advocate is available

Clause 7.3

Where Counsel or in-house advocate becomes unavailable, a Provider must take reasonable steps to instruct a replacement of equivalent standing

Clause 7.4

Managing the Contracts

- Providers must advise the client of the name, status and suitability of the advocate save where the circumstances of the case mean that it is not practicable or appropriate to do so.
- Providers will be required to keep records to demonstrate compliance (Clause 7.5)
- Where counsel or in-house advocate becomes unavailable, the amount of time in which the Provider must instruct new counsel or in-house advocate is a relevant factor in terms of the extent to which the Provider can instruct a replacement of equal standing and advise the client as to the suitability of the replacement.

Provider Obligations to the Criminal Justice System

The LAA will contract with Providers who comply with their professional obligations and who use digital technology to effectively interface with other Criminal Justice System partners

Providers must comply with relevant legislation, the Criminal Procedure Rules and relevant Professional Body rules

Clauses 7.14 & 7.15

Providers must have an IT system that enables electronic communication with criminal justice agencies over the Government Secure Intranet

Clauses 7.19 & 7.20

Providers must have an Online Account with the LAA for the electronic transmission of information including the reporting of Criminal Defence Work

Clause 7.21

Providers must use CJS Online when it becomes operational to access evidence, serve documents and make applications to Court

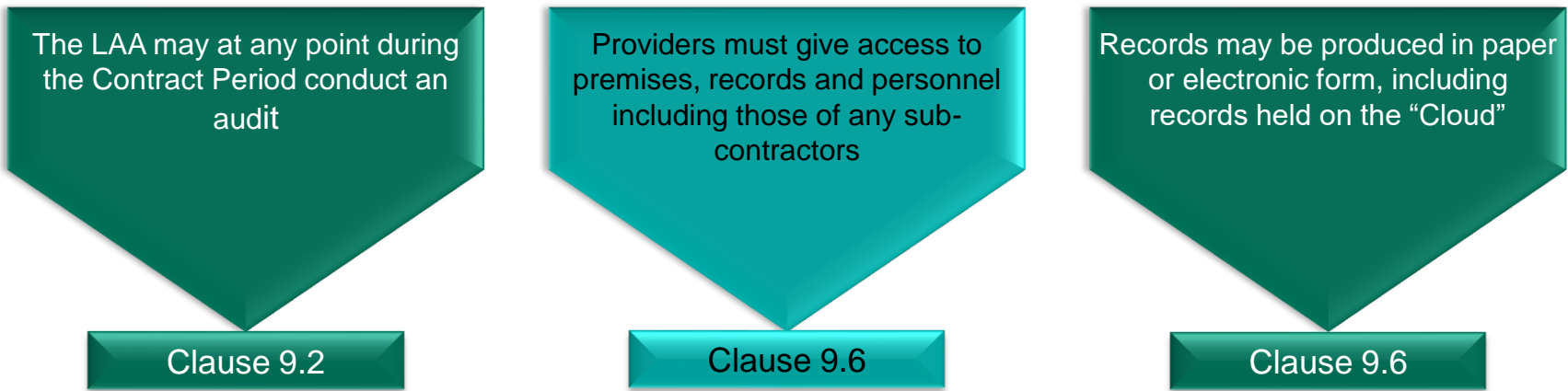
Clause 7.24

Managing the Contracts

- LAA Contract Managers will act where there are concerns about the delivery and reporting of Contract Work.
- Further detail on digital requirements can be found in section 7.19 Standard Crime Contract 2022

Working with the LAA

The LAA may require access to records, premises or personnel in the course of checking a Provider's compliance with its obligations under the Contract



Managing the Contracts

- The LAA will normally give prior notice of not less than 2 business days of any audit.
- Under Clause 9.7 failure to comply with an audit will constitute a Fundamental Breach of the Contract.

Claiming for Contract Work

A Provider will be entitled to submit claims for Contract Work undertaken

Providers must submit each claim within the time period specified in the Contract Specification

Clause 14.5

All payments falling due under the contract are exclusive of VAT unless expressly stated otherwise

Clause 14.9

Providers must notify the LAA within 5 business days of an occasion of tax non-compliance and provide details of the steps being taken to address it

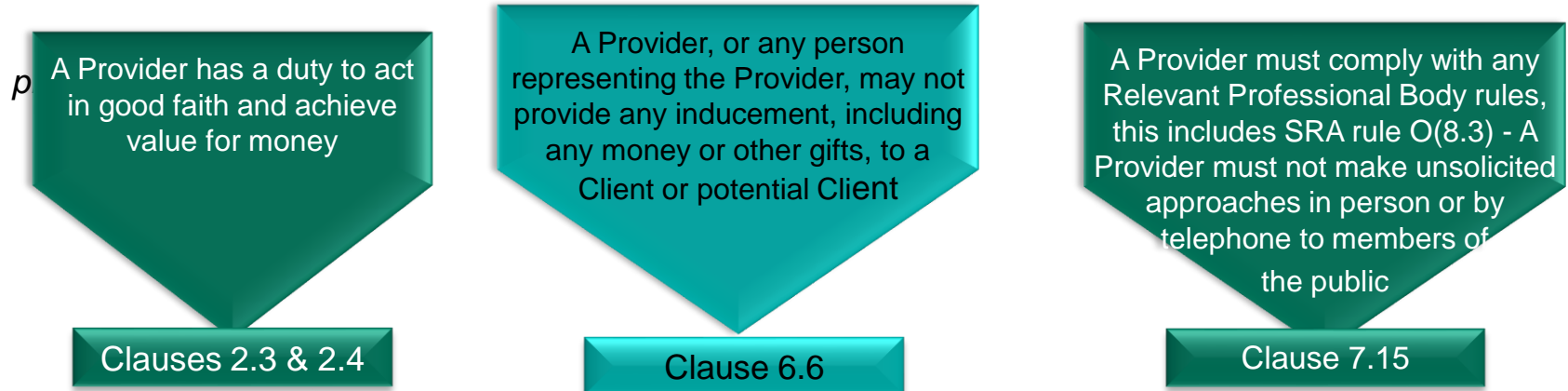
Clause 14.23

Managing the Contracts

- Each monthly payment is triggered by receipt from the Provider, within 20 days of the end of the previous month, of the appropriate Contract Report Forms.
- Failure to submit claims within 20 days of the end of the previous month will delay the Provider's next monthly payment and persistent failure may lead to sanctions.
- The LAA will consider enforcement against tax non-compliance breaches on a case-by-case basis
- For more information visit [CWA codes guidance - GOV.UK \(www.gov.uk\)](http://www.gov.uk).

Touting

Touting can take many forms but the LAA is aware of anecdotal reports of solicitors presenting themselves as a Duty Solicitor at court, intercepting unrepresented clients outside courts and police stations, and offering clients with existing representation financial incentives to switch firms



Managing the Contracts

- For the LAA to investigate an allegation of touting, the complainant must document the specific allegation made and provide permission for the allegation to be disclosed to the alleged perpetrator.
- Where there is sufficient evidence the LAA will consider action under the 2022 Standard Crime Contract and/or refer the matter to the SRA.
- Providers may also report touting directly to the SRA by e-mailing report@sra.org.uk, putting 'touting' in the subject line.
- The LAA cannot disclose any details of its investigation into the touting allegation..

Things You Must Tell Us

Without prejudice to any other obligations in this Contract you must immediately notify us of any event which changes your response to the Rejection Criteria in the Invitation To Tender Documents.

Any such event shall be deemed to be a Qualifying Event.

Clause 21 Standard Terms

What is Rejection Criteria?

Rejection Criteria is the criteria in the tender/contract application documents that could lead to the entire tender being rejected. These can be found in the Information for Applicants (IFA) document.



IFA Annex B (section B)



IFA Annex B (section C)

Rejection Criteria include the following:

- Provider/Key Personnel convicted of specific tax offences;
- Insolvency related events including IVA/CVA;
- County Court judgments;
- Professional conduct issues including referral to the Solicitor Disciplinary Tribunal;
- Termination of other public sector contracts;
- Termination of other LAA contracts.

What are Qualifying Events?

Events that mean the Provider will be required to submit up to date responses to the tender
Rejection Criteria including:

Clause Number	Description
22.3	Non-Automatic Novations e.g. changes in partnerships of more than one third (since contract commenced)
21.5(g)	Change of Control events e.g. control or ultimate ownership of the Provider changes but no legal change to the Provider itself
21.5(h)	Changes in shareholding e.g. more than a third of individual shareholders and/or more than a third of the number of shares
21.2(c)(ii)	Changes in members of LLPs e.g. changes of more than one third (since contract commenced)
21.2	Material constitutional changes e.g. changes in directors of more than one third, proposed sales, changes in legal status etc.
21.1	Rejection Criteria trigger events e.g. those events that were required to be notified at the tender/contract application stage

Impact of Rejection Criteria reassessment

Where a Qualifying Event occurs, the LAA will re-assess the Rejection Criteria and the Provider's contract may be terminated if they fail the re-assessment

Where a Qualifying Event occurs the Provider must submit an up to date response to the Rejection Criteria within 14 days

Clause 22.11

Where a Provider now fails the Rejection Criteria the LAA may terminate the contract under Clause 25 powers

Clause 22.12

Managing the Contracts

- Providers are under an obligation to notify the LAA of Qualifying Events immediately they occur and Contract Managers will monitor Providers (including at Contract Management reviews) to ensure this occurs.
- The contract confirms that any failure to respond to a request to submit up to date Rejection Criteria responses shall be classed as a Fundamental Breach and may result in termination of the Provider's contract.

Novation – Non-Automatic

The LAA must give its signed express consent to a non-automatic novation and the “new” Provider must meet the relevant contract requirements



What constitutes a Non-Automatic Novation?

- The creation of a partnership where the Provider was a sole principal (sole trader);
- Any change in, or any changes which in aggregate result in, the identify of more than one third of the number of the persons comprising the Provider’s Partnership (since the Contract started);
- Any change in the Provider’s legal status, or any intended sale, merger, acquisition, or transfer of, or by, the Provider.

Novation – General Principles

For a non-Qualifying Event novation, the terms of the novation includes the following specific terms:

The new firm undertakes to comply with the Contract in substitution for the old firm and undertakes to be bound by it in every way as if it had been an original party to it

Clause 22.4(a)

The new firm is liable for any debt or obligation which arose under the Contract before the novation and the old firm remains liable for any debt or obligation not met by the new firm

Clause 22.4(e)

Any notice, direction, Assessment, decision, Audit, status or finding relating to the old firm is treated as having been in relation to the new firm

Clause 22.4(h)

Contract Sanctions

- The LAA may apply sanctions to a Provider in the event of a material or persistent breach of the 2022 Standard Crime Contract or any other LAA contract/agreement.
- We may also apply Sanctions where a Provider is under Official Investigation, where their financial situation poses a significant risk to clients or to public funds, or where a Provider's personnel no longer meet required professional standards.

Sanctions (Clause 24)

1	Suspend a Provider's provision of Contract Work and/or Delegated Functions for a period of time
2	Refuse to pay for specified Contract Work for a period of time
3	Suspend payments for a period of time
4	Prohibit or limit a Provider's ability to take on new cases for a period of time
5	Exclude individuals from being Supervisors or performing Criminal Defence Work
6	Suspend or remove a Provider's rota allocation (if any)
7	Suspend an organisation from holding itself out as a Provider
8	Termination of the Contract

Ending the Contract

- A Provider may at any time serve a minimum of 3 months' notice on the LAA terminating the Contract.
- The LAA may issue notice of a no fault termination by giving a Provider not less than 6 months' written notice.

Ending the Contract

Under Clause 25.4 the LAA may terminate a Provider's contract at any time for breach of contract in circumstances including but not limited to:

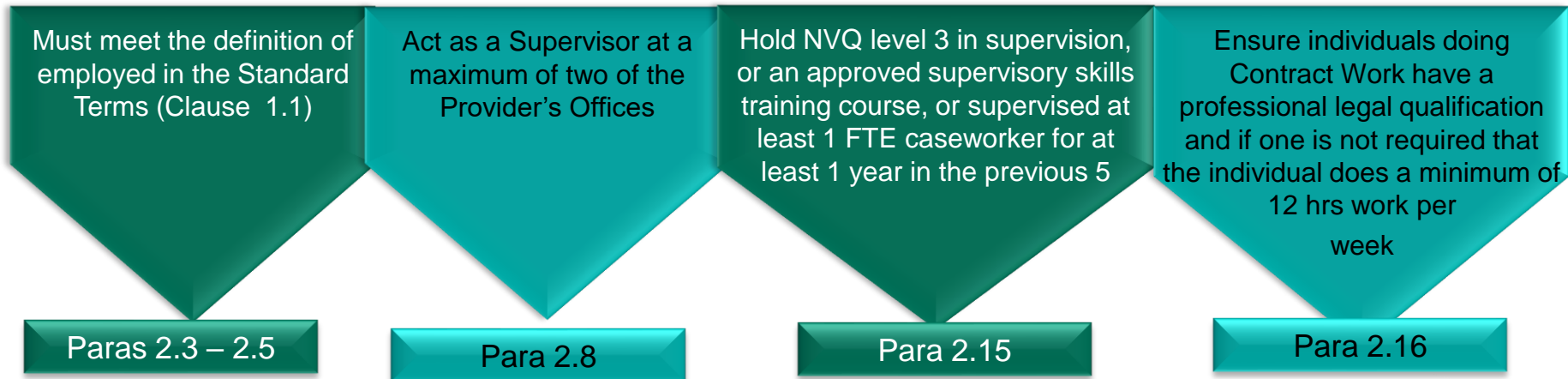
- A Fundamental Breach
- A fail on a Rejection Criteria assessment undertaken following a Qualifying Event
- Where the LAA receives a report and considers that termination is required to protect Clients or the LAA from possible serious harm or to protect public funds or Clients' interests
- Where the LAA receives a report which identifies such a serious breach of Contract or legislation, or serious professional misconduct that termination is considered justified
- A Provider no longer holds the Quality Standard
- A Provider commits a material breach in its obligation to notify the LAA of any Occasion of Tax Non-Compliance

Overview of the Standard Crime Contract 2022

Specification

Supervision in All Classes of Work

A supervisor for any Class of Work must meet specific requirements:

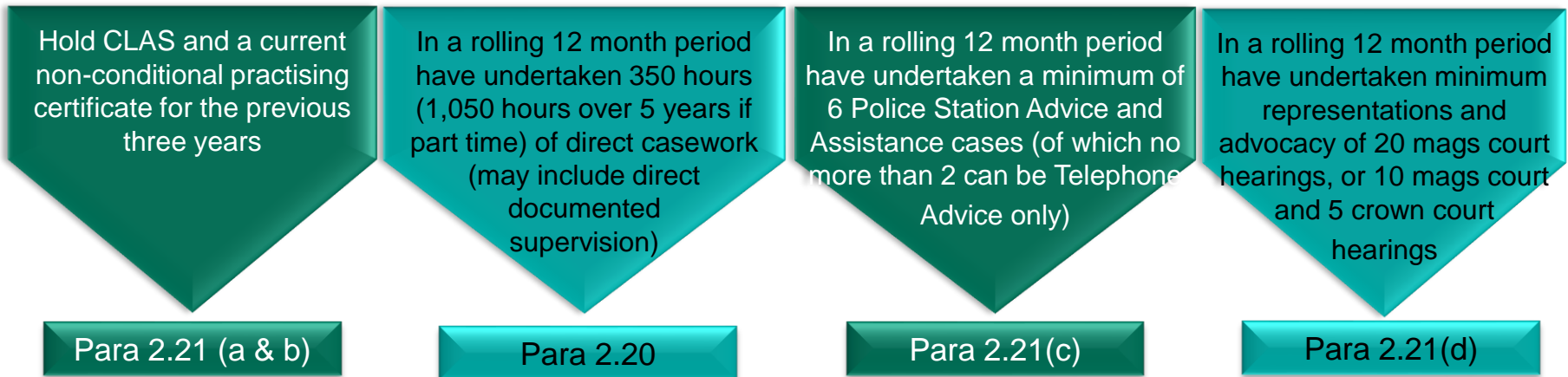


Managing the Contracts

- Providers may be required to submit supervisor declaration forms during Contract Management reviews.
- Supervisory qualifications may be periodically reviewed by the LAA.
- You must designate all Supervisors that carry out Contract Work, Filex Supervisors, Duty Solicitors, Accredited Representatives and Probationary Representatives employed by you

Supervision in Criminal Investigations and Proceedings

A supervisor in the Criminal Investigations and Proceedings class of work must meet further specific requirements:



Managing the Contracts

- Providers may be required to submit supervisor declaration forms during Contract Management reviews.
- Supervisory qualifications will be periodically reviewed by the LAA.
- A Fee Earner who has the PSQ but not the MCQ does not hold CLAS for the purposes of para 2.21.

Supervision in Appeals and Reviews

A supervisor in the Appeals and Review Class of Work must meet further specific requirements:

Have held a current non-conditional practising certificate for the previous three years

Para 2.26(a)

In a rolling 12 month period have undertaken 350 hours (1,050 hours over 5 years if part time) of direct casework (may include direct documented supervision)

Para 2.26(b)

Managing the Contracts

- Providers may be required to submit supervisor declaration forms during Contract Management reviews.
- Supervisory qualifications will be periodically reviewed by the LAA.

Supervision in Prison Law

A supervisor in the Prison Law Class of Work must meet further specific requirements:

In a rolling 12 month period have undertaken a minimum of 4 Representations for 4 Clients before the Parole Board or the Independent Adjudicator / Prison Governor

Para 2.24

In a rolling 12 month period have undertaken 350 hours (1,050 hours over 5 years if part time) of direct casework (may include direct documented supervision)

Para 2.22

A Prison Law Supervisor (and only a Prison Law Supervisor) may also act as a Supervisor for a maximum of one other Provider

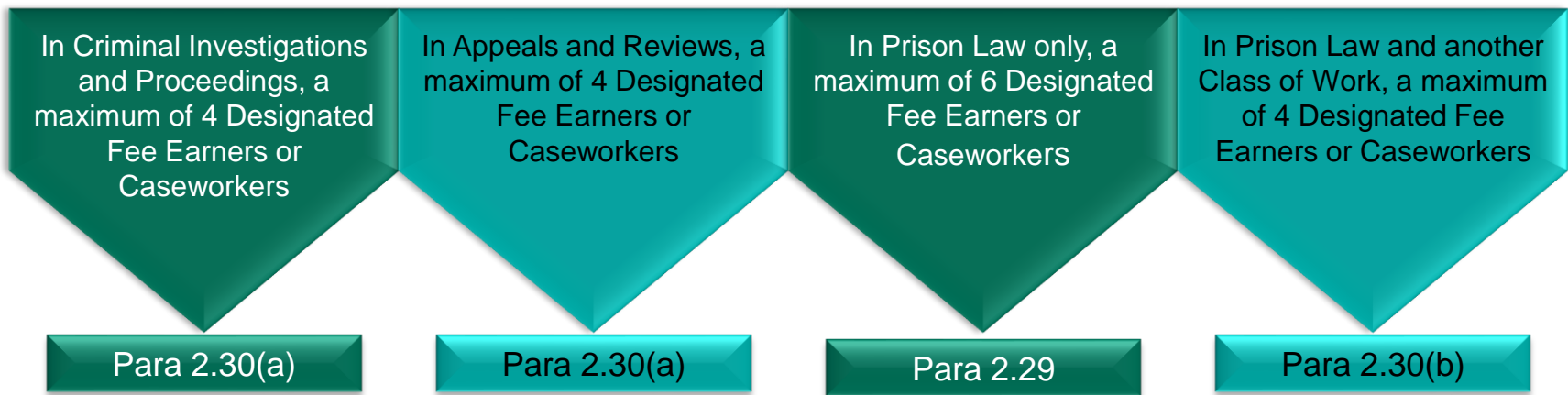
Para 2.10

Managing the Contracts

- Providers may be required to submit supervisor declaration forms during Contract Management reviews.
- Supervisory qualifications may be periodically reviewed by the LAA.

Supervisor Ratios

The maximum number of Designated Fee Earners and caseworkers a FTE supervisor may supervise in each of Class of Work is as follows:

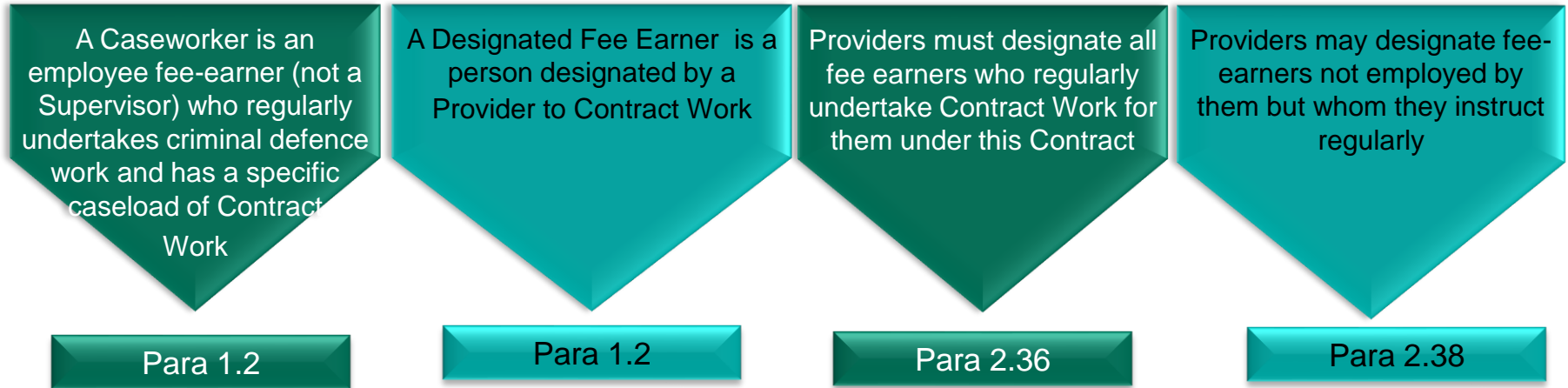


Managing the Contracts

- A Contract Management visit will be conducted within 6 months of the Contract Start Date to confirm the Provider's compliance with the above ratios.

Designated Fee Earners & Caseworkers

Providers must document their Designated Fee Earners and Caseworkers

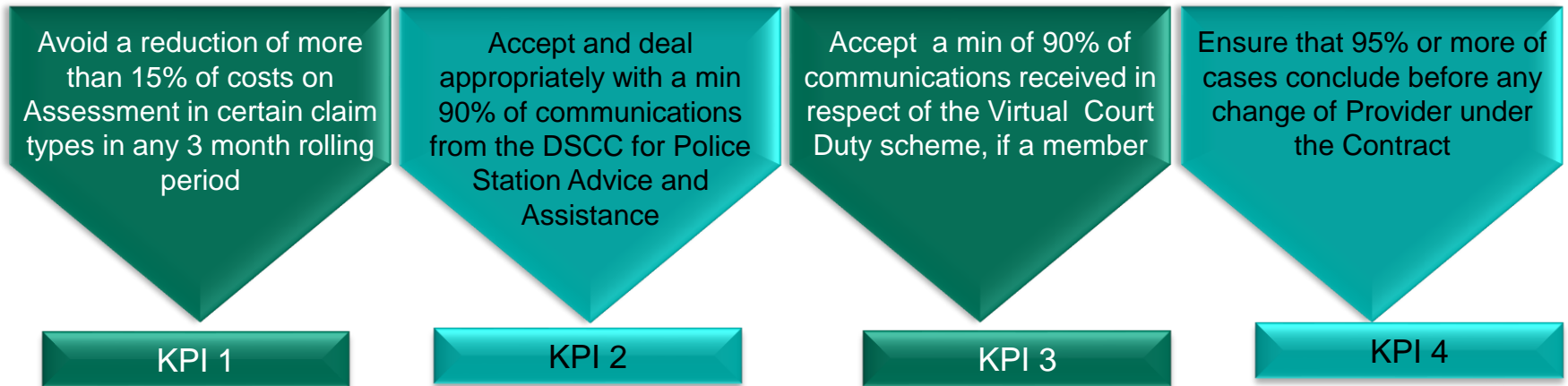


Managing the Contracts

- 80% of instances of Police Station Advice and Assistance (both attendances and telephone advice) and 50% of instances of Advocacy Assistance or Representation at the magistrates' court must be conducted by Designated Fee Earners.

Key Performance Indicators

The LAA will use the Key Performance Indicators at Para 2.65 to monitor a Provider's performance under the 2022 Standard Crime Contract.



Managing the Contracts

- Monitoring KPIs depends on fair and accurate reporting of case outcomes by a Provider.
- Failure to meet a KPI will trigger discussions with the Provider's LAA Contract Manager on the reasons and severity of the failure and the need for any action plan to remedy the failure.
- The LAA will look at a min. of 20 cases over a 3-12 month period when assessing compliance with KPI1.

Office Requirements

A Provider must have one Office located somewhere in England or Wales

Must have private interview rooms for appointments during business hours

Para 2.44 (d) & (e)

Must be open and accessible to Clients, prospective Clients and other interested parties during normal Business Hours on each Business Day

Para 2.44(c)

Must have an emergency contact for Clients and prospective Clients outside of Business Hours and be contactable by DSCC at all times

Paras 2.48 & 2.51

Managing the Contracts

- The LAA will verify the office locations set out in the Provider's tender applications.
- The office specified in a Provider's Schedule will be visited to ensure it continues to meet the requirements of clauses 2.44-2.52 of the Specification.

Office Requirements

A Provider must have one Office located somewhere in England or Wales

Each Office used for the storage of client files and other confidential information must be secure

Para 2.45

In a shared building or office, a Provider must have right of access to the Office at all times during Business Hours for the purpose of providing face-to-face legal services at that Office

Para 2.46

Some locations cannot constitute an Office including (but not limited to) hotels, vehicles, residential property, or virtual offices

Para 2.52

Managing the Contracts

- It is a fundamental breach if a Provider's Office is in shared building or office and the Provider does not have right of access to the Office at all times during Business Hours for the purpose of providing face-to-face legal services at that Office.

Please ensure that you are familiar with the LAA Guidance to Providers regarding Removable Media [Legal Aid Agency data security requirements - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/legal-aid-agency-data-security-requirements)

Office Moves

A Provider must tell the LAA if moving Office

A Provider will be removed from membership of any Duty Schemes they are no longer eligible for by virtue of their new Office address

Para 2.54b

A Provider will only remain eligible for their existing Duty Schemes if their new Office address is within the geographical area of that Scheme

Para 2.54c

A Provider will not be eligible to join any additional or new Duty Scheme by virtue of their new Office address

Para 2.54d

Managing the Contracts

- A Provider must ask for the LAA's consent if they propose to relocate any Office outside the postcode area(s) listed in their Schedule during the life of this Contract. This consent must be obtained prior to any relocation.
- The LAA Contract Manager will arrange for the Schedule to be updated with the Provider's new address.

Office Duty Eligibility

The geographical location of the Provider's Office(s) determines for which Duty Schemes (Police Station and Magistrates' Court including Virtual Courts) the Provider is eligible to be a member

2022 Standard Crime Contract holders on Duty Schemes will be allocated Duty Slots on both the police station scheme rota and magistrates' court scheme rota in that area

IFA 3.4

A provider in the London CJS may join the Scheme related to the London borough in which their Office is situated and the additional Schemes linked to that borough, as set out in the Postcode Tool

Paras 6.11-14

Managing Duty Schemes

- Duty Solicitors must serve on the Police Station and Magistrates' court schemes for which the Provider is a member (Para 6.18).
- Providers must notify us, via the CRM12, from which office a Duty Solicitor works and may only notify us of one such Office for each Duty Solicitor (Para 6.17).

Duty Scheme Eligibility

The Duty Solicitor Postcode Tool sets out the Duty Scheme(s) that an organisation is eligible to join under the 2022 Standard Crime Contract. Eligibility is determined by the geographical location of the organisation's Office(s).

Link to [Postcode Tool](#)

Providers applied to join specific Schemes during the application process for Contracts and will not have an opportunity to join other Schemes during the Contract Period

Joining a Duty Scheme in the Contract Period

A Provider cannot apply to join any Duty Schemes during the Contract Period unless

The LAA invites the Provider to apply because of a membership reduction or a change in Scheme boundaries under Para 6.60

Para 6.3

If there is a magistrates' court or Police Station closure, or a reduction in scheme membership, the LAA, in consultation with the Providers affected, may change the boundaries of a Scheme

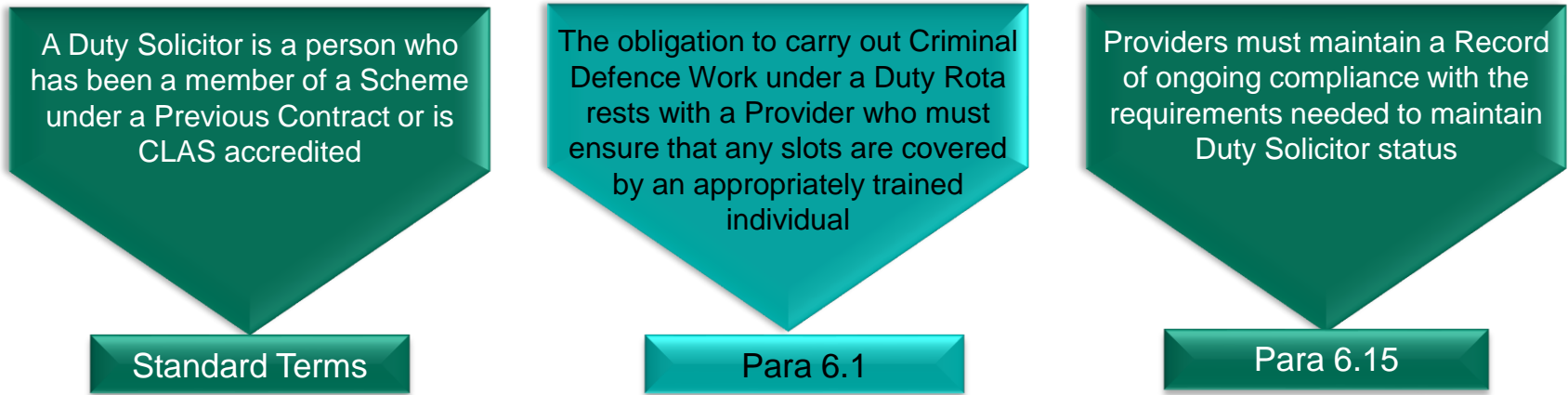
Para 6.60

Managing Contracts

- Any consultation under para 6.60 can be for both temporary and permanent closures of a magistrates' court or police station.
- A consultation will run for at least 3 weeks, and, in addition to consulting the Providers affected, will be posted on www.gov.uk/government/publications/duty-solicitor-scheme-boundary-consultations
- Responses to consultations will also be published in the same place on gov.uk.
- Providers (and HMCTS and the Police) are asked to notify the LAA of any Police Station or Court closure.

Duty Solicitor Rules

Providers must ensure that all Duty Slots are appropriately covered and that Duty Solicitors are competent to carry out Criminal Defence Work.

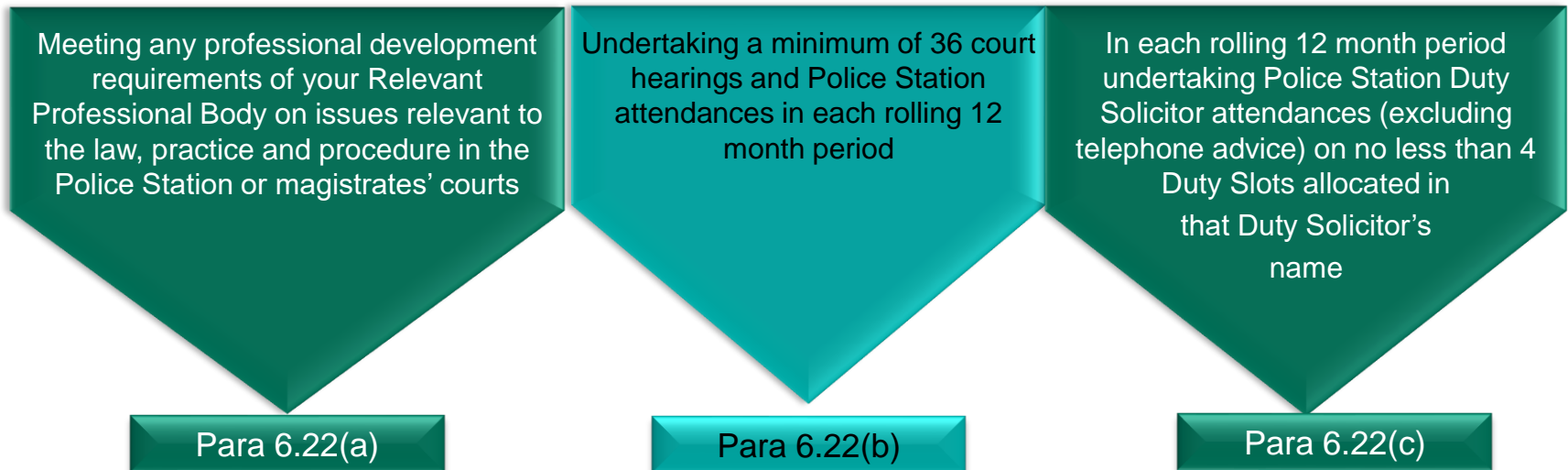


Managing the Contracts

- As a minimum, the LAA will undertake a sampling of duty records and CLAS accreditations.

Duty Solicitor - Engagement

The entitlement of a Provider's Duty Solicitors undertaking duty solicitor work and retaining the duty slots issued in their name is dependent upon them:

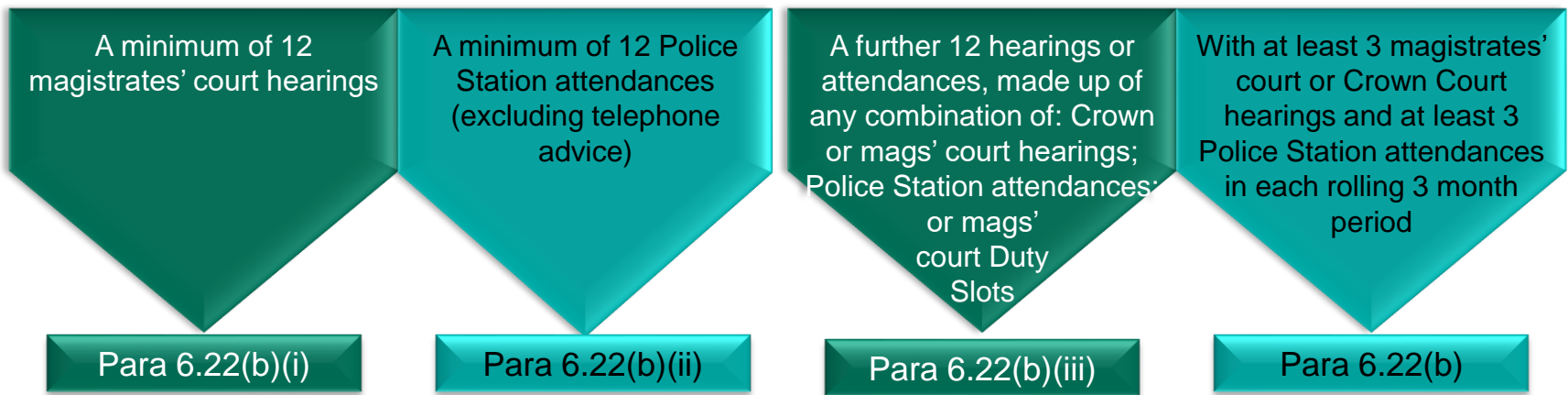


Managing Contracts

- The LAA will validate training records, the Compliance Officer for Legal Practice (COLP) declarations and frequency of attendances.
- It is a material breach of the Contract if a Provider's Duty Solicitor does not meet these requirements.

Duty Solicitor Rules - Engagement

The minimum of 36 court hearings and Police Station attendances in each rolling 12 month period a Duty Solicitor needs to do to retain the Duty Slot in their name breaks down as follows:



Managing the Contracts

The magistrates' court Duty Slots at para 6.22(b)(iii) must include the representation of at least one client to count towards the 36 court hearings and Police Station attendances.

Duty Solicitor Rules - Engagement

All Duty Solicitors used by a Provider to obtain Duty Slots must undertake a minimum of 50 hours' Criminal Defence Work per month from the Office for which those Duty Slots have been obtained

Measured on a rolling three monthly basis to accommodate different working patterns

Para 6.24

Criminal Defence Work defence work performed for clients in relation to a criminal investigation, criminal proceedings or a prison law matter
See [Slide 54](#)

Para 6.23

Any Criminal Defence Work undertaken at home or another Office, provided the case(s) originated from the Office and Scheme(s) from which the Slots have been obtained

2.17 Duty Solicitor Guidance

Managing the Contracts

- A Provider's COLP must sign a declaration on the CRM12 that their duty solicitors will undertake a minimum of 50 hours' Criminal Defence Work per calendar month.
- The LAA will throughout the Contract Period verify a Provider's Duty Solicitors' ongoing compliance with the requirements needed to maintain Duty Solicitor status.
- It is a material breach if a Provider's Duty Solicitors does not undertake the 50 hours' Criminal Defence Work per calendar month.

Definition of Criminal Defence Work

Criminal Defence Work is work performed for clients in relation to a criminal investigation, criminal proceedings or a prison law matter. (As per paragraph 6.23 of the Specification)

It includes:

- Contract Work,
- work under the Advocates Graduated Fee Scheme (AGFS);
- Very High Cost Cases (VHCC)
- Armed Forces Legal Aid Scheme Cases
- privately funded work on the same types of matter that would be funded under criminal legal aid save for the client not meeting the relevant means eligibility criteria or choosing to pay privately.
- Work performed for a client in cross-examining a witness under Section 38 of the Youth Justice and Criminal Evidence Act 1999 is also included

Duty Solicitor Rules

A Provider will retain their allocated Duty Slots in the following circumstances:

Where a duty solicitor is absent as a result of a period of maternity or parental leave up to a maximum of 12 months from the date of absence provided you have not been informed they do not intend to return;

Para 6.25 (a)

Where a Duty Solicitor is absent as a result of period of sick leave up to a maximum of six months from the date of first absence

Para 6.25(b)

Managing Contracts

- It is a material breach of the Contract if a Provider does not notify the LAA of maternity/parental leave and sick leave in excess of the periods specified above.

Duty Solicitor Rules

A Provider must notify the LAA of the following changes in circumstances of their Duty Solicitors:

Where a Duty Solicitor leaves the Provider's employment or ceases to be Engaged by the Provider

Para 6.29(a)

When a Duty Solicitor commences maternity or parental leave and when it is known a Duty Solicitor will be absent as a result of maternity or parental leave for a period of greater than 12 months from the date of first absence

Para 6.29(b)

Managing Contracts

- A failure to notify under Paragraph 6.29 which results in additional Rota Duty Slots being allocated to the Provider to the detriment of other members of the Scheme will result in an equivalent reduction in the number of Duty Slots being allocated to the Provider when the next Rota is drawn up.

Duty Solicitor Rules

A Provider must notify the LAA of the following changes in circumstances of their Duty Solicitors:

Where a Duty Solicitor is absent as a result of sick leave for at least two months and for any period in excess of six months from the date of first absence;

Para 6.29(c)

Where a Professional Body or the Police investigates, charges, or makes an adverse finding against a Duty Solicitor

Para 6.29 (d –f)

Managing Contracts

- A failure to notify under Paragraph 6.29 which results in additional Rota Duty Slots being allocated to the Provider to the detriment of other members of the Scheme will result in an equivalent reduction in the number of Duty Slots being allocated to the Provider when the next Rota is drawn up.

Duty Solicitor Rules

A Provider may not submit a CRM12 form or seek to obtain Duty Slots in respect of Duty Solicitors who:

Are not habitually resident in England and Wales unless the Provider has received express written approval to submit a CRM12 form

Para 6.37(b)

Are “ghosts” - duty solicitor not Engaged with the Provider but receive payment for their details being used to obtain additional slots

Para 6.37(c)

Are temporary staff engaged to cover maternity/parental leave or sick leave (the Provider will have access to the Slots allocated to the Duty Solicitor on leave)

Para 6.37(d) & (e)

Managing the Contracts

- Any breach of paragraph 6.37 is a Fundamental Breach.
- A example where approval is likely to be given for a Duty Solicitor not habitually resident in England and Wales to submit a CRM12 is where the Provider’s office is on the English side of the border and their Duty Solicitor lives on the Scottish side of the border. The LAA does not envisage any other scenario where approval would be given, but each request would be considered on its own merits.

Failure to Comply with Duty Solicitor Rules

If a duty solicitor fails to comply with the requirements set out in paragraphs 6.22-6.24 of the Specification the following sanctions may be applied:

We may suspend for a period of up to 12 months or exclude a Duty Solicitor from undertaking work on the Scheme or Schemes of which you are a member if he or she fails to meet any of the criteria in Paragraphs 6.22 to 6.24 in relation to a Scheme. On suspension, we may impose conditions, which must be met before that Duty Solicitor resumes undertaking work on the relevant Scheme or Schemes

Para 6.44

Where we suspend or exclude a Duty Solicitor we shall remove all Duty Slots issued in their name

Para 6.45

Managing the Contracts

- Contract managers will make decisions in line with the Contract terms and will take a fair and proportionate approach to the application of any sanctions. See paragraph 6.46 of the Specification

Virtual Courts

A Provider's Duty Solicitors must serve on Virtual Court Duty Schemes for which the Provider is a member Please note that the Virtual Courts Scheme is different from routine court hearings that are held virtually:

A Provider must accept a min of 90% of communications received in respect of the Virtual Court Duty scheme

Para 10.35

A Provider will be allocated Duty Slots on each Virtual Court Duty Rota in proportion to the number of Duty Solicitors who properly completed CRM12s for the Provider for that Scheme

Para 6.52

Work in connection with a virtual hearing is claimed under the Advocacy Assistance Virtual Hearing fixed fee, or under a Rep Order if Issued

Paras 10.28 to

10.33

Managing Contracts

- Where a Provider is on the Virtual Courts scheme, Contract Management will monitor a Provider's compliance with the KPI for Virtual Courts.
- Contract Management will undertake periodical reviews of claims and files to ensure a Provider has claimed the correct fees.

Police Station Cases - Contacting the Client

The majority of Criminal Investigations work will be attendance at a police interview which does not have a Financial Eligibility Test and is deemed to meet the Sufficient Benefit Test

In at least 80% of Matters each time you are first notified that a Client has been arrested and has requested advice from you, and you have accepted the Matter, you must use reasonable endeavours to contact the Client (whether in person or on the telephone, directly or indirectly via custody staff) within 45 minutes of the call

Paras 9.23 & 9.24

Managing the Contracts

- Providers must record the time instructions were accepted and first client contact on file. Reasons for non-compliance with 45 minute rule must be retained on file.
- This standard applies only to the first contact with the Client and does not include subsequent instances of Advice and Assistance at a Police Station.
- This standard applies to both Own Solicitor and Duty Solicitor work

Criminal Investigations

The majority of Criminal Investigations work will be attendance at a police interview which does not have a Financial Eligibility Test and is deemed to meet the Sufficient Benefit Test

An Accredited Representative may attend at the police station under appropriate supervision by a supervising solicitor

Para 9.26 - 9.32

Once a Matter has been accepted a Provider must attend all interviews and must retain the matter until the end of the investigation

Para 9.38 & 9.52

Managing the Contracts

- The LAA may examine DSCC deployment records against Provider deployment records.
- Supervision of staff, including Accredited Representatives, will be checked on audit.
- Providers accepting instructions other than through DSCC must notify DSCC (see para 9.20)

Claiming for Criminal Investigations work

A Provider may claim for work where a criminal investigation concludes and needs no further work, or it is unclear that further work is needed and at least 1 month has passed since the last work was done

A single Police Station Advice and Assistance Fixed Fee claim must be submitted for all work undertaken for a client on the same matter

Paras 9.85 & 9.86

Where a number of clients are subject to police investigations in the same set of circumstances a separate Fixed Fee must be claimed for each client

Para 9.88

Providers must not claim both Fixed Fees where Police Station Telephone Advice is followed by Police Station Advice and Assistance in the same matter

Para 9.77

Managing the Contracts

- The LAA will review claims data and client files to verify contract compliance and the accuracy of claims submitted.

Claiming for Criminal Investigations work

A Claim must only be submitted when:

The Criminal Investigation has been concluded, either by way of the client being charged or reported for summons, or the Matter has been disposed of in any other way

Paras 9.104 (a)

It is known that no further work will be undertaken for the Client in the same Matter;

Para 9.104 (b)

It is unclear whether further work will be required and a minimum of one month has elapsed since the last work in the Matter was undertaken. Including where the Client has been Released Under Investigation and it is unclear if further work is required

Para 9.104(c)

Managing the Contracts

- The LAA will review claims data and client files to verify contract compliance and the accuracy of claims submitted.
- Provision 9.104(c) not apply where a Client has an outstanding bail back in the Matter, unless it is known that further work will not be undertaken on that occasion; or (d) post-charge work has been undertaken that is within the scope of this Unit of Work, and is not the subject of a claim under the Representations Unit of Work.

Pre Charge Engagement

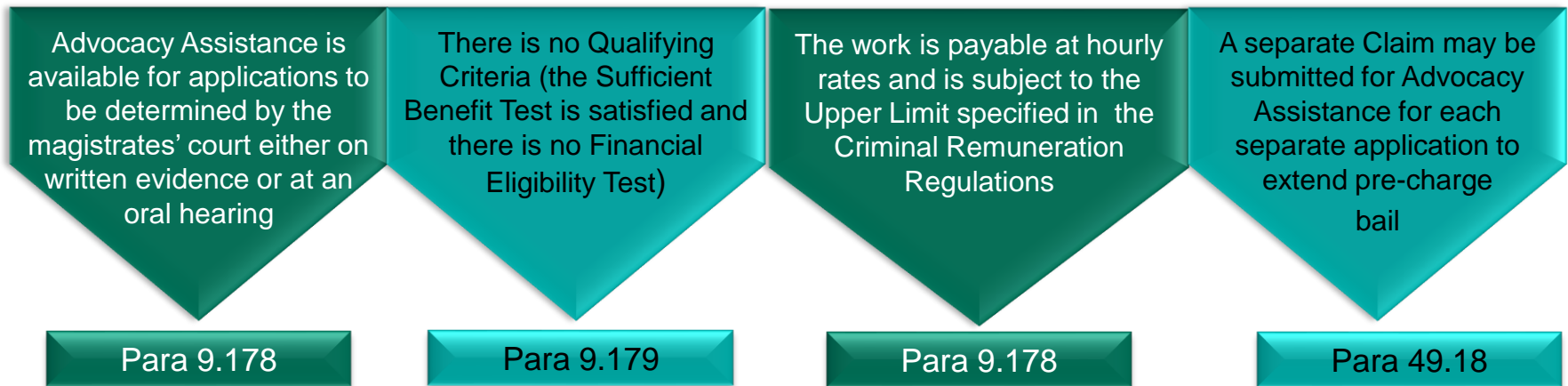
- “*Pre-Charge Engagement*” means voluntary engagement on disclosure which has been (either formally or informally) agreed by all parties to an investigation (prosecutors and/or investigators, suspects and suspect’s legal representatives) and which takes place after the first PACE interview, and before any suspect has been formally charged in accordance with the [Attorney General’s Guidelines on Disclosure](#) as appropriate.
- Pre-Charge Engagement work may not be Claimed as Contract Work under Police Station Advice and Assistance or Free Standing Advice and Assistance;
- Covers Advice and Assistance to a Client on Pre-Charge Engagement only.
- You may provide Advice and Assistance to a Client on whether or not to initiate or agree to Pre-Charge Engagement with the prosecutors and/or investigators. You may also provide Advice and Assistance where there is an agreement (either formally or informally) between the Client and the prosecutors and/or investigators to undertake Pre-Charge Engagement
- For cases started from 1 October 2022 you can conduct and claim for Pre-Charge Engagement work done without an agreement with the prosecutors and/or investigators provided that you note the reasons for conducting the work on your file.

Pre Charge Engagement

- The Sufficient Benefit Test must be satisfied in order to make a claim, but there is no financial eligibility test.
- The Sufficient Benefit Test is satisfied only where the Advice and Assistance is on Pre-Charge Engagement in line with the Attorney General's Guidelines on Disclosure
- This work is subject to an upper limit and you must apply to the LAA for an extension to this limit prior to exceeding this amount by completing a CRM5 –see [Legal aid: eForms - GOV.UK \(www.gov.uk\)](https://www.gov.uk/legal-aid/eforms) for more information
- The work should be billed on CWA using the code **INVM**
- For matters where **there is an informal/formal agreement to conduct Pre-Charge Engagement** the outcome code **CN12** should be used
- For Pre Charge Engagement matters which commence on or after **1 October 2022 and no formal/informal agreement is in place the outcome code applicable is CN13**. The reasons for conducting this work without agreement should be noted on your file.
- For more information please see **Paragraphs 9.113 -9.160** Crime Contract Specification

Extensions to Pre-Charge Bail

A Provider may provide Advocacy Assistance to a Client who is subject to an application to a magistrates' court to extend pre-charge bail

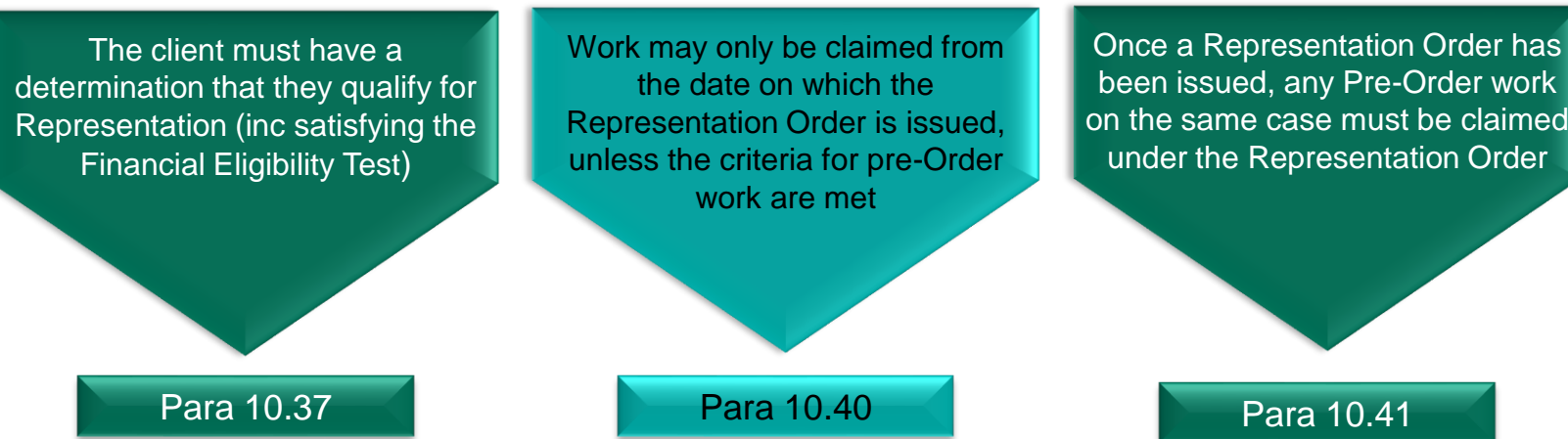


Clients released without bail

- Where a client is released without bail, a Provider may submit a Police Station Advice and Assistance Fixed Fee (paragraphs 4.57& 9.104 of the Specification).
- Where a Client is subsequently subject to further investigation in relation to the same Matter, a Provider cannot claim a second Police Station Advice and Assistance Fixed Fee but the original costs will be relevant in determining whether the matter subsequently qualifies as an Escape Fee case (paragraph 9.75 of the Specification).

Criminal proceedings

The LAA will fund Representation to a client in the Magistrates Court in the following circumstances:



Managing the Contracts

- The LAA will review claims data and client files to verify contract compliance, the accuracy of claims submitted and the existence of client declarations where an application for a Representation Order has been made electronically.

Work where an application for a Representation Order is refused

- Where an application for a Representation Order is refused, a Provider may be able to claim one (and only one) of the following fees:

What to claim	Paragraph	When to claim
Pre-Order Cover	10.115 – 10.121	Where an application for a Representation Order has been submitted but refused on Interests of Justice and all conditions in sections 10.115-10.121 of the Specification apply.
Early Cover	10.122 – 10.123	Where an application for a Representation Order has been submitted but refused on Financial Eligibility and all conditions in section 10.122-10.123 of the Specification apply.
Means test form completion	10.124	Where the client does not satisfy the means test, no Pre-Order or Early Cover claim has been made and all conditions in section 10.124 of the Specification apply.

Claiming for Criminal Proceedings work

- A **single** claim must be made:
 - *Where Representation is provided to two or more clients in the same case (Para 10.60);*
 - *Where more than one case is joined (Para 10.61);*
 - *Where the proceedings involve more than one offence and the charges are laid at the same time, are founded on the same facts, or are part of a series of offences (Para 10.69);*
 - *Where there are Incidental Proceedings to the specified proceedings (Para 10.95);*
 - *Where a Crown/High Court bail application follows the original Magistrates' Court matter (Para 10.73).*
- **Standard Fees are set out in Paragraph 5, Schedule 4 of the Criminal Legal Aid (Remuneration) Regulations 2013 (as amended).**

Criminal Proceedings

Crown Court

- *Crown Court cases sent from the Magistrates' Court automatically pass the Interests of Justice Test.*
- *The client must be advised about the Crown Court Means Test at the outset of the case.*
- *Payment is made in accordance with the Criminal Legal Aid (Remuneration) Regulations 2013.*

Criminal Proceedings

High Court / County Court

- *Crime contract holders may undertake work in Civil proceedings in the High Court or County Court where those proceedings arise from Criminal Proceedings.*
- *Prior Authority must be given by the LAA before undertaking this work.*
- *A Representation Order must have been granted for this work.*
- *There is no Financial Eligibility Test for this work.*

Sending Hearing Fixed Fee

For Magistrates' Court Representation Orders issued on or after **19 October 2020**,

- May be claimed where the case is sent to the Crown Court for trial.
- Should be claimed under a new stage claim /stage reached code (**PROW**) and the appropriate new outcome code:
- **CP27** (case sent to the Crown Court for trial on an either way offence) or ;
- **CP28** (Case sent to the Crown Court for trial on an indictable only offence).
- Fixed Fee payment
- No Escape Mechanism

For more information visit:

<https://www.gov.uk/government/news/crime-news-online-guidance-for-sending-hearing-fees-rollout>

Appeals and Reviews - Work

There have been no substantive changes from the 2017 Standard Crime Contract in relation to Appeals and Reviews work.

Appeal Type	Scope
Appeal not covered by a Representation Order	Free standing Advice and Assistance for advice on prospect of an appeal. Only available where the newly instructed Provider does not have an existing Representation Order for the case.
Appeal to the Criminal Cases Review Commission	Covers initial advice to determine if application to CCRC should be made. Only available where client has appealed against conviction or has been refused leave to appeal.
Appeal by way of Case Stated	Covers appeal to High Court where case has been stated in Magistrates' Court or Crown Court. Application for Representation Order must be made to the High Court.

Prison Law – Units of Work

Sentence Calculation Cases

Advice and Assistance available only where:

- Work done is in connection to a sentence where the date of release is disputed; and
- The client has been unable to resolve their complaint through the prison's internal complaints procedure

Applications for Minimum Term Review to the High Court claimable including under Advocacy Assistance as an exception.

Sentencing Cases in relation to a client's referral to a Close Supervision or Separation Centre

Advice and Assistance available for clients who have been referred to either type of centre.

Any subsequent monthly or quarterly reviews are claimed as part of the same case.

Providers can claim a case at any convenient point and request an amendment to that claim should there be further reviews.

Sentencing Cases that arise out of a Client's Category A/Restricted Status classification

- Covers legal issues arising from a client's Category A/Restricted Status classification, including any Representation at the directors Category A panel.
- Advocacy Assistance or Advice and Assistance available.

Prison Law – Units of Work

Disciplinary Cases

Covers work that involves the determination of a criminal charge for the purposes of Article 6.1 ECHR (those before the Independent Adjudicator) and cases with permission from the prison governor for legal representation as a result of the successful application of the “Tarrant Criteria”.

Advocacy Assistance or Advice and Assistance available

Parole Board Cases

Covers work in relation to clients who are convicted prisoners and who are subject to proceedings before the Parole Board. It includes Intensive Paper Reviews and Parole Board Reconsideration Hearings.

Advocacy Assistance or Advice and Assistance available

Associated Civil Work

Standard Crime Contract 2022 introduces Gang Injunction matters as per 1.1

(d) Standard Terms:

- *Civil Legal Services in relation to proceedings for injunctions sought in respect of gang related violence and drug-related activity arising under Part 4 of the Policing and Crime Act 2009 (so called ‘gang’ injunctions)*

Judicial review or habeas corpus

- *Covers civil proceedings to challenge the act/omission of a public body either by way of judicial review or habeas corpus which arises from any matter within the Crime category.*

Associated Civil Work

Proceeds of Crime Act 2002

- *Covers civil proceedings to apply to vary or discharge a restraining order made under POCA in circumstances where the client is not the subject of criminal proceedings.*
- *Civil Merits Regulations, Procedure Regulations and Financial Eligibility Tests apply.*

Applications for Part 1 Injunctions under the Anti Social Behaviour Crime and Police Act

- *Covers civil legal services provided in relation to an application for an injunction under Part 1 section 1 of the Anti-social Behaviour, Crime and Policing Act 2014.*
- For information on applying for legal aid or claiming costs on these matters visit [Apply for legal aid for civil contempt cases - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Contract Management Review

A Contract Management review will be conducted within 6 months of the Contract Start Date to confirm the Provider's compliance with the relevant Supervisor standards/requirements.

For new providers who have not previously held a Legal Aid Contract brand new the Contract manager will also check:

- the Providers structure chart to check for any key personnel changes since tendering,
- Check the Professional Indemnity Insurance status,
- Duty Solicitor Compliance,
- A small selection of files to try and ensure that any risks in that regard are spotted as soon as possible.

During periodical ongoing Contract Management Reviews, your Contract Manager will confirm/review any outstanding queries arising out of the submitted tender as required

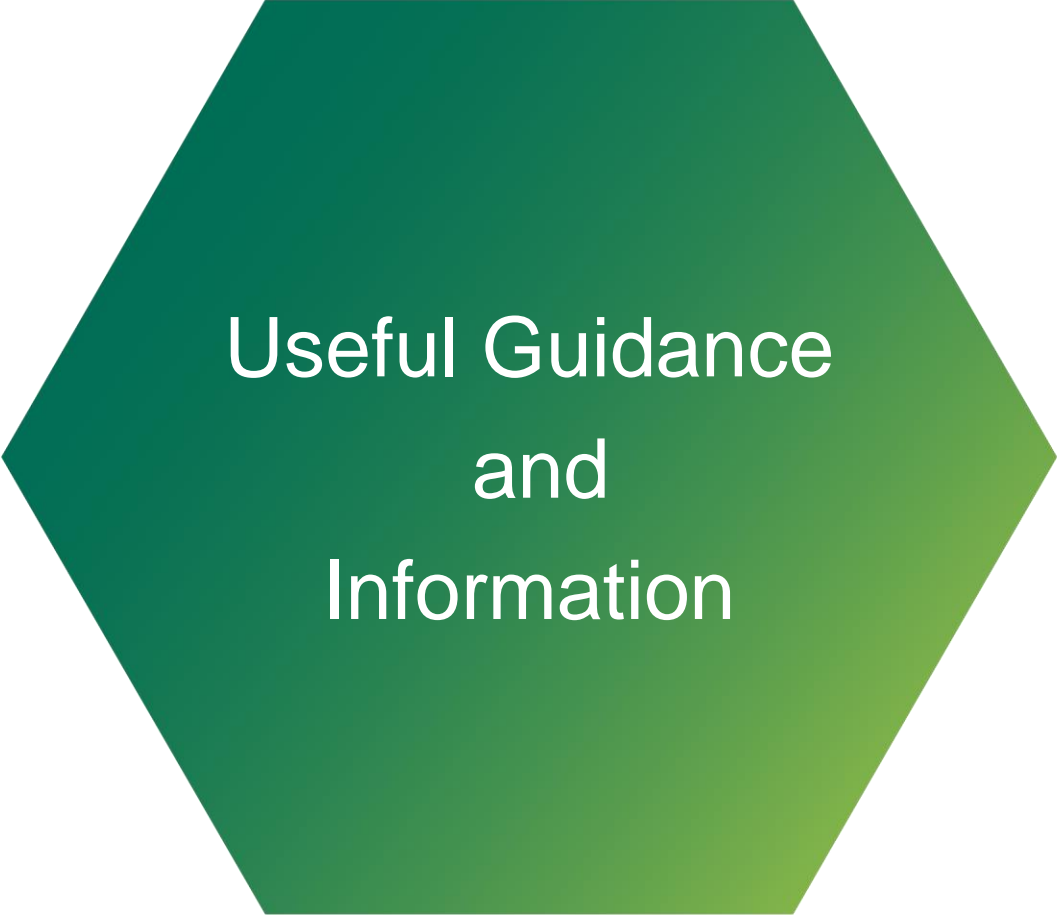
Obtaining a CJSM Account

All providers and practitioners must use CJSM Secure email to mitigate potential Data Protection Act breaches which could lead to prosecution by the Information Commissioner's Office (ICO)

You can apply for a CJSM account by visiting [CJSM- Sign Up - How to Apply \(justice.gov.uk\)](https://www.justice.gov.uk/cjsm/sign-up)

When applying for a CJSM account you will need to provide:

- an existing email address, and check whether your organisation is already connected to CJSM
- contact information, and details of someone within your organisation who will act as the Organisation Administrator for CJSM
- an application sponsor from the police, central government or the NHS – N.B. this can be your Legal Aid Contract Manager
- signed terms and conditions



Useful Guidance and Information

Useful Guidance and Information

LAA Provider Training Website

[Ministry of Justice](#)

Standard Terms & Specification

[Standard Crime Contract 2022 - GOV.UK](#)
(www.gov.uk)

Information for Applicants and
other Tender Documents

[Crime Contract 2022 tender - GOV.UK](#)
(www.gov.uk)

Criminal Bills Assessment
Manual & Other Guidance

[Legal aid guidance - GOV.UK](#) (www.gov.uk)

Payments to providers guidance

[Legal Aid Agency payments to providers - GOV.UK](#)
(www.gov.uk)

Duty Solicitors: Rotas,
Information & Guidance

[Duty solicitors: rotas, information and guidance -](#)
GOV.UK (www.gov.uk)

Duty Solicitor scheme
boundary consultations

[Duty solicitor scheme boundary consultations -](#)
GOV.UK (www.gov.uk)



2022 Standard Crime Contract



Contact details

Contact Details

Criminal case enquiries should normally be dealt with by email. This will help the LAA to manage the volume of calls we receive and ensure we offer you the appropriate level of service at all times.

What is your query about?	Who should you contact?
Crime: Crime billing queries (Magistrates' Court, appeals and prison law) Contact the office dealing with your region	criminalfinance@justice.gov.uk 0300 200 2020 Option 2 followed by Option 1
Crime: Crime billing queries (Police Station)	crime.exceptional@justice.gov.uk 0300 200 2020 Option 2 followed by Option 1

Contact Details

What is your query about?	Who should you contact?
Crime police station fixed fee exceptional cases	crime.exceptional@justice.gov.uk 0300 200 2020 Option 2 followed by Option 1
Crime: Duty solicitor matters	dutysolqueries@justice.gov.uk
Crime: Crown Court litigator fees (inc unused under 30 hours) Crown Court Advocate Fees (inc unused under 30 hours)	Litigators-fee@justice.gov.uk Put 'Litigator Fee Query' in email subject line 0300 200 2020 Option 2 followed by Option 1 Advocates-fee@justice.gov.uk 0300 200 2020 Option 2 followed by Option 1
Special Preparation and Wasted Preparation for both Litigators and Advocates	specialpreparation@justice.gov.uk
Unused Material queries (30 hours plus claims)	Unusedpreparation-CCU@justice.gov.uk

Contact Details

What is your query about?	Who should you contact?
<p>Very High Cost Cases and Central Fund claims – Criminal Cases Unit (CCU)</p>	<p><u>ccu@justice.gov.uk</u></p> <p>For Central Funds Claims please visit <u>Claims paid out of central funds - GOV.UK (www.gov.uk)</u></p>
<p>Crime Applications</p> <p>For telephone enquiries including complex means, hardship and contributions, please telephone:</p> <p>For general e-mail enquiries please contact:</p> <p>For e-mail enquiries in relation to complex means, hardship and contributions please contact:</p>	<p>0300 200 2020 Option 2 followed by Option 1</p> <p><u>BirminghamCAT@justice.gov.uk</u></p> <p><u>nationalcrimeteam@justice.gov.uk</u></p>

Contact Details

What is your query about?	Who should you contact?
Changes of provider details (e.g. e-mail addresses)	Provider Records (formerly Master Index) <u>ProviderRecords-London@justice.gov.uk</u>
Online Support: Online Support provides technical advice to providers for LAA Online applications. These include: <ul style="list-style-type: none"><input type="checkbox"/> Contracted Work and Administration (CWA)<input type="checkbox"/> Client and Cost Management System (CCMS)<input type="checkbox"/> eForms<input type="checkbox"/> Crown Court Litigator Fee Online (CCLF)	<u>Online-Support@justice.gov.uk</u> 0300 200 2020 Normal office hours are Monday to Friday 9am to 5pm

Contact Details

What is your query about?	Who should you contact?
Contract Reconciliation and Standard Monthly Payments (SMP)	reconciliation@justice.gov.uk 0191 496 2052 (urgent enquiries only)
Debt Recovery Services	The LAA has contracted with Marston Holdings Ltd as our Debt Recovery Company (DRC) for Crown Court Means Testing (CCMT). 0333 320 2150 (general queries) 0333 006 8344 (24 hour payment line) www.marstonholdings.co.uk (online payments) ccmt@marstonholdings.co.uk (general queries) Complaints about Marston Holdings Ltd should be directed to General.Enquiries@marstongroup.co.uk Address: Marston Holdings Ltd, PO Box 324, BB4 0GE
Complaints	CCMS complaints to be submitted via the system. Complaints@justice.gov.uk (general complaints)



Legal Aid
Agency

[Legal Aid Agency - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Working with others to achieve excellence in the delivery of legal aid