

2. Service Standards

General

- 2.1 You must, at all times whilst this Contract is in operation, meet the Supervisor requirements set out in Paragraphs 2.3 to 2.26.
- 2.2 Subject to Paragraphs 2.25 and 2.26, if you cease to meet the requirements of Paragraph 2.1 your right to undertake Contract Work in the relevant Class of Work will cease. Any breach of Paragraph 2.1 shall be a Fundamental Breach.
- 2.3 Where your Schedule authorises you to undertake Contract Work in the Criminal Investigations and Criminal Proceedings Classes of Work you must Employ a minimum of one Full Time Equivalent Supervisor who meets the supervisor standards set out in Paragraphs 2.19 to 2.20.
- 2.4 Where your Schedule authorises you to undertake Contract Work in the Prison Law Class of Work you must Employ at least one Full Time Equivalent Supervisor who meets the supervisor standards set out in Paragraphs 2.21 to 2.23.
- 2.5 Where your Schedule authorises you to undertake Contract Work in the Appeals and Reviews Class of Work only; you must Employ at least one Full Time Equivalent Supervisor who meets the supervisor standards set out in Paragraph 2.24.
- 2.6 Supervisors who qualify may act as a Supervisor for more than one Class of Work.
- 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.
- 2.8 A Supervisor may also act as a Supervisor for a maximum of one other Provider.
- 2.9 Supervisors may act as a Supervisor at a maximum of two Offices.
- 2.10 Pursuant to Paragraph 2.9, where a Supervisor acts as a Supervisor at another Provider this means they may only act as a Supervisor at one of your Offices as they will also be acting as a Supervisor at an Office of another Provider.
- 2.11 You must notify us if any Supervisor leaves your organisation, ceases to meet the Supervisor standards set out in this Specification 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 Supervisor standards or fails to perform their duties in the manner described, such member of your personnel must immediately cease acting as a Supervisor.
- 2.12 A Supervisor may delegate functions to an employee who does not meet all the Supervisor standards in this Specification to act as their deputy Supervisor. However, the Supervisor must continue to supervise the deputy Supervisor and have a training and development plan to provide the necessary skills and experience for the deputy Supervisor to become a Supervisor in future.
- 2.13 Your Supervisor(s) must meet the Supervisor standards in this Specification at the time of being appointed as Supervisor and continue to do so in any 12 month period thereafter.

2.14 Your Supervisor(s) must take account of any changes in legislation and case law.

Supervision standards

2.15 All Supervisors must meet one of the following supervisory skills standards:

- (a) have supervised at least one Full Time Equivalent Designated Fee Earner or Caseworker in the relevant Class of Work for at least one year in the previous five year period; or
- (b) have completed training covering key supervisory skills in the previous 12 month period.

The supervision standard in this Paragraph 2.15 will be measured as at the time a person becomes a Supervisor and at any point during the Contract Period when we request confirmation that they meet the supervision standards.

2.16 A Supervisor must ensure that all persons performing Contract Work under this Contract have a professional legal qualification or, where a professional legal qualification is not required in respect of Contract Work, that such persons perform a minimum of 12 hours of Contract Work each week in the relevant Class of Work.

2.17 Arrangements must be in place to ensure that each Supervisor is able to conduct their role effectively in accordance with the requirements of this Section 2 including, but not limited to, the following:

- (a) designating time to conduct supervision of each Designated Fee Earner or Caseworker; and
- (b) ensuring that the level of supervision provided reflects the skills, knowledge and experience of the individual Designated Fee Earner or Caseworker.

2.18 Each Supervisor must conduct file reviews for each Designated Fee Earner or Caseworker they supervise. The number of file reviews must reflect the skills, knowledge and experience of the individual. The Supervisor must record the outcome of file reviews, together with the details of corrective action taken (if any).

Supervisor qualification: Criminal Investigations and Criminal Proceedings

2.19 Each Supervisor must during the Contract Period, have in the previous 12 months undertaken at least 350 hours of direct casework which may include direct (documented) supervision. Where a Supervisor works part-time this requirement is to be read as 1050 hours of direct casework which may include direct (documented) supervision in the previous five years.

2.20 All Supervisors must have the following:

- (a) CLAS; and
- (b) a current non-conditional practising certificate for the previous three years; and
- (c) at any time during the Contract, in the previous 12 months have undertaken a minimum of six Police Station Advice and Assistance

cases (of which no more than two can be Police Station Telephone Advice where there is no subsequent Police Station attendance); and

- (d) at any time during the Contract, in the previous 12 months have undertaken:
 - (i) a minimum of 20 magistrates' court Representations and advocacy (which may include Representation of a Client during a magistrates' court Duty session with one session counting as one Representation only); or
 - (ii) undertaken a minimum of 10 magistrates' court Representations and advocacy and five Crown Court Representations and advocacy.

Supervisor qualification: Prison Law

- 2.21 Each Supervisor must during the Contract Period, have in the previous 12 months undertaken at least 350 hours of direct casework which may include direct (documented) supervision. Where a Supervisor works part-time this requirement is to be read as 1050 hours of direct casework which may include direct (documented) supervision in the previous five years.
- 2.22 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.
- 2.23 A Supervisor in the Prison Law Class does not have to be legally qualified. However, he or she must meet the Supervisor standards in this Specification.

Supervisor qualification: Appeals and Reviews

- 2.24 Each Supervisor must:
 - (a) have held a current non-conditional practising certificate for the previous three years; and
 - (b) during the Contract Period, have in the previous 12 months undertaken at least 350 hours of direct casework which may include direct (documented) supervision. Where a Supervisor works part-time this requirement is to be read as 1050 hours of direct casework which may include direct (documented) supervision in the previous five years.

Temporary Supervisor absence

- 2.25 If your Supervisor is for any reason temporarily unable to act as such you may for a period of up to six weeks, either:
 - (a) nominate an Employed Designated Fee Earner or Caseworker who does not meet all the Supervisor standards set out in this Section to supervise; or
 - (b) nominate an external Supervisor to supervise.

- 2.26 If you estimate that your Supervisor may be unable to supervise for more than six weeks, or following completion of the six week temporary period described in Paragraph 2.25 the Supervisor is not able to resume Supervision, you must immediately inform us and we will decide at our discretion what appropriate action to take. This may include:
- (a) extending the use of an employed Designated Fee Earner or Caseworker as Supervisor for a limited period;
 - (b) formalising the external Supervision arrangement for a limited period;
 - (c) by written notice specifying that you must put in place another employed Supervisor by such period as the notice specifies; or
 - (d) applying a Sanction.

Designated Fee Earners

- 2.27 You are required to have a document that identifies all staff, their current jobs, and lines of responsibility. This must cover all Designated Fee Earners and must show:
- (a) whether the fee-earner is a Duty Solicitor, Solicitor, an Accredited Representative, a Probationary Representative or other non-Solicitor personnel; and
 - (b) any fee-earner codings or PIN numbers used by them.
- 2.28 Where a Designated Fee Earner is an Accredited Representative, you must maintain a record of the evidence of compliance with the requirements needed to maintain Accredited Representative status.
- 2.29 The information required in Paragraphs 2.27 and 2.28 above must be retained on a personnel file for each Designated Fee Earner. Alternatively, you must retain the information for all staff together in a single location.
- 2.30 You must designate all fee earners who regularly undertake Contract Work under this Contract for you. For the purposes of designation only, you may disregard any fee-earning work (which may be Contract Work) which is basic or routine, such as the completion of standard forms, making routine telephone calls, and dispatching standard letters.
- 2.31 You do not have to designate staff who only occasionally undertake a limited amount of work i.e. less than three hours a month.
- 2.32 You must designate all Supervisors that carry out Contract Work, Duty Solicitors, Accredited Representatives and Probationary Representatives employed by you.
- 2.33 You must designate fee-earners not employed by you but whom you instruct regularly.

Percentage of Contract Work that must be performed by Designated Fee Earners

- 2.34 In relation to Contract Work we require:

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

2.35 We will assess compliance with Paragraph 2.34 over any period of not less than three months (but not exceeding 12 months). However, we will not do so until the number of equivalent cases undertaken or reported is at least 20.

Office requirements

2.36 Your Offices are specified in your Schedule. Your Schedule will confirm if you are eligible to undertake Duty Solicitor work from each specific Office.

2.37 Each Office specified in your Schedule must be located in England or Wales.

Individual Office requirements

2.38 Save, where you undertake Contract Work in the Prison Law Class only, each of your Offices (of which you must have at least one) must:

- (a) satisfy any professional requirements of your regulator and be registered as appropriate;
- (b) provide you with a constant right of access at any point during Business Hours;
- (c) be open and accessible to Clients, prospective Clients and other interested parties for at least 5 hours between 8am and 8pm on each Business Day and be permanently staffed by a representative of your organisation (who need not be directly employed by you) for the purpose of arranging appointments and other meetings and where appropriate arranging advice in emergency cases;
- (d) be able to arrange Client appointments on all days that the Office is open (subject to personnel availability);
- (e) contain suitable facilities to interview Clients, witnesses and any other persons in a private interview room; and
- (f) meet any relevant health and safety standards, quality standards, service standards together with additional standards set out in this Contract.

2.39 Where you undertake Contract Work in the Prison Law Class only at an Office it must:

- (a) satisfy any professional requirements of your Relevant Professional Body and be registered as appropriate;
- (b) contain suitable facilities to interview Clients, witnesses and any other persons in a private interview room where that is required; and

- (c) meet any relevant health and safety standards, quality standards, service standards together with additional standards set out in this Contract.

Storage of confidential information

- 2.40 Every Office which is used for the storage of confidential information such as Client files must be secure and meet Data Protection Legislation, Legal Aid Legislation and your professional obligations.

Shared and serviced Offices

- 2.41 Where you operate an Office in a shared building such as another legal services provider's premises or in a serviced office arrangement you must have a right of access to the Office for at least 5 hours between 8am and 8pm every Business Day for the purpose of providing face-to-face legal services at that Office. Any breach of this Paragraph is a Fundamental Breach and we may serve a notice on you terminating your Contract.

Contacting your Office(s)

- 2.42 Whenever the Office is open, Clients or prospective Clients who telephone must be able to arrange appointments and other meetings and where appropriate arranging advice in emergency cases.
- 2.43 When the Office is not open, Clients or prospective Clients who telephone must be able to access information about opening hours and who to contact in an emergency. This may be by use of a voice mail message system.
- 2.44 Where you undertake Contract Work in the Prison Law Class only at an Office, Clients or prospective Clients must be able to telephone you on Business Days during a minimum five-hour period between the hours of 8am and 8pm to arrange appointments etc.
- 2.45 You may operate a single or central contact number regardless of the number of Offices you maintain.
- 2.46 You may not use premium rate numbers.
- 2.47 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.

Excluded Arrangements

- 2.48 The following locations do not constitute an Office for the purposes of this Contract:
 - (a) hotels;
 - (b) vehicles;
 - (c) residential property;
 - (d) virtual offices or any such similar arrangement whereby all communication (written, electronic or by telephone) is referred to another location;

- (e) unless you undertake Contract Work in the Prison Law Class only at an Office serviced premises, shared premises or similar where you do not have exclusive use of a designated space meeting the requirements of Paragraph 2.38; or
- (f) serviced premises, shared premises or similar which are not staffed by a representative of your organisation (whether employed by you or not) who is able to arrange appointments and other meetings and where appropriate arranging advice in emergency cases.

Office moves

- 2.49 You must notify your Contract Manager as soon as reasonably practicable and as minimum 3 months prior to any change of location taking place if you propose to relocate any Office outside the postcode area(s) listed in your Schedule during the life of this Contract.
- 2.50 On receipt of notice pursuant to Paragraph 2.49 we will verify that the proposed relocated Office meets the requirements of this Contract and where this is the case:
- (a) we will update your Schedule to show your new Office address;
 - (b) we will remove you from membership of any Duty Schemes you are no longer eligible for by virtue of your new Office address; and
 - (c) we will notify you that you may apply to join any Duty Schemes you are eligible for by virtue of your new Office address using the process described in Section 6.
- 2.51 We will use reasonable endeavours to process Office relocation notifications to ensure your Schedule is updated prior to the relocation where you comply with Paragraph 2.49.

Additional Offices

- 2.52 At any point during the term of this Contract you may ask us to update your Schedule to include additional Offices in order to conduct Contract Work from them and, where you choose to do so, gain membership of any Duty Schemes the Office address is eligible for.
- 2.53 On receipt of notice pursuant to Paragraph 2.52 we will verify that the proposed additional Office meets the requirements of this Contract and where this is the case:
- (a) we will update your Schedule to show your new Office address; and
 - (b) we will notify you that you may apply to join any Duty Schemes you are eligible for by virtue of your new Office address using the process described in Section 6.

Duty schemes and relocated or additional Offices

- 2.54 Where you are eligible to join any Duty Scheme under Paragraphs 2.50 or 2.53, following successful assessment of your application and procedural requirements as specified in Section 6, you will be added to the relevant Duty Rota when it is next issued.

Referral arrangements

- 2.55 You must have appropriate arrangements in operation so that you can refer a Client or potential Client to another Provider where:
- (a) you do not provide the services that the Client requires;
 - (b) you have so much work that you are unable to provide appropriate services to a Client within a reasonable time;
 - (c) there is a conflict of interest between two or more Clients or potential Clients wishing to access your services; or
 - (d) you are required to make a referral under the professional conduct rules of your Relevant Professional Body.
- 2.56 If you need to refer a Client after you already have an established Client relationship, have undertaken work on a current case or hold case information or documents, you must inform the Client of any cost implication of referral. Information about Advice and Assistance already given and any relevant documentation must be forwarded to the new Provider.
- 2.57 Where you make a referral to another Provider you must ensure, so far as practicable, that the Provider is authorised by us to provide services in the Category of Law or Class most relevant to the Client's problem.
- 2.58 Where you refer an existing Client, such referral should be undertaken in a manner which does not prejudice the Client. You must also keep the Client informed in respect of the progress of such referral. If you are unable (or cease to be able) to perform Contract Work for Clients and you are unable to make any referral to another Provider, your procedures must ensure that you make reasonable endeavours to ensure that your Clients' rights are protected, that they suffer no damage and they are provided with all relevant information.

KPIs

- 2.59 The KPIs are set out in the table in Paragraph 2.65. However, if you do not satisfy a KPI we will not apply any Sanction unless this is authorised under the procedures set out in Clause 11.
- 2.60 The KPIs depend on fair and accurate recording and reporting to us. You must ensure you report appropriately in accordance with our forms and Contract Guide. Material or persistent failure to report outcomes appropriately may lead to Sanctions under Clause 24.
- 2.61 KPIs must be complied with both by your organisation as a whole and also by any Office for which we have issued you with a Schedule.
- 2.62 When assessing compliance with KPI 1 we will consider all relevant cases concluded and reported by you over any period of not less than three months (but not exceeding 12 months). We will consider cases over a period longer than three months if there are insufficient cases to satisfy the minimum volumes set out in Paragraph 2.64 or, if we are not satisfied that the volume of cases concluded within three months is sufficient to reach conclusions about your KPI compliance.
- 2.63 Where we have assessed your compliance with KPI 1 over a period ("the first period") under Paragraph 2.62, in any future assessment of your compliance with

that KPI we will not take into account any period which overlaps with the first period.

2.64 The minimum volume of cases we will take into account for the purposes of KPI 1 will be 20.

2.65 KPIs will be based on cases concluded within the Contract Period, including those started under any Previous Contract (where applicable).

KPI Number	The Key Performance Indicators that you must meet in performing Contract Work in any three month rolling period
1	<p>To avoid a reduction of more than 15% of your costs on Assessment on any of your Claims for:</p> <ul style="list-style-type: none"> • Police Station Advice and Assistance (Escape Fee Cases); • Free Standing Advice and Assistance Claims; • Advocacy Assistance Claims; • Magistrates’ court non-Standard Fees; • Prison Law Escape Fee Cases; • Prison Law non-Standard Fees. <p>If your costs are reduced by more than 15% on Assessment in any 3 month rolling period, then you have not met KPI 1.</p>
2	<p>To accept and deal appropriately with a minimum of 90% of communications (howsoever received) from the DSCC for Police Station Advice and Assistance when you are the allocated Provider on a Duty Solicitor Scheme Rota.</p> <p>If you do not accept 90% of communications from the DSCC in any three month rolling period when you are the allocated Provider on a Rota, then you have not met KPI 2.</p>
3	<p>To ensure that 95% or more of your Cases conclude before any change of Provider under the Contract.</p>