

Legal Services Commission

National Invitation to Tender for the delivery of Immigration Advice to individuals detained in Immigration Removal Centres

Information for Applicants

IFA REFERENCE: National004

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Section One: *Invitation to tender for the deliver of Immigration Removal Centre Advice (On site Surgery and Fast Track)*

1.1 Introduction

The numbers of people helped through early civil legally aided advice has risen by more than a third in two years, to more than 800,000 in 2006/7. The Legal Services Commission (the "LSC") is continuously looking for new and innovative ways of ensuring people gain access to justice what ever their circumstances. Following on from the LSC's Pilot Scheme we wish to commencing an open tendering exercise and invite tenders from organisations wishing to deliver Immigration Advice services for individuals detained at Immigration Removal Centres ("IRCs").

Most of the clients who will access this service are some of the most vulnerable people in our society and therefore we are looking for organisations with highly skilled Immigration Advisers who will be fully committed to delivering the specialist advice work required by the Scheme.

We are inviting tenders from applicants who can supply all immigration advice needs to those detained in the following IRC's:

- Campsfield
- Colnbrook
- Dover
- Harmondsworth
- Haslar
- Lindholme
- Tinsley House; and
- Yarl's Wood.

We are not tendering for advice services at Oakington at this time.

1.2 Your tender for each Immigration Removal Centre

You must consider the information contained in this document for each IRC you wish to tender to deliver services at.

For example, if you wish to tender to deliver services in Campsfield and Dover you must consider whether you meet the criteria in Section Two to deliver the services at each of those IRCs separately.

1.3 Evaluation of the Pilot Scheme

We would advice you to read the evaluation of the pilot scheme for full details of the background and operation of this service. The evaluation can be accessed through our website at:

http://www.legalservices.gov.uk/civil/docs_for_consultation/unified_contract_specification.asp

1.4 Summary of the Immigration Removal Centre Advice Scheme (On site Surgery and Fast Track) (“the Scheme”)

There are two parts to our Immigration Removal Centre Advice Scheme.

- **On Site Surgery at IRC**

First, we are looking for organisations to be on a rota each week (at each IRC) to give advice during On Site Surgeries for clients detained at the Immigration Removal Centres named above. All clients will be entitled to 30 minutes advice during these surgeries, irrespective of their means or the merits of their cases.

Organisations will bid for weeklong slots when their advisers are “on call” to provide either half day (1 - 4 clients) or full day (5+ clients) surgeries as required by the IRC selected by the bidders. It is anticipated that a full day surgery at any IRC will be for no more than 10 clients. The surgeries will be provided Monday to Friday only, however our experience from the pilot shows that most IRC run two surgeries per week.

The amount of surgeries each successful organisation is required to provide in each week at the IRC will depend on how many clients request advice during the week the organisation is on call. The IRC may run multiple surgeries in a week or alternatively none if there is very low demand. Unfortunately the frequency and numbers of clients are outside the control of both the Commission and the IRC and therefore you must have the ability to be flexible if tendering for this work.

Following a 30-minute advice session with the client you may continue to advise the client under Controlled Work (subject to the means test and application of the Funding Code Criteria – see Appendix Four for details of the provisions relating to this level of work). The organisation will be required to provide ongoing advice and representation to these clients and will receive additional Matter Starts for this work.

Your commitment will be to attend and provide these surgeries during your allotted week(s).

You will be paid an Attendance Rate for each half or full day surgery you attend. You will be paid under the terms of the Civil Specification for any Controlled Work under our Unified Contract.

- **Advice to clients detained under the Homes Office Fast Track Scheme**

Secondly, we are looking for organisations to be on a rota to attend, advise and represent clients going through the Fast Track Scheme at Harmondsworth and Yarls’ Wood IRCs only.

Your commitment would be to attend the IRC when requested (i.e. when your name comes up on the rota) to see clients through the Fast Track removal process.

You will be bidding for places on the rota, and the amount of work you receive from this rota place would depend on how many individuals require this service, and how many other organisations are on the rota.

This work will be Controlled Work under our Unified Contract and you will be paid at Hourly Rates under the terms of the Civil Specification for this work. In addition we will remunerate you with a fixed amount for each day you are on ‘Standby’ to receive calls from the Home Office with details of Fast Track clients.

Important Note: To be successful in your bid for this Fast Track advice work you must also be able to deliver On Site Surgeries at that IRC.

1.5 Unified Contract and duration of the Scheme

Subject to the terms of the Unified Contract under which this Scheme will operate, the Scheme will commence on 01 April 2008 and end on 31 March 2010.

We would also like to draw your attention to the **Appendices** and particularly new Providers to Appendix One which sets out background information about the LSC and the framework within which publicly funded civil work (including Controlled Work, is delivered – this information will be familiar to current Providers but should assist those who are tendering for a Unified Contract for the first time).

1.6 Draft Schedule for the Scheme

Appendix Four to this IFA contains the *draft* Schedule setting out the specific rules that will facilitate the operation of this Scheme. The terms in this Schedule are in addition to the Unified Contract Standard Terms and rules of the Specification.

We do not intend to alter the substantive content of this draft between now and when the Contract is awarded in January 2008, however if there are any amendments then we envisage that they will be minor.

1.7 Who are we looking to contract with?

The LSC has been contracting with organisations (known as our 'Providers') to deliver services since 2000. These organisations include firms of solicitors, Not for Profit advice agencies and other commercial organisations, all of who are welcome to tender to become part of the Scheme.

Equally, organisations do not need to be current Providers under a Unified Contract in order to apply, and new entrants to the market are welcome.

1.8 Important note for current Providers under the Unified Contract

If you are an existing Provider, and are interested in applying to tender for this additional work, then you must still complete the Tender Form, regardless of whether you are already delivering services in the Immigration Categories of Law.

1.9 Key date

Applicants should note that the deadline for submitting tenders is **4pm on Friday 4th of January**. This is a competitive tender and organisations must take care to ensure they:

1. Comply with the Conditions of Tender set out in Section Five; and
2. Demonstrate how they meet the relevant criterion contained in Section Two.

1.10 Using this Information for Applicants (IFA)

This IFA contains all the information you will need to submit your tender for this work. It contains information on how to tender, what the successful organisation would be expected to deliver and the criteria we will assess tenders against.

This IFA is split into **Five** sections for your ease of reference:

Section One contains further detail about the LSC's invitations to tender

Section Two contains the specific information about the individual service we are inviting tenders for and the criterion against which you must demonstrate your suitability in your Tender Form for each of the IRC you are seeking to deliver services at.

Section Three contains further information to assist you in tendering to become part of this Scheme.

Section Four contains information about this Tender Process e.g. how you must submit your tender. We recommend you study this section in detail to ensure your tender is made correctly.

Section Five contains the conditions of Tender and information on the Freedom of Information Act 2000.

1.11 Accessing information through our website

This IFA is designed to contain enough information for you to submit your tender. However you may wish to access the LSC's website www.legalservices.gov.uk for further detailed information about the LSC and civil contracting.

You may also download additional copies of the Tender Form for this exercise.

In particular, you may wish to access specific information on the LSC's civil work at www.legalservices.gov.uk/civil.asp and follow the links to the subject areas as set out below:

- The Unified Contract
- Quality and Performance
- Pilot Evaluation

1.12 Questions about this Tender Process

We hope that this IFA contains all of the information that you need, but if not, organisations are welcome to ask questions up to 5 pm on 14 December 2007. Our Regional Offices will be happy to respond to general questions on the background material of the Legal Service Commission and the civil contracting scheme.

However, questions on information contained in this document or which we consider to be of wider interest will be collated and answered centrally in writing, to ensure that all organisations and interested parties have equal access to the information in the answers. These questions and answers will be published regularly on our website (the final date any

questions and answers will be published will be 21 December 2007). All personal or identifying information will be removed prior to publication.

Questions should only be sent to the following dedicated email address:

immigration-services@legalservices.gov.uk

1.13 Are we willing to accept joint bids?

We appreciate that organisations may wish to join together or expand to put in tenders, e.g. if you think you are better able to meet our requirements that way. We have no objection to this but ultimately, we only wish to contract with a single legal entity for the purposes of providing these advice services.

However, we would not accept any arrangements under which the single legal entity:

- refers clients or passes work to another organisation by way of a subcontracting arrangement, with the effect that the clients become clients of the subcontractor rather than the main legal entity
- passes or attempts to pass any of its responsibilities for carrying out work covered by its tender to any other organisation

This does not preclude bidders from making arrangements for bringing in new expertise to their own organisation (e.g. by way of recruitment of staff, secondments from other organisations, consultants, agency workers) provided that at all times the bidder remains responsible for delivering all the Contract Work, the terms of the Unified Contract are met, and the client's retainer is always be with the single legal entity.

If you want to join up with others to form a new single legal entity to provide the advice services required, we shall not require you to do this before putting in your tender.

However, you would need to confirm to us in writing at the time you tender that this is the case, and confirm that should you be offered a contract the single legal entity will be in place to enter into the contract before 31 March 2008.

1.14 Conditions of the Tender Process and disclosure of information

It is important to note that the sensitivity of information is likely to change over time and therefore it is likely that general contract details would be disclosed once the selection process is complete. Where possible, we would consult with you before any disclosure was made. The rules of the tender process (including application and selection rules) contained in this Information for Applicants are not legally binding and no contract is formed between applicants and the LSC. However, this Information for Applicants, the Tender Form and documents submitted as part of your tender, will form part of the contract for the successful organisation.

The terms and conditions applying to submit a tender are set out at Section Five below.

Section Two: Invitation to Tender contained in this IFA

2.1 The service we want to deliver

This tender is for the provision of Immigration services in Immigration Removal Centres. You must demonstrate how you meet the Essential and Desirable Criteria for each of the IRC you wish to tender to deliver services at.

2.2 Criteria for all IRC contained in this Invitation to tender

Section 1 – Essential Criteria	
(Not listed in order of importance – all the essential criteria are equally important)	
Organisations must satisfy all the essential criteria in order to be move to the next stage where desirable criteria will be evaluated.	
A	Please confirm that you are able to deliver the service as set out in the IFA and contract from 1 st April 2008. In particular you must confirm that: <ul style="list-style-type: none">▪ You have sufficient Advisers to deliver the service;▪ You have a telephone System to deal with calls from the Home Office and IRC; and▪ You have access to a Translation Service
B	Each Immigration Adviser must be at least Level 2 (Senior Caseworker) under the Immigration and Asylum Accreditation Scheme to deliver On site Surgeries and advice to Fast Track Clients.
C	Organisations must have a Supervisor/s who will supervisor the work under the Scheme and are accessible for Immigration Advisers to contact during the Rota Week.
D	The organisation must pass, as a minimum, the preliminary stage of the SQM in Immigration prior to the date the service commences.
E	The organisation, on the written request of the LSC to repay money, must not have failed either to make proposals for repayment by any deadline set OR adhere to a repayment agreement.
F	The organisation must not be prevented from applying to the LSC by the terms of any written notice of termination or in the absence of any written terms the organisation must not have received a notice to terminate any contract between it and the LSC in the last two years.

G	Any organisation that currently holds a Unified Contract must not be operating under a confirmed Peer Review rating at 4 or 5 in any Categories of Law following conclusion of the Peer Review process.
H	<p>Success rate (Organisation that currently hold a Unified Contract)</p> <p>Where the Commission funds representation at the Asylum and Immigration Tribunal (AIT) your Contract Work success rate must equal or exceed the following:</p> <ol style="list-style-type: none"> I. Overall success rate of 40% in Immigration and Asylum cases (combined); and II. Success rate of 35% in Immigration cases; and III. Success rate of 35% in Asylum cases.

<p>Section 2 – Desirable Criteria</p> <p>(Not listed in order of importance – all the desirable criteria are equally important)</p> <p>Preference will be given to organisations that best meets the essential criteria in this section.</p>	
1	<p>Preference will be given to an organisation that can demonstrate through a realistic and effective plan how the number of Advisers and hours they will dedicate to this Scheme are sufficient to deliver the service at each IRC for which a tender has been submitted.</p> <p>In particular, we are looking for organisation that can demonstrate ability to effectively manage resources in controlled and reasonable manner so as to allow the service to respond to peaks and troughs in demand for advice under this Scheme.</p>
2	<p>Individuals seeking advice are likely to have complex immigration histories. It is an essential requirement that your advisers are accredited to Level 2 of the IAAS. However preference will be given to organisations that can demonstrate experience of delivering specialist advice services in Immigration by reference to the volume of and breadth advice provided (including but not limited to number of years and number of clients assisted).</p>
3	<p>Providing clients with prompt and accurate advice is fundamental to this Scheme. Equally we wish to ensure that public funds are focused on the provision of advice services.</p> <p>Preference will be given to organisation which tender to deliver work under the Scheme at with lower claims for travel time (not including travel costs) in</p>

	<p>getting to and from each IRC.</p> <p>For example, it may take an organisation 3 hours in actual return travel time to get to and return from the IRC however that organisation may wish to tender a maximum claim for travel time to a particular IRC of 1 hour.</p> <p>Please confirm what the maximum return travel time you would be willing to claim per day visit to each IRC you are bidding for is.</p>
4	<p>Preference will be given to an organisation that can demonstrate how it could provide detained individual with 'emergency' access to advice service outside of required hours within a Rota under this Scheme.</p> <p>Access to advice services outside of required hours within a Rota under this Scheme is not a requirement of this Scheme. However where a successful applicant has offered to provide additional services and has been successful through this tender process we shall include delivery of these additional services in the contract terms.</p>
5	<p>Preference will be given to Organisations that can deliver the services at more than 2 of the On Site Surgery IRC.</p> <p>An organisation that can demonstrate it can deliver the services at multiple IRC will be preferred.</p>
6	<p>In relation to the Harmondsworth and Yarl's Wood IRCs only, preference will be given to organisations that can supply sufficient advisers to deliver advice to all Clients who are placed on the Fast Track rota at the IRC in any one Attendance day.</p> <p>As guidance there are around nine places at Harmondsworth and Four at Yarl's Wood (Female Only Removal Centre) each Attendance Day (Monday – Friday).</p>

Section Three – Information to assist you in tendering for this Scheme

3.1 Background to the ‘Immigration Removal Centre Advice Scheme’

We have for a number of years had exclusive contracting arrangements with a number of providers to deliver specialist immigration advice to individuals who are subject to the Home Office Fast Track processes at Harmondsworth and Yarl’s Wood. There are also exclusive contracting arrangements in place at the Oakington Reception Centre.

In December 2005, we also piloted the provision of ‘on site’ immigration advice within other IRC’s. The pilot was introduced following concerns that there was an unmet need within the detention estate for immigration advice services. The purpose of the advice surgeries was to allow those who had not received advice or who no longer had an adviser, an opportunity to access advice.

The pilot scheme was evaluated and the evaluation can be found on our website at

http://www.legalservices.gov.uk/civil/docs_for_consultation/unified_contract_specification.asp

Following consultation¹ with representative groups and providers we decided that we would introduce exclusive contracting arrangements in IRC’s from October 2007. These arrangements will now start from 1 April 2008 following this tender exercise.

By providing immigration advice through exclusive contracting arrangements under the Unified Contract we will be able to ensure that individuals who are in detention will be able to access to advisers who can provide good quality, publicly funded legal advice.

3.2 How On Site Surgeries under the Scheme will operate

There are eight Immigration Removal Centres in which we want organisations to provide advice surgeries open to all clients (regardless of their means or the merits of their cases), and following on from this, a full immigration service under our Unified Contract for those clients who meet our eligibility requirements. We wish to invite tenders for On Site Surgeries at:

- Campsfield
- Colnbrook
- Dover
- Lindholme
- Tinsley House
- Haslar
- Harmondsworth*
- Yarl’s Wood*

*To deliver the service at these IRC organisations you must also be able to deliver services to Fast Track Clients (see section 3.3 below).

You must bid to provide the On Site Surgery in an IRC for at least one week in the Schedule year (e.g. out of 52 weeks) and may bid for up to 52 weeks in each IRC. You may bid to deliver the surgeries in one or all of the IRCs.

¹ ‘Legal Aid: a sustainable future’ published in July 2006

The advice surgeries operate on the basis of a maximum thirty-minute advice slot for each client. The purpose of the advice session is to ascertain the basic facts of the client's case and to make a decision as to what further action can be taken. Under the contract schedule you must also ensure that each client receives advice in relation to temporary admission and bail.

The number of advice surgeries that you will have to attend each week will depend on the demand for services and the number of organisations providing advice at the particular IRC. We do not guarantee any minimum amount of On Site Surgery work. It is anticipated that each IRC will require surgeries to take place, at a minimum, twice a week. Historically these will take place on Tuesdays and Thursdays. There is a maximum of ten appointments available for each surgery, therefore each IRC will probably offer at least twenty appointment slots per week.

Currently clients who wish to attend an advice surgery will attend the IRC library in order to have their name added to the rota sheet. The IRC library staff will then add the clients name to the rota. The rota will be faxed to the advice provider the day before the surgery.

3.3 How Fast Track Cases (Harmondsworth and Yarl's Wood only) will work under the Scheme.

The Fast Track scheme provides for clients' cases to be "fast tracked" through the immigration process. We are inviting organisations to be placed on a rota to attend the two Fast Track Centres to provide advice and representation to clients throughout this process.

Providers will be on 'Standby' on a particular day to receive calls from the Home Office in relation to Fast Track clients. The Home Office will advise organisations on Standby of Fast Track clients who require advice and assistance in preparation for the substantive interview to discuss their immigration status, which is usually conducted the following day, known as the Attendance Day. Successful bidders may receive a number of referral calls on the Standby Day (although we make no guarantee of the number of calls you will receive). This will oblige them to provide an Adviser for each referred client at the subsequent Attendance Day (or otherwise).

There are 45 potential Fast Track places each week at Harmondsworth and 20 at Yarl's Wood. Following the pilot scheme evaluation we expect that there are likely to be around **nine** clients each day at Harmondsworth and **four** at Yarl's Wood. We require that you have sufficient staff to take the relevant referrals on the Standby Day and have sufficient Caseworkers to see all of the referred clients on the Attendance Day (or otherwise).

The rota runs from Monday to Friday and excludes bank holidays. The setting up of rotas will be dependent on the number of successful applicants and the numbers of advisers available to provide work under the contract however we would favour an approach where one provider provided all advice services to fast track clients on a given day (i.e. both on the Standby Day and on the subsequent Attendance Day). When assessing the applications at the desirable stage we will favour providers who can demonstrate that they have sufficient advisers to provide advice to all potential referred clients (nine clients for Harmondsworth and four for Yarl's Wood).

3.4 Note for Providers regarding Yarl's Wood IRC

The Fast Track scheme at Yarl's Wood provides exclusively for female clients. When taking on clients under the fast track rota providers should have regard to the particular issue of gender and the guidelines that have been published in relation to this issue.

Providers would be expected to address the issues with the client and, if requested, to provide a female adviser. This would also extend to the services of a female interpreter where one is used. If you are tendering to provide advice services at Yarl's Wood you need to demonstrate in your bid how you will be able to comply with such a request, e.g. by giving a breakdown of the number of male to female advisers who will be providing advice to detainees.

3.5 Tendering for work at certain IRC

It is an essential criteria of this invitation to tender that you must be able to deliver an Onsite Surgery in at least one IRC. Further, if you are tendering to deliver services in either Harmondsworth or Yarl's Wood you must be able to deliver both the On Site Surgery and Fast Track service in the IRC (although you should note that you may not be accepted for both services at these IRC in the same volumes, or be rostered to provide the two services at these IRC on the same day)

In your Tender Form you must separately tender for each IRC that you wish to deliver services at. This means that you will have to complete separate Part B's for each IRC. Your tender must include details of how you meet both essential and desirable criteria for each relevant IRC.

You will be required to confirm:

On Site Surgery

- Name of IRC(s) you wish to deliver the service from; and
- Minimum and maximum numbers of weeks in a Schedule year that you wish to be placed on the rota for that IRC.

Fast Track Clients

- Name of the IRC(s) you wish to deliver the service from;
- Minimum and maximum numbers of weeks in the Schedule year you wish to be on the rota for;
- Minimum and maximum numbers of Standby days per week you wish to be on the rota for (please do not indicate a day of the week preference (i.e. Mondays and Thursdays) as we will not be able to accommodate such requests in scheduling the rotas; and
- Minimum and maximum numbers Fast Track Clients you wish to receive calls for on any Standby day.

For example only:

Harmondsworth – Information as to capacity of service your organisation can deliver.

Max number of weeks over a Schedule year (out of 52)	52/52
Min number of weeks over a Schedule year (out of 52)	26/52
Max number of Standby days in a rota week (out of 5)	5/5
Min number of Standby days in a rota week (out of 5)	3/5
Max number of clients on the Attendance Day	9/9 or all clients.
Min number of clients on the Attendance Day	3/9

3.6 Maximum number of organisation required for the Scheme

There is no maximum numbers of organisations that can apply to work under the Scheme.

3.7 Payment

Organisations will receive 2 types of fixed payment rates under this Scheme in addition to remuneration for any Controlled or Licensed Work. The fixed payment rates are as follows:

On Site Surgery

- Attendance Rate (full or half day) for attending the On Site Surgery to give 30 minutes advice to each client.

Fast Track

- Standby Rate for receiving calls from the Home Office in relation to Fast Track Clients.

Where the organisation undertakes Controlled Work on behalf of a client (either as a result of an onsite surgery or advising a Fast Track Client) this work will be paid for under the terms of the Unified Contract Civil Specification. Payments for work under a Schedule awarded as a result of this tender process will be made under the Exclusive Contracting provisions of Section 11 of the Unified Contract Specification (Immigration Category Specific) and will be paid at hourly rates.

Organisations should note that we only wish to enter into contracts with providers who are able to provide the full range of advice services in the Immigration Category of Law (see Appendix Three for the Commission Specialist Quality Mark definition).

For further detail please see the draft Schedule at Appendix Four

3.8 Accreditation status of all advisers

The Scheme requires advisers to have an in-depth knowledge of immigration and asylum law. Applicants must demonstrate that their accredited advisers have an in-depth knowledge of immigration and asylum law. Individuals may be subject to detention at any stage of their case. The types of cases are also likely to be wide ranging e.g. asylum applicants, applications under the Immigration rules, deportation.

Therefore all advisers who will work the Scheme will need to be accredited to at least Level 2 - Senior Caseworker - of the Immigration and Asylum Accreditation Scheme.

This requirement is subject to discretion to allow lower level caseworkers to work on Controlled work cases that arise within an On Site Surgery only (i.e. Advisers to Fast Track Clients must always be Level 2).

As part of the tender process we will favour those tenders that can demonstrate that their advisers have the experience of providing advice in immigration and asylum law. Many of the individuals seeking advice under the Scheme are likely to have been in the UK for some time and therefore knowledge and experience of previous immigration and asylum legislation will be necessary. This is particularly important given the necessity to accurately and promptly provide clients with advice in detention.

Providers must make contemporaneous, accurate, records of advice given to each detained individual, and to pass this advice to any other immigration adviser who is already acting for, or is subsequently instructed by, that individual.

3.9 Accepting instructions from individuals at IRC

Under the terms of the contract schedule, once you accept instructions from a client, these instructions are likely to continue, as a minimum, for as long as the client is in detention (e.g. until they get leave to remain, temporary admission or they are removed from the detention facility or the UK), unless the client specifically ceases to give instructions. You must therefore ensure that you have capacity to undertake the consequential casework from attending on site surgeries and we will assess this relative to other applicants.

The normal contract requirements apply in relation to means testing and the application of the Funding Code Criteria for Controlled Work with the exception of the on site surgeries where the maximum 30 minutes of advice is not means or merits tested.

3.10 Hours and location of services

Advice to clients is expected to be provided during normal office hours. Your Accredited advisers must be contactable during office hours they are on the Rota to accept calls from

Clients who require legal advice. Providers must also be available to accept calls from Home Office/ IRC staff. Home Office/ IRC staff will need to liaise with providers regarding Fast Track / On site surgery rota arrangements.

3.11 Emergency Cases

It is also desirable to have 'emergency' access to advice services outside of normal office days / hours, for example at the weekend. This would be to deal with emergency situations where for example removal was to take place. As part of this tendering exercise we will ask providers to demonstrate how they could provide such a service. For example this may be through giving a telephone number that clients can use to access advice Monday through to Sunday at specified times.

Access to advice services outside normal office hours is not a requirement of the Detention Advice contract schedule. Where a successful applicant has offered to provide additional services and has been successful through this tender process we are likely to include such an advice service within the Provider's contract.

3.12 Volumes of cases and flexibility

Data on volumes of cases referred from the IRC can be found in Appendix Five.

Currently detainees can access advice through the on site surgery arrangements or they can seek to instruct an adviser of their choice.

From 1 April 2008, subject to some exceptions, detainees seeking publicly funded advice will access advice services through those organisations who have been awarded contracts through this tender process.

It is anticipated that the demand for on site services will increase although we cannot guarantee that this will occur. In addition we required successful organisations to be willing to take on additional work were unforeseen circumstances cause a unfilled space in any rota.

Consequently we will require organisations to demonstrate how they will manage changes (both increases and decreases) in demand for the services at the IRC and will prefer to contract with providers who can demonstrate an ability to expand advice.

The numbers of clients held in the detention estate is constantly changing and there is no accurate way of estimating how many individuals will be detained at any one time. There may be times of limited movement within the detention estate and equally there may be times when the through put of clients in higher than normally expected. We therefore need providers who can demonstrate that they can offer flexibility and expand their service when required.

When submitting your application you must consider how many caseworkers you can offer to provide the range of advice services. It will be for you to decide how many caseworkers you can provide and how many you would additionally be able to make available if you needed to expand your services to deal with increased demand.

3.13 - Note on operating a On Site Surgery where the demand is low

Where the demand for a surgery is low the IRC and you may decide whether it is appropriate to operate a surgery or whether to advise clients individually by telephone or in person

without claiming for a full On Site Surgery. Providers must work in partnership with the Commission and ensure that public funds are properly and effectively spent. Where demand for a surgery is low you must ensure that you contact the clients to discuss their need for legal advice. It is likely that you will still need to attend the IRC, however as you will already have established the need for legal advice to be provided you will not be attending the client through the 'on site surgery' and therefore the payment and provision of advice will be through Controlled Work / Licensed Work (as appropriate to the circumstances of the case.)

3.14 Bail and Temporary Admission Applications

Under the contract you will need to consider making a temporary admission application and, if this is not successful, an application for bail (subject to the means test and application of the Funding Code Criteria being satisfied). It is anticipated that you will be making bail applications on a regular basis.

3.15 Translation Service

Providers must also have an ability to access to a Translation Service during the period that it is on the rota to take calls. This may be through existing established interpreting services or through telephone services.

The Commission will provide you with access to Language Line (telephone translation service) should you wish to instruct them, but under the Scheme you may use your own Translation Service and claim the cost as a disbursement under the terms of the contract.

3.16 Technical requirements

Organisation must have one central telephone number, which will be held by the Home Office, IRC and Commission and on which the advisers will be contactable. This may be a mobile telephone number. Your telephone system must also be able to respond to multiple calls. For example during peak periods, if an adviser is already taking a call but another call for advice is made to that number you must have a divert or messaging facility so that the call can be received.

3.17 Important note for new providers: No guarantee of work

The award of a Schedule to do work under this scheme does not guarantee a minimum amount of advice work under the Scheme. There is no guarantee that you will receive any calls requesting advice during your Rota Slots, as the volume of calls under this Scheme will depend on a number of factors outside of the Commission's control. While Suppliers contract with the LSC for payment for civil work, the LSC does not control the allocation of cases or work. Work is obtained under open market conditions, where clients are free to choose a legal representative of their choice to advise or represent them.

3.18 How will successful current Providers receive a contract for this work?

Organisations may only hold one Unified Contract with the LSC. Consequently, if you are successful, and your organisation already holds a Unified Contract you will have your

contract amended to include the additional new work awarded under this tender process. This amendment may be by way of a change to your current Office schedule or by the award of an additional Office Schedule.

As mentioned above, we are procuring additional work, and therefore there will be no change to the conditions under which you perform the work you are currently authorised to deliver.

3.19 How will successful new Providers receive a contract for this work?

Incoming new Providers will be awarded a Unified Contract authorising the organisation to carry out work under the Scheme as set out in the Schedule.

Section Four: The Tender Process

4.1 What documents must you need to prepare your tender?

Responses must be submitted in English and be word-processed for ease of reading.

Separate Part B's of the Tender Form must be submitted for each of the services you are applying for.

You should consider the documents set out below before completing your Tender Form.

- Information for Applicants;
- Unified Contract (accessible from our website); and
- Specialist Quality Mark

As part of your tender you must submit, for each service you wish to deliver:

- Tender Form (or separate Part B)
- Supervisor Self Declaration form for the Immigration Category of Law – this requests information about how the supervisor for publicly funded civil work will meet the supervisor requirements in the SQM (Note this document may be submitted hand written)

4.2 Considering the individual services we wish to procure

Section Two contains the individual Invitation to Tender which describe the particular type of services we wish the successful organisations to deliver. Should you be interested in delivering the services you must then demonstrate how you meet the criteria.

The criteria will be assessed through the questions set out in the Tender Form.

Please read the criteria carefully and ensure that you address all the points listed in your answers on the Tender Form.

4.3 Selection Criteria

The nature of the work means that we will be seeking to award contracts to those organisations that are able to offer the best service to clients through breadth of service, skilled and experienced staff and effective supervision arrangements.

We have split the selection criteria into two sections:

Section 1 – essential criteria (pass/fail barrier);

Section 2 – desirable criteria (enables us to choose between those that have satisfied the Essential Criteria)

For applicants that pass the Section 1 criteria, Section 2 contains desirable elements and which will be assessed relative to other applications. Your answers to the Section 2 questions will be taken into account on assessment. The various elements set out in Section 2 are “desirable” only.

Please ensure that you address all the points listed in the criteria in your answers on the Tender Form and that you answer every question on the form.

4.4 Scoring System

Essential Criteria

Any bid that fails to meet any of the Essential Criteria will not be considered further.

Essential Criteria will be assessed on the basis of pass or fail.

If you cannot meet the requirements of the Essential Criteria, you will not be offered a contract.

Desirable Criteria

Applications, which satisfy the Essential Criteria, will then be evaluated against the Desirable Criteria and that assessment will be made relative to other bids.

The Desirable Criteria will be assessed on a rating of 1 –5 – with '5' being a tender which bests meets the criteria and '1' being a tender which least meets the criteria.

4.5 Possible Interview Stage

If we consider it necessary or useful, we may invite some applicants to attend an interview at the Regional Office. We would ask those applicants to be represented by individuals who can demonstrate their commitment to the Scheme and their expertise.

Where we do this, applicants will be given no less than 3 working days notice by telephone if they are required to attend an interview.

4.6 Awarding contracts

Once we have ranked the bids according to the system set out above, we will award work to those organisations who have met the essential criteria, starting with highest ranking on desirable criteria, until we reach the maximum number of organisation for the Scheme.

4.7 Who will assess the tenders?

A panel of markers within the LSC will assess the Tenders.

4.8 The Tender Form

To apply, organisations must complete a Tender Form (or separate Part B) for each of the services they are tendering for.

We may corroborate the information given by existing Providers on your Tender Form with management information held by your regional office, although you must not assume we will make any enquires at all.

We will rely on the information that you provide on this Tender Form in evaluating the criteria, and it is essential that you complete the Tender Form fully and accurately so that you do not misrepresent your position. We may clarify the information you supply with you, although you should not assume that we will do so.

You should return to us:

- Your completed Tender Form (with any attached pages numbered sequentially - e.g. 1 of 6);
- Supervisor Declaration form/s (Note: your declaration form may be hand written)

The rules of this tendering exercise are set out in the Conditions of Tender in Section 5 and the closing date and time for tenders to be received is **4pm on Friday 4 January 2008**.

4.9 How to submit your Tender

Tenders may be delivered by hand or sent by recorded delivery/ guaranteed post, courier, tracked DX, or by email. **They should not be sent by ordinary post or DX as our experience is that these methods are not sufficiently reliable to ensure delivery and we will not accept late delivery by these methods as constituting “exceptional circumstances” under Condition of Tender 5.1. Faxed applications will not be accepted.**

If submitting your tender by email, please provide an email address to which we can acknowledge receipt. Unless you receive an email acknowledgement, you should not assume we have received your tender. We would advise you to email us **before 12.00 p.m. on Friday 4 January 2008** so that, if you do not receive an acknowledgement back from us, you can email it again before the 4pm deadline. If you would like to submit an email application please contact immigration-services@legalservices.gov.uk for a copy of the Application Form that can then be completed and submitted electronically. (Note: your application by email must include a signed declaration may be scanned and emailed).

It is your responsibility to check we have received your tender, however it was sent. Please note that we will not acknowledge receipt of any applications in writing. Please do not assume we have received your tender until you have telephoned us and we have confirmed receipt.

All applications, however sent, must be marked “Immigration Removal Centre Advice Scheme”– Private & Confidential - for the attention of Fiona Hannan”.

Please return postal applications to:

Immigration Policy Team
Legal Services Commission
12 Roger Street
London
WC1N 2JL

Unsuccessful organisations will be given written reasons as to why they were unsuccessful.

There will be no a right of appeal following receipt of this information.

**4.11
Timetable**

Stage	Activity	Timescale
Stage 1	Documents published <ul style="list-style-type: none"> ▪ Information for Applicants 	Monday 19 November 2007
Stage 2	Closing date for tenders to be received.	4pm on Friday 4 January 2008
Stage 3	Possible Interviews (3 days notice)	28 January 2008
Stage 4	Final date decisions made, offer and rejections letter sent.	W/c 4 February 2008
Stage 5	Revised Unified Contract Schedules (for existing providers) or new Unified Contracts (for new providers) issued.	15 February 2008
Stage 6	Commencement of Service	1 April 2008

Section Five: Conditions of tender and Freedom of Information Act 2000

- 5.1 Tender Forms will be received until 16.00 on the closing date (Friday 4th of January 2008). No Tender Forms will be accepted after this time unless there are exceptional circumstances as defined in condition 2 below. Outside these exceptional circumstances we will not consider any late responses nor will we consider requests for extension of the time or date fixed for the submission of responses.
- 5.2 “Exceptional circumstances” means a cause which prevents the applicant from meeting the stated time and date for submission of applications and which is directly attributable to an event or accident which:
- (a) was beyond the actual contemplation of the organisation concerned;
 - (b) would ordinarily be beyond the contemplation of a reasonable organisation; and
 - (c) the impact of the event or accident on the delay was not attributable to any act or omission of the organisation.
- For example, act of God, war or national emergency, acts of terrorism, fire, flood, or storm.
- 5.3 All applications shall be signed by a duly authorised director, partner or designated member of the applicant.
- 5.4 We reserve the right to amend the Conditions of Tender, the Tender process/procedure and/or the selection criteria, at any time in writing before or after the application closing date, by giving general notice on our website.
- 5.5 It is the obligation of applicants to make sure that their Tender Form is fully and accurately completed and accompanied by the appropriate documents. We are under no obligation to contact you to clarify your tender or to obtain missing information or documents. It may not be possible to consider a tender if incomplete information is given at the time of tender, or if any particulars and data asked for in the Information for Applicants or Tender Form are not provided in full.
- 5.6 We reserve the right to take into account any knowledge of an organisation that we may have, but organisations should not assume that any such information will be taken into account and should restate it on their Tender Form if they consider it relevant. For organisations that already hold a Unified Contract, we may corroborate the information given on your Tender Form with your regional office.
- 5.7 You are required to reply to all questions on the Tender Form, even if you have previously provided this information or if you think we are already aware of it (e.g. if you hold an existing contract with us). This is to ensure that we can compare each application and applicant in a fair, like-for-like and reasonable manner.
- 5.8 We may request organisations to give additional information/clarification at any time during the Tender process. You should be prepared to discuss any aspect of your response with us.
- 5.9 Any questions and answers posted on our website during the Tender process (or before) will not form part of the contract.

- 5.10 After evaluation is complete, we will retain copies of all responses to satisfy our audit obligations and for other purposes in accordance with condition 21 below.
- 5.11 We reserve the right to cancel this invitation in its entirety, at any time at our absolute discretion.
- 5.12 If you are successful your application and any documents submitted as part of the application, will form part of your Unified Contract.
- 5.13 Tender Forms are submitted on the conditions stated in this Information for Applicants (as may be amended). Tender Forms submitted subject to additional or alternative conditions may be rejected on the grounds of such conditions alone.
- 5.14 By submitting a Tender Form, you are agreeing to be bound by the terms and conditions in the Unified Contract if you are awarded one.
- 5.15 There is no right of appeal for unsuccessful candidates.
- 5.16 Organisations will be responsible for and bear all of their own costs, liabilities and expenses which may be incurred in the preparation of their responses or any subsequent application arrangements, regardless of whether a contract is awarded.
- 5.17 All intellectual property rights in this Information for Applicants, associated documents, Tender Forms, and Contract Documents are and shall remain our property.
- 5.18 The information contained in the Information for Applicants does not purport to contain all of the information, which an organisation may require. While we have taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this document are true and accurate in all material respects, we do not make any representation or warranty as to the accuracy or completeness or otherwise of this document, or the reasonableness of any assumptions on which this document may be based. All information supplied by us to organisations, including that within this document, is subject to organisations' own due diligence. We accept no liability to organisations whatsoever resulting from the use of this document, or any omissions from or deficiencies in this document.
- 5.19 Organisations should note that any quantities or volumes contained in the Information for Applicants are for indicative purposes only and any future quantities or volumes may vary from those stated. The award of a Unified Contract does not guarantee a minimum amount of contract work. While Providers contract with the LSC for payment for civil work, the LSC does not control the allocation of cases or work. Providers that are awarded a Unified Contract will be authorised to undertake work under the Scheme and subject to any bespoke contracting conditions set out in the Contract's Office Schedule. Beyond this, work is obtained under open market conditions, where clients are free to choose a legal representative of their choice to advise or represent them.
- 5.20 It is your responsibility to obtain at your own expense all additional information necessary for the preparation of your response to the application documents. No claims of insufficient knowledge will be entertained.
- 5.21 We may use the information included in your response for any reasonable purpose connected with this application exercise.

5.22 Any organisation who directly or indirectly canvasses any employee of the LSC concerning the award of the contract(s) will be disqualified.

5.23 All organisations are recommended to seek their own financial and legal advice.

5.24 Confidentiality

Applicants must treat the tender documents (the Information for Applicants and all documents referred to in the Information for Applicants) as confidential. These documents are issued solely for the purpose of enabling an application to be completed and may not be used for any other purpose. Organisations shall ensure that all third parties to whom disclosure is made shall keep the application documents confidential and not disclose them to any other third party except as set out above.

5.25 Freedom of Information Act 2000

Applicants should note that under the Freedom of Information Act 2000 ("the Act"), we may be required to disclose details of your application to third parties, either during or after the application process. We can only withhold information where it is covered by a valid exemption as set out in the Act.

If you are concerned about possible disclosure you should clearly identify the specific parts of your application and supporting documentation that you consider commercially sensitive or confidential (within the meaning of the Act), the harm that disclosure may cause and an estimated timescale of that sensitivity.

You should be aware, however, that the receipt by us of information marked confidential does not mean that we accept any duty of confidence in relation to that marking. Neither do we guarantee that information identified by you will not be disclosed, especially where the public interest favours disclosure.

It is important to note that the sensitivity of information is likely to change over time and therefore it is likely that general contract details would be disclosed once the selection process is complete. Where possible, we would consult with you before any disclosure was made. The rules of the tender process (including application and selection rules) contained in this Information for Applicants are not legally binding and no contract is formed between applicants and the LSC. However, this Information for Applicants, the Tender Form and documents submitted as part of the Tender, will form part of the contract for the successful Tenderer.

Appendix One: Background information about the LSC and civil contracting

A. The Legal Services Commission

The LSC is responsible for the provision of civil and criminal legal aid in England and Wales. Our clients are often vulnerable and socially excluded people who may have a variety of problems in areas such as benefits and tax credits, debt or crime. Through the provision of information, advice and legal representation, we help around two million people each year to get access to justice.

The LSC was established under the Access to Justice Act 1999, replacing the Legal Aid Board in April 2000. We are a non-departmental public body sponsored by the Ministry of Justice. The Secretary of State for Justice is accountable to Parliament for our activities and performance. With a head office in London, the LSC currently employs some 1,650 staff in 15 offices across England and Wales. A board of independent Commissioners oversees its work.

The LSC must provide evidence to Parliament each year that it has successfully met its four statutory responsibilities, which are:

- **Maintaining and developing the Community Legal Service and the Criminal Defence Service;**
- **Funding legal and advice services in England and Wales;**
- **Identifying where there are unmet legal and advice needs; and**
- **Developing providers and innovative services to meet the priority needs identified.**

Legal services are delivered through two schemes: the Criminal Defence Service and the Community Legal Service (which administers civil categories of publicly funded legal advice).

B. The Community Legal Service (“CLS”)

The Community Legal Service (“CLS”) consists of a network of legal and advice funders and providers across government and the private and voluntary sectors. The network includes solicitors and citizens advice bureaux, law centres and other community organisations, which have achieved the LSC’s own ‘Quality Mark’. In addition to individual organisations, the LSC is also working with local councils to set up of Community Legal Advice Networks and Centers to address those clients whom research has shown generally have ‘clusters’ of problems.

Through the CLS, people can access relevant, high quality information, advice and assistance to help with matters as wide ranging as mental health, debt, asylum, housing, employment, community care and education.

Help on offer varies according to the nature of the problem. It may take the form of basic advice, information leaflets or signposting to other services, some of which are funded by local authorities and other government departments. It may also involve specialist advice, including taking cases to court when necessary, with legal aid funding available to those who are eligible.

The publicly funded civil work that may be carried out under our contracts is determined by our Funding Code which can be found at www.legalservices.gov.uk (CLS>civil legal aid eligibility) and is governed by the terms of the Unified Contract. An outline of our civil contracting scheme can be found at the introduction to the Specification of the Unified Contract.

C. Reform Programme

The LSC and its sponsoring department (the Ministry of Justice) are currently going through a reform programme following Lord Carter's Review of Legal Aid Procurement (Legal Aid: A Market based approach to reform). The key document setting out the Reform Programme is 'Legal Aid Reform: The Way Ahead (Cm6993 – available on our website). Under the Comprehensive Spending Review 2007, reform of legal aid will deliver annual net cash-releasing savings of £193 million by 2010-11. Key to the reform programme for civil, is the need to modernise legal aid procurement by moving to fixed and graduated fees where possible. The first step has already been taken by the introduction of the fixed fee scheme for some contract work from 1 October 2007.

D. Funding Code

The Funding Code is the set of rules used to decide which individual cases are to be funded by the LSC as part of the Community Legal Service.

The Funding Code Criteria define what services the LSC will fund, ranging from basic legal advice to representation in court proceedings. Different criteria are set for different types of case according to the Lord Chancellor's priorities.

The Funding Code Procedures set out how the LSC takes decisions about the funding of services as part of the Community Legal Service. For further information see http://www.legalservices.gov.uk/civil/how/funding_code.asp

E. Levels of Funding Available

All Civil Contract Work is either:

- Controlled Work; or
- Licensed Work

Controlled Work consists of work classified as advice and assistance to clients. In most categories controlled work does not authorise clients to be represented by their legal adviser however, some representation at tribunals is allowed in the Mental Health and Immigration categories.

In non-Family cases there are 3 Levels of Service for Controlled Work:

- Legal Help
- Help at Court
- Controlled Legal Representation (or "CLR") which is Legal Representation:
 - o Before a Mental Health Review Tribunal;
 - o Before the Asylum and Immigration Tribunal;
 - o Before the High Court in relation to applications under section 103A of the Nationality, Immigration and Asylum Act 2002; or
 - o Provided by a Community Legal Advice Centre or Network and authorised under a separate contract to be funded as Controlled Work.

In Family cases Controlled Work covers:

- Legal Help
- Family Help (Lower)

- Legal Representation provided by a Community Legal Advice Centre or Network and authorised under a separate contract to be funded as Controlled Work

Licensed Work covers all Legal Representation other than CLR or services funded by Individual Case Contracts. In Non Family cases Legal Representation can take the form of either Investigative Help or Full Representation. In Family cases, Licensed Work covers Family Help (Higher) and Legal Representation other than provided by Individual Case Contracts.

The Unified Contract operates as a licence for providers to undertake Licensed Work, normally subject to us approving your client's application and subject to any limits we may place on the volume of Licensed Work cases you may start. For Licensed Work most decisions to allow you to take on a case and provide publicly funded services are taken by us through our Regional Offices, but you may also be devolved important powers such as the power to grant funding yourself in urgent cases.

F. Civil Contracting

The following outline of the civil contracting scheme is intended as a general introduction for new applicants and describes the current scheme and the LSC main Unified Contract which underpins the scheme.

The Commission contracts with organisations (referred to as 'Providers') to provide services within the terms of the Unified Contract which defines the legal aid work that a provider may undertake for clients.

For Controlled Work the decisions to provide services are generally taken by the Provider on the LSC's behalf, however this is subject to any controls regarding the number of cases a Provider may be authorised to start through the allocation in the Unified Contract's Office Schedule. Providers generally have the LSC's authority to commence Legal Help and Help at Court Matter Starts without further permission, provided they have sufficient Matter Starts available.

G. The Unified Contract

The Unified Contract sets out our standard terms, bespoke office schedules (which set out the services which a provider may deliver), the Specification and relevant Quality Mark information. All providers must achieve the Specialist Quality Mark standard in order to contract with the LSC, and therefore any successful tenderer who currently does not hold a Unified Contract will be awarded a contract on the condition that these standards are met within a prescribed period.

Structure of the Unified Contract

Structure of the Contract	
Contract Document	Main areas
1. Contract for Signature	(a) the parties to the Contract (b) terms on liabilities of parties (c) overall payments
2. Office Schedule/S	We will issue you with Office Schedule/s from the date you commence the contract work. The Office Schedules will set out: (a) The Legal Services you must undertake during each Contract Year (or as

	pro-rated) and other conditions of the of the Contract (b) Payments and any Performance Standards for that year
3. Your tender	It is a term of this Contract that you comply with your Tender submitted in response to the Information for Applicants including any Letters of Clarification.
4. Information for Applicants	The requirements set out in the Information for Applicants are terms of this Contract.
5. Standard Terms	These are the LSC's Unified Contract Standard Terms, which cover our relationship with you and apply to all providers.
6. Annexes to the Standard Terms	There are 8 annexes to the Standard Terms which cover: Annex A: Liaison Annex Annex B: Media Annex Annex C: Equality and diversity Annex D: Client Service Annex E: Monitoring Annex Annex F: Approved Personnel and Supervisors Annex Annex G: Key Performance Indicators Annex Annex H: Fundamental Breach Annex
7. Contract Specification	This covers the way you should undertake Specialist/Controlled Work and Representation/Licensed Work for Clients.

H Payment and reconciliation

The remuneration systems and payment rates for work under the Unified Contract are set out in the Specification (Payment Annex).

On a monthly basis, Providers compile and submit a claim to the LSC detailing the value of cases completed that month. Payment for Controlled work from 1 October is made through the LSC's Fixed Fee Scheme except for work carried out in the Mental Health category of law, which will continue to be paid under the previous Tailored Fixed Fee scheme. Organisations should note that the Unified Contract Specification from 1 October 2007 is available on our website at www.legalservices.gov.uk, CLS>The Unified Contract.

Under the Contract providers are paid a monthly amount for Controlled work based on the average value of these monthly claims. This is called the Standard Monthly Payment (SMP).

Licensed Work is paid as Providers submit individual claims. The Contract provides for periodic review, or reconciliation, of the Standard Monthly Payment against a Provider's individual claiming profile, and the LSC Account Manager looking after the Provider may alter the SMP from time to time to ensure payments are kept roughly in line with claims.

I. Information on the legal challenge to the LSC's Unified Contract

(R (oao Law Society) v Legal Services Commission and Others [2007] EWHC 1848)

As part of the reforms to the Community Legal Service (CLS), the LSC introduced the Unified Contract to replace former General Civil and Not-for-Profit contracts in April 2007. The Law Society subsequently issued judicial review proceedings in relation to that contract, seeking a declaration that the LSC's unilateral power to amend the contract was in breach of the Public

Contracts Regulations 2006. Judgment was handed down on 27 July 2007, the court holding that the Regulations applied, the powers of amendment complied with the requirement of transparency in reg. 4(3) of the Regulations but that the power to amend the technical specifications (as defined in the Regulations) did not comply with the requirements of reg.9.

All parties are appealing the judgment and have applied for expedition, however the outcome does not affect the LSC ability to tender for this additional work. However all applicants should note that clause 13.2 of the Contract Standard Terms gives the LSC the power to:

“...make such amendments to this Contract as we consider necessary in the circumstances to comply with, or take account of, any U.K. legislation or any EU legislation having direct effect, or as a result of any decision of a U.K. court or tribunal, or a decision of the European Court of Human Rights or of the European Court of Justice or any other institution of the European Union, or to comply with the requirements of any regulatory body or tax or similar authority.

Such amendments may include without limitation:

- (a) amendments to any of the terms of a Schedule;*
- (b) changes to payment provisions;*
- (c) imposing controls not previously imposed;*
- (d) excluding from this Contract any description of Contract Work; and*
- (e) amending procedures in the Specification.”*

Appendix Two - Specialist Quality Mark (SQM) Definitions in the Immigration Category of Law

1. Legal Help concerning immigration, nationality, asylum, deportation or terms of entry or stay in the United Kingdom.
2. Proceedings before the Asylum and Immigration Tribunal, and thereafter before the High Court, Court of Appeal or the House of Lords.

Appendix Three– Glossary of Terms

“*Category of Law*” or “*Category*” or “*Category of Work*” means a category of law defined in the Funding Code (and which may be described in the Funding Code as an “SQM Category”) and any reference to any Category of Law by name alone e.g. “Family” implies the words “Category of Law” immediately following it;

‘*Office Schedule*’ means an Office Schedule authorising Civil Contract Work;

“*Community Legal Service*” (or “*CLS*”) has the meaning given in section 4 of the Act;

“*Contract*” means this LSC Unified Contract between you and us which consists of the Contract Documents;

“*Controlled Work*” has the meaning defined in the Funding Code;

“*Funding Code*” means the code published under section 8 of the Act, including its criteria, procedures and guidance;

Invitation to Tender means any document headed as such in Section Two which sets out the services the LSC is seeking to procure;

“*Licensed Work*” means all Civil Contract Work except that which is Controlled Work;

“*LSC*” means the Legal Services Commission;

“*Matter Start*” means the start of a Controlled Work matter;

“*Reform of the Legal Aid Scheme*” means such reforms as we may wish to implement in order better to comply with our statutory duties or fulfill our statutory functions including (a) such changes as we wish to make to, or as are related to, the CLS, CDS, or both, consequent on, or related to, the paper “Legal Aid Reform: the Way Ahead Cm 6993”; or (b) new approaches to procurement and contracting for the provision of publicly funded legal services;

‘*Procurement Area*’ means the geographical area in England and Wales designated as procurement area by the LSC;

“*Specialist Quality Mark*” means the quality assurance standard published by us from time to time which all Providers must meet to hold a contract with the LSC;

‘*Tender*’ means an offer by a organisation to deliver the work contained in a Invitation to Tender;

Tender Process means the process contained in this IFA setting out how you must submit your tender;

‘*Tender Form*’ means the designated form on which Organisation must tender for work.

Appendix Four – “Immigration Removal Centre Advice Scheme’ Schedule (Pages 31 – 52)

Legal Services Commission

Unified Contract Number []

DRAFT Immigration Removal Centre Advice Scheme (On Site Surgery and Fast Track)

Schedule Number []

Name of Supplier	
------------------	--

TABLE 1 – SCHEDULE DATES			
Schedule Start Date	1 April 2008	Schedule End Date	31 March 2009

TABLE 2 – ON SITE SURGERY (Matter Start Allocation)			
Name of the Immigration Removal Centre	Max Controlled Work Matter Starts	Min Controlled Work Matter Starts	Number Rota Weeks during Schedule
[Name]	[Number]	[Number]	
[Name]	[Number]	[Number]	

TABLE 3 – FAST TRACK (Matter Start Allocation)			
Name of the Immigration Removal Centre	Max Controlled Work Matter Starts	Min Controlled Work Matter Starts	Number Standby Days during Schedule
[Name]	[Number]	[Number]	
[Name]	[Number]	[Number]	

TABLE 4 – SCHEDULE PAYMENT LIMIT AND STANDARD MONTHLY PAYMENT			
Your Schedule Payment Limit is	£ (Inc. VAT)	Your Standard Monthly Payment is	£ (Inc. VAT)

Immigration Removal Centre Advice Scheme (On Site Surgery and Fast Track)

Contents

Section One - Introduction

Background

Aims of the Scheme

Summary of Advice to be delivered under this Scheme

Unified Contract Terms applying to this Scheme

Section Two – Rules

- 1) Interpretation
- 2) Key Conditions of performing advice work under this Scheme
- 3) Accreditation Level of Advisers under this Scheme
- 4) Means testing at an On Site Surgery
- 5) Controlled Work and Licensed Work under this Schedule
- 6) Rotas
 - On Site Surgery rota
 - Fast Track rota
- 7) Attending and taking instructions (On Site Surgery)
- 8) Attending and taking instructions (Fast Track Clients)
- 9) Where the Client is already represented (Exceptions to the Provision of exclusive advice)
- 10) Where your Client is released from detention (Exceptions to the Provision of exclusive advice)
- 11) Procedures to deal with emergency cases at the IRC
- 12) Referrals and declining instructions from Clients under this Scheme
- 13) Bail and Temporary Admissions
- 14) Reporting under this Scheme
- 15) Use of Agent
- 16) Rates of Payment
- 17) Submitting your Claims
- 18) Key Performance Indicator - Immigration and Asylum (Success Rates)

Annexes to this Schedule

A – Rates of Payment

B – Monitoring and Performance

Section One – Introduction

Background

- A. This is a Unified Contract Schedule (“Schedule”) granting you the right to perform work under the Immigration Removal Centre Advice Scheme (the “Scheme”) the details of which are set out below.
- B. This Scheme is an immigration advice scheme under which you will provide legal advice to individuals detained at Immigration Removal Centres (“IRC”) through:
- On Site Surgeries; and
 - The Fast Track Scheme
- C. The scope of this Scheme is to ensure that individuals detained at IRCs have access to an Accredited Adviser who can provide advice and assistance (and in some cases full representation) in relation to immigration matters.
- D. Under the terms of this Schedule, you are required to provide On Site Surgery(ies) at a IRC when you are on the Rota, and will receive an allocation of “Immigration Asylum or Non Asylum” Matter Starts under which Controlled Work can be given to detained Clients. For the avoidance of doubt you should note that this Controlled Work will be paid under Exclusive Contracting arrangements as set out in Section 11 of the Civil Specification.
- E. If Table 3 above is completed you are also required to provide Controlled Work to Clients on the Fast Track Scheme at the locations indicated, on the basis set out in this Schedule.

Aims of the Scheme

Through this Scheme we wish to achieve the following aims:

- To create an accessible, independent, quality assured and integrated legal advice and representation service for individuals detained at an IRC;
- To ensure that services provided by suppliers at the IRC meet the needs and priorities of the individuals detained; and
- To deliver the best possible value for money service.

Summary of Advice to be provided under this Scheme

You must be able to provide the following full range of Immigration legal advice services as set out in the SQM to Clients:

1. On Site Surgery Advice (maximum of 30 minutes legal advice on Immigration matters regardless of means or merits)

Controlled Work:

2. in relation to temporary admission / Chief Immigration Office Bail / Bail (AIT or other appropriate court)
3. in relation to an immigration and/ or asylum application
4. in relation to an immigration and/ or asylum appeal
5. for those detained under the Fast Track Scheme

Licensed Work

- 6 In addition to the range of services listed above you should also be able to provide Clients with access to the full range of services required to pursue their case including the remedies of Judicial Review and where appropriate injunctive relief.

All Licensed Work will be performed under the terms of your Civil Office Schedule.

Contract Terms which apply to this Scheme

The Unified Contract Standard Terms and Civil Specification apply to the Controlled Work and Licensed Work undertaken as part of this Scheme unless otherwise stated.

You should read this Schedule in conjunction with the Unified Contract Standard Terms and Civil Specification and in particular Section 11 (Immigration Category Specific Rules) where you will find in particular rules on:

- Claiming disbursements
- Means and merits testing for Immigration Controlled Work
- Levels of service under Immigration Controlled Work
- Referrals
- Providing Translation Services

The terms of this Schedule take precedence over any terms in the other Contract Documents if there is any conflict between them.

Section Two – The Scheme

1 Interpretation

Definitions set out in the Unified Contract apply to this Schedule.

In addition, the words and phrases defined and set out below apply:

“Accredited Adviser” or “Adviser” means an adviser who is Approved Personal employed by you to carry out work under this Schedule, and who must be accredited to at least Level 2 (Senior Caseworker) of the Immigration and Asylum Accreditation Scheme (except where permitted otherwise).

“AIT” means the Asylum and Immigration Tribunal which was formed in April 2005 to hear and decide appeals against decisions made by the Home Office in matters of asylum, immigration and nationality. It also considers applications made for bail by individuals who are detained under Immigration Act powers.

“Attendance Day” means the day under the Fast Track Scheme when the Client has their ‘Substantive Interview’. (Usually the day after the Supplier has been on Standby and received calls from the Home Office).

“On Site Surgery Attendance Rate” means the rate (half or full day) payable for attendance to provide advice at an IRC On Site Surgery.

“Bail” means an application to the appropriate court for an individual's release from detention when detained under Immigration Act powers.

“Client” means in the context of this Schedule only, all persons for whom you may undertake Contract Work under this Schedule whether or not they are Eligible Persons.

“Fast Track Scheme” means the Home Office scheme used for the processing of specified asylum applications.

“Fast Track Rota Week” means the Rota issued to you usually divided into weeks and specifying the days (Monday to Friday) when you are on Standby and/or must be available to attend a Client's Substantive Interview at the IRC.

“Fast Track Client” means an individual detained under the Home Office Fast Track Scheme.

“Immigration Removal Centre” or “IRC” means a centre at which asylum seekers are detained either prior to removal or for the processing of their asylum claim.

“Immigration and Asylum Accreditation Scheme” (IAAS) means the Solicitor Regulatory Authority's accreditation scheme under which all immigration Suppliers conducting casework in the immigration category must be accredited in order to claim publicly funded work.

“On Site Surgery/ies” means the advice surgery at the IRC which under a Rota you are required to attend to give Client a maximum of 30 minutes advice.

“On Site Surgery Rota” means the Rota issued to you showing the weeks (Monday to Friday) during the Schedule period when you have to provide Adviser/s to attend an IRC to provide an On Site Surgery.

“*Rota*” means a rota (On Site Surgery or Fast Track) issued under this Schedule allocating work or responsibilities relating to On Site Surgery(ies) or Fast Track Scheme(s).

“*Scheme*” means this Immigration Removal Centre Advice Scheme established by the Commission.

“*Standby*” means the defined period during the Fast Track Rota Week where you must have an Adviser/s able to attend a Removal Centre to advise Fast Track Clients.

“*Substantive Interview*” means the interview conducted by the Home Office in relation to the Fast Track Client’s claim for asylum (usually conducted the day after the Supplier is given details of the Client whilst on Standby).

“*Temporary admission*” / “*Temporary release*” means an application made to the Home Office for the release from detention of an individual.

“*Work Restrictions*” means the IAAS Work restrictions, which have been issued by us.

2. Key Conditions of performing advice work under this Scheme

- 2.1 You must perform all the work under this Scheme in accordance with the terms of this Contract, however this section contains the key conditions of this Scheme.
- 2.2 An appropriate level of Accredited Adviser must be used at all time to advise Clients under this Scheme.
- 2.3 You must ensure you have sufficient numbers of Immigration Advisers available to meet your obligations under a Rota to this Schedule.
- 2.4 When attending a Client under the Scheme, an Adviser must always advise a Client in relation to temporary admission and bail and record the outcome of this advice on the file.
- 2.5 You must have a fully operational fax and telephone system on which the Home Office, IRC or we can contact you with information regarding Rotas, Clients etc.
- 2.6 You must make claims for all work covered by this Schedule on the payment basis set out below.

3. Accreditation Level of Advisers under this Scheme

- 3.1 All Advisers (“Advisers”) providing advice under this Scheme at an IRC must be accredited in accordance with the requirements of the Immigration and Asylum Accreditation Scheme (IAAS) as required by rule 11.77 of the Civil Specification. The requirements are above those stated in the IAAS Work Restrictions.
- 3.2 When providing advice through this Schedule to either Client during an On Site Surgery, and those whose claims are decided through the Fast Track process, only Advisers accredited to Level 2 –Senior Caseworker - of the IAAS may perform advice work.
- 3.3 The Adviser must always initially provide advice to a Client who attends an On Site Surgery as they may have a complex immigration history that need to be assessed. However, once the Client’s case has been assessed and where appropriate Controlled Work commences then the matter may be referred to another of your accredited advisers.
- 3.4 You must always ensure that the Adviser is accredited to the appropriate level of the IAAS to undertake the work required.
- 3.5 A summary of levels of Adviser permitted to under take work under this Scheme is set out below:

	On Site Surgery (30 Mins advice only)	Controlled Work resulting from an On Site Surgery	Controlled Work resulting from the Fast Track Scheme
Level of Adviser	Level 2 and above	Level 1 and above	Level 2 and above

4.Means & merits testing at an On Site Surgery

4.1 You may provide a maximum of 30 minutes advice to a Client at an On Site Surgery. By the conclusion of the Client's advice session you must have applied the appropriate assessment of means and of the Funding Code Criteria to the matter to ascertain whether you are able to continue to advise the Client under Controlled Work.

5. Controlled Work and Licensed Work under this Schedule

5.1 This Schedule entitles you to provide Controlled Work to Clients either resulting from an On Site Surgery or referred to you through the Fast Track Scheme.

5.2 You are entitled to commence Controlled Work in the Immigration Category of Law up to the maximum number of Matter Starts set out in this Schedule.

5.3 You may apply under Clause 11 of the Unified Contract to vary the terms of your Schedule (e.g. number of matter starts) at any time.

5.4 You are permitted to undertake Full Representation (Licensed Work) to Clients who are referred to you under this Scheme in accordance with the terms of your Unified Contract and your Civil Office Schedule.

6. Rotas

6.1 Under the terms of the Scheme we will operate two separate Rotas, one for the provision of On Site Surgeries at IRCs and one for the provision of advice to Fast Track Clients at the Harmondsworth and Yarl's Wood IRCs only.

Rota for the 'On Site Surgeries' at the IRC

6.2 For the duration of this Schedule we shall operate an On Site Surgery Rota system for each IRC under this Scheme.

6.3 The Rota for the IRC(s) named in Table 2 above will set out your weeks on the Rota at the IRC(s) throughout the Schedule Period in accordance with your entitlements set out in that Table. The On Site Surgery Rota will operate from Monday through to Friday inclusive. The On Site Surgery Rota will include any Bank and Public Holidays, which happen to fall within a particular week.

6.4 You are required to provide full day or half day On Site Surgeries at the relevant IRC(s) during the weeks you are on the Rota. Due to demand the frequency of these full days or half days during each Rota week may vary.

6.5 We will give you notice under the terms of this Contract (Clause 24 of the Standard Terms) of your allocated On Site Surgery Rota weeks. We will endeavour to provide you with at least a rolling 12-week Rota showing your Rota week/s for this period.

6.6 During each On Site Surgery Rota week you will be advised by the IRC of the number of On Site Surgeries required during that week. The IRC will provide you with information as to the:

- Number of On Site Surgeries required during the week at the IRC;
- Time and date of the On Site Surgery;
- Location; and
- Details of Clients you are required to see at each On Site Surgery.

6.7 You must have a fax and telephone number or numbers on which we or IRC's may contact you or your advisers. In most cases it is anticipated that the main form of communication will be through the fax (and possibly e-mail) however telephone contact numbers will also be required and you should agree with the IRC as to the preferred method of communication of the Rota.

Rotas for Fast Track Contract Work

6.8 For the duration of this Schedule we shall operate a Fast Track Rota system for Suppliers contracted to provide Contract Work under this Scheme at Harmondsworth and Yarl's Wood IRC ("Fast Track IRC's").

6.9 You will be allocated slots for Standby days on the Fast Track Rota(s) for these Fast Track Detention Centre throughout the Schedule Period according to your allocation (if any) set out in Table 3. The Fast Track Rota will operate from Monday through Friday inclusive. The Fast Track Rota will include any Bank and Public Holidays, which happen to fall within a particular week.

6.10 Table 3 sets out the number of days when you are required to be on Standby to receive calls from the Home Office with details of Fast Track Clients. You may only claim one Standby rate regardless of the number of Advisers in your organisation who take calls from the Home Office or the number of calls you receive from the Home Office on a Standby Day.

6.11 Each Standby day will commence at 9am and finish at 6 pm.

6.12 During each Standby day you will be advised by the Home Office of the number of Fast Track Clients you are required to advise and represent at a subsequent Attendance Day. The Home Office will provide you with information as to the:

- Details of Fast Track Client(s);
- Time, date and location of the relevant attendance;

6.13 The allocation of Fast Track Clients to you on your Standby days on the Rota will depend on whether the individuals have been detained under the Home Office scheme and / or whether they wish to use the Scheme to access legal advice and representation or instruct their 'own solicitor'. These issues are outside the control of the LSC and we make no guarantee or representation about volumes of Clients or work.

6.14 The Home Office will usually inform you of its requirements by telephone however you are permitted to agree with the IRC any reasonable method of communication (e.g. Telephone, fax, email etc).

6.15 You must have a fax and telephone number or numbers on which the Home Office, IRC or we may contact you or your Advisers and ensure that your telephone has a messaging facility which is checked regularly. In most cases it is anticipated that the main form of communication will be telephone.

6.16 You are required to provide a full service of Controlled Work to Fast Track Clients who are referred to you by the Home Office while you are on Standby during a Fast Track Rota Week.

6.17 We will give you notice under the terms of this Contract (Clause 24 of the Standard Terms) of your allocated Standby Days under the Fast Track Rota. We will endeavour to provide you with at least a rolling 12-week rota showing your Rota Week/s for this period.

7. Attending and taking instructions (On Site Surgery)

7.1 When you attend the IRC you must, in accordance with this Schedule, provide legal advice and assistance in the Immigration Category of Law to a Client who has requested to see an Adviser under this Scheme. The number of Clients wishing to access the service will vary and On Site Surgeries will take place on the basis of demand from Clients. These issues are outside the control of the LSC and we make no guarantee or representation as to the volumes of Clients or work under this Schedule. In deciding whether an On Site Surgery is appropriate where there is a single Client or a small number of Clients to see, you should consider your obligation under the Unified Contract Standard Terms to act reasonably. You must balance the needs of the Client with the additional cost to public funds.

7.2 You must ensure that an Adviser is available to attend the IRC and provide an On Site Surgery on the day that you have been scheduled to provide such advice at an On Site Surgery Rota. You must ensure that you have sufficient Advisers available.

- 7.3 The advice session for each Client should last for no more than 30 minutes. The purpose of the advice session is to ascertain the basic facts of the matter and to make a decision as to whether the matter requires further investigation or whether further action can be taken. Work undertaken within the On Site Surgery (i.e. within the maximum of thirty minutes for each Client) is not means tested and you are not required to apply the Funding Code Criteria.
- 7.4 When attending a Client under the Scheme, an Adviser must always advise a Client in relation to temporary admission and bail (see below).
- 7.5 You must record the time spent with each Client on the Contract Report Form as provided by us to you.
- 7.6 Following the 30 minutes advice you may, if necessary, open a Controlled Work Matter Start to provide advice and assistance to the Client under the Controlled Work scheme and in accordance with the terms of the Unified Contract (i.e. following assessment of the Client's means and application of the Funding Code Criteria).

8. Attending and taking instructions (Fast Track Clients)

- 8.1 The Standby day is the day you will receive calls from the Home Office regarding Fast Track Clients. The Attendance Day is the day you will be required to attend the IRC to assist your Fast Track Client at the Substantive Interview. An Attendance Day is normally required the day after you have been advised of your Fast Track Client whilst on Standby.
- 8.2 When you are on Standby, the Home Office will notify you as soon as possible after the claim for asylum has been made that an individual requires legal advice and provide the date of the Substantive Interview. You are required, according to the Client's needs:
- To telephone the Client on the Standby Day to prepare for the Attendance Day;
 - To advise the Client on the Attendance Day;
 - To advise the Client prior to their Substantive Interview;
 - To attend (under Legal help) at the Substantive Interview;
 - To advise the Client after the decision has been served (which may be on a different day to the Attendance day);
 - To provide an interpreter (potentially at short notice).
- 8.3 You must ensure that your Advisers are familiar with the Home Office flexibility policy in Fast Track cases.
- 8.4 The rules governing giving Telephone Advice to Clients under Controlled Work are set out in Section Two of the Civil Specification.
- 8.5 Except as provided for in this paragraph you may only provide Contract Work to a Fast Track Client when that Client has been allocated to you whilst on Standby. If one of the exceptions contained in Rule 11.97 of the Civil Specification apply you may provide advice to other Fast Track Clients under the Scheme, but not otherwise.
- 8.6 The IRC will notify you when a decision has been made on your Fast Track Client's application for asylum. You must then attend your Fast Track Client at the IRC, so that you can provide further advice when the decision has been given.

8.7 In providing advice on the decision, you must advise on its effect and, if it is adverse, must advise on whether there are grounds for appeal to an Immigration Judge and on the prospects of success. You must apply the relevant Funding Code Criteria and assess the Client's means as appropriate before granting funding for any appeal and you must not grant CLR merely to preserve your Fast Track Client's right of appeal. If you refuse CLR you must ensure that your Fast Track Client is aware of the right of review of your decision and you should assist them in submitting that review if necessary.

8.8 After having provided CLR for an appeal to an Immigration Judge, the Asylum Adviser may (provided the Funding Code Criteria are met) carry out such further Contract Work in connection with the Client's removal under CLR as they consider appropriate (e.g. advice on the grounds for an application for review and reconsideration under section 103A of Nationality and Immigration Act 2002), making such arrangements with the IRC as may be necessary for the purpose of taking instructions and giving advice.

9 Where an individual is already represented (Exceptions to the Provision of exclusive advice)

9.1 It will be necessary to establish at the earliest opportunity whether an individual has a representative before giving any advice under this Schedule. Where a Client already has a representative and wishes to continue to instruct them, then in the circumstances set out in Rule 11.93 – 11.97 of the Immigration Specification, they will be entitled to do so. If Rule 11.93 – 11.97 does not apply then you should provide Contract Work in the individual's case (subject to the relevant assessment of means and the Funding Code Criteria).

9.2 If the previous representative no longer acts for the individual or if they are no longer able to act for the individual you should ensure that you obtain their file of papers.

10. Where your Client is released from the IRC or moved to another IRC (Exceptions to the Provision of exclusive advice)

10.1 Where you have been providing Contract Work to a Client under the terms of this Schedule and your Client is either released from the IRC or moved to another detention facility (including a prison), then you must continue to provide advice under this Schedule until the case reaches the end of one of the following stages:

1. Where the Home Office has refused the Client's application and you have granted CLR in relation to their appeal; or
2. Where the AIT has refused the Client's appeal and you have granted CLR in relation to their application.

10.2 Where you have refused CLR for the appeal but the Client still requires further advice (e.g. in relation to their continued detention) you may continue to provide advice under this Schedule.

10.3 Where you refused to grant Controlled Work you must ensure you comply with 11.44 of the Civil Specification.

10.4 Where a Client has been released from detention and before you commence further Contract Work you should decide whether it is in the interest of the Client to refer them to

CLS Direct to advise them of local Suppliers or to continue to represent them. As the adviser you will be best placed to assess all the circumstances.

10.5 Where a Client has been moved to another IRC, once the case reaches either of the stages in 10.1 above, you should decide whether it is in the interest of the Client to refer them to either:

- (a) an exclusive contract provider (if exclusive contracting arrangements are in operation) or
- (b) CLS Direct

As the adviser you will be best placed to assess all the circumstances.

10.6 In some cases a referral as described above may not be appropriate, for example where a Client is to be removed from the UK, and their move to another IRC is for a short period prior to removal. However you should ensure that the Client is advised to contact you for further advice should their removal not proceed and they therefore require further advice regarding their case/ detention. In such circumstances you should then consider whether a referral should be made.

10.7 Where it has been decided that a referral should be made you should ensure that you comply with the terms of this Contract. Where you make a referral you should ensure that you provide the new adviser with a copy of the Client's file of papers as soon as possible but in any event no later than 7 days from the date of the request from the Client's new adviser.

11 Procedures to deal with emergency cases at any IRC

11.1 It is anticipated that most Clients (except for Fast Track Clients) will be referred to the On Site Surgery as the first point of contact if they require a legal adviser. However it may not always be practical for a Client to wait until the next On Site Surgery, this will particularly be the case where, for example, an appeal deadline needs to be met or removal directions have been issued.

11.2 Where you are contacted directly by a Client, or by a third party on their behalf, who does not have a legal representative and the circumstances are such that it would be inappropriate to refer the Client to the next On Site Surgery then you may, under this Scheme, arrange to visit the Client at the IRC in order to take their instructions and to advise them with regards to their case and the options available to them.

11.3 Where the Client already has a legal representative, you must refer them to their own representative for advice and assistance.

12 Referrals and Declining instructions from Client under this Scheme

12.1 Under the terms of this Scheme you are required to provide the full range of Contract Work in the Immigration Category of Law that a Client requests (subject to application of the appropriate assessment of means and Funding Code Criteria). There will be times where it may also be necessary to refer an individual to another Supplier/organisation (e.g. where there is a conflict of interest or advice is needed on another non Immigration matter). You must provide an effective and appropriate

referral system (as required by the terms of this Contract) that makes appropriate referrals, as set out below, for legal advice and representation services for Clients you cannot provide under this Schedule.

- 12.2 You can only refuse to take on Client under this Scheme where either they:
1. Already have a legal representative; or
 2. They fail either the applicable means test or Funding Code Criteria for Controlled Work.
- 12.3 On accepting instructions from a Client, you should anticipate that those instructions will continue, as a minimum, for as long as the Client is in detention, (e.g. until they get leave to remain, temporary admission or they are removed from the detention facility or the UK), unless the Client specifically ceases to give instructions.
- 12.4 If, for any reason, you consider that you are unable to provide Contract Work regarding removal to any Client, or if you had difficulty in doing so, you must record why and must notify your Account Manager without delay.

13 Bail and temporary admission

- 13.1 You must ensure that the Client receives advice on the appropriateness of making a temporary admission or bail application at any particular time (including when appeal rights have been exhausted). There will normally be sufficient benefit to the Client in receiving that advice to meet the Funding Code Criteria.
- 13.2 Where an application for Temporary Admission is refused you should consider making an application for Chief Immigration Officer Bail or to make a bail application to the appropriate court. When applying the Funding Code Criteria the fact that the Client is in (continues to be in) detention will obviously be a factor in that assessment of merit.
- 13.3 For the avoidance of any doubt, you are reminded that, even where a Client's substantive appeal lacks merits and therefore would not warrant the grant of CLR for the appeal, the case may still warrant the grant of CLR funding for a bail application. CLR can be granted for the sole purpose of making a bail application.
- 13.4 If, at any time, you consider that an application for bail should be made and the appropriate Funding Code Criteria are met, such work may be carried out under this Schedule as CLR (which may be a continuation of CLR already granted for other proceedings).
- 13.5 When applying/ re-applying the Funding Code Criteria you must ensure that you address any reasons provided by the Home Office/ Immigration Service for previously refusing bail/ temporary admission. This, of course, would need to be considered along with the other circumstances of the case.
- 13.6 Where there is an appeal listed before the AIT you must always consider making a bail application at the appeal hearing. If you decide not to make a bail application at this stage you should record your reasons on the file. This will be monitored on audit.
- 13.7 Where you decide there is no merit in making such an application you must also inform the client of their right of review your decision. You should complete the CW4 explaining the reasons for refusal (in accordance with Rule 11.144 of the Unified

Contract Immigration Specification). This information must subsequently be confirmed to the Client in writing.

13.8 You are reminded that you may make a bail application at any stage in the proceedings where there the CLR merits test is satisfied. Before making a bail application you should make an application for Temporary Admission/ Release. You must ensure that you regularly review your client's detention.

13.9 Where you cease to provide advice in relation to a Clients substantive Immigration matter and the Client is still requesting legal advice, you must consider whether an appropriate referral can be made and you must advise the Client of other options regarding advice.

14 Reporting under this Scheme

12.1 We require you to record the information and report it to us on the appropriate Contract Report Form. This information will include but is not limited to:

- (a) all time spent on each case (including a breakdown of the time spent);
- (b) profile information on each individual at the IRC and the services they access from you;
- (c) the frequency of each On Site Surgeries;
- (d) reasons for emergency advice.

We will issue further guidance on the information we require when the Contract Report Form are issued.

15 Use of Agents

15.1 You must perform all Contract Work under this Schedule.

15.2 However, this Contract does not prohibit you from instructing Approved Representatives in accordance with normal practice and in compliance with this Contract and with the Act and Regulations. However, if you instruct agents, they must be a Supplier with a Unified Contract that would permit them to perform such work (unless it is impracticable to instruct such a Supplier in which case, you must record on the matter file why it is impracticable).

16. Rates of Payment

16.1 All rates of payment for this work are set out in Annex A to this Schedule.

16.2 Any Licensed Work undertaken will be paid for under the terms of your Civil Office Schedule under which your license to perform that work is granted.

On Site Surgery

16.3 You may claim an Attendance Rate for attending and advising Clients at an On Site Surgery on the basis set out below. You may not make any claim for travelling time in addition to the Attendance Rate for On Site Surgeries.

- 16.4 To claim the half day Attendance Rate you must have attended the IRC and given advice to between one and four Clients.
- 16.5 To claim the full day Attendance Rate you must have attended the IRC and given advice to five or more Clients.
- 16.6 For the avoidance of doubt if you do not attend the IRC (e.g. because the IRC confirm, prior to your attendance, that is no requirement for the On Site Surgery) you will be unable to claim any Attendance Rate.
- 16.7 Where you grant Controlled Work to Clients following on from advice given at the On Site Surgery you may claim Hourly Rates as set out at Table 7 of the Payment Annex and the normal payment and assessment rules for Controlled Work under the Unified Contract apply.

Fast Track

- 16.8 You may claim the Standby Rate for each day you are on the Fast Track Rota to receive calls from the Home Office with details of a Fast Track Client.
- 16.9 Where you are on the Rota on a bank or public holiday, you may claim an uplift of 100% in relation to the Standby Rate only.
- 16.10 Where you carry out Controlled Work for a Fast Track Client the normal payment rules for Controlled Work under the Unified Contract apply to this work (including, for the avoidance of doubt, any telephone advice you may give to the Client on the Standby day).

17 Submitting your Claims

- 17.1 All Controlled Work referred to or obtained by you under this Schedule will be paid through this Schedule. This includes matters where the Client is subsequently released from detention and you continue to act on the matter.
- 17.2 Payment for the services set out in this Schedule will be made in accordance with the number of Matter Starts set out in the Tables 2 and 3 of this Schedule. These may be subject to change according to the requirements of the IRC.
- 17.3 You must submit your Claims on the appropriate Contract Report Form by the 20th of each month. (I.e. your Claims for April 2008 must be submitted to us by the 20th of May 2008).
- 17.4 We will pay you on a monthly basis on the same terms as Controlled Work is paid under the Unified Contract (see Clauses 14 – 18 of the Standard Terms).
- 17.5 Your entitlement to payment for Controlled Work covered by this Schedule is only as provided by this Schedule.

18. Key Performance Indicator - Immigration and Asylum (Success Rates)

18.1 Where you undertake, as part of this Scheme, representation at the Asylum and Immigration Tribunal (AIT), your success rate must equal or exceed the following:

- IV. Overall success rate of 40% in Immigration and Asylum cases (combined);
and
- V. Success rate of 35% in Immigration cases; and
- VI. Success rate of 35% in Asylum cases

Annex A – Rates of Payment

▪ Controlled Work

Except as otherwise set out in this Annex, payment for Controlled Work will be made under Exclusive Contracting arrangements as set out in Section 11 of the Civil Specification. The rates of payment are set out in Part B: Payment Annex (Tables 7(a), 8(a) and 8(b) for work paid at hourly rates).

For the avoidance of doubt the Controlled Work costs limits contained in the Immigration Specification at paragraphs 11.32 through to 11.69 apply to matters opened under this Scheme.

▪ On Site Surgeries

Payment for advice provision at on site surgeries is through a fixed payment.

Disbursement such as costs of travel and interpreting costs are also claimable.

Full day Attendance Rate

Where you advise 5 or more Clients a payment of £400 is claimable.

Half day Attendance Rate

Where you advise 4 or less Clients a payment of £200 is claimable.

▪ Fast Track cases only

The payment rates for Standby (and relevant guidance) in relation to travel and waiting only apply to cases allocated under the Fast Track rota arrangements.

Standby rates

A Standby payment of £4.20 per hour or part thereof during which you are on Standby.

▪ Disbursements at the Removal Centre

You may claim for the cost of utilising the 'pay as you use' telephone, fax and photocopying services available at the Removal Centre in accordance with the terms of the Civil Specification

Annex B – Monitoring and Performance

Set out below are a number of performance standards against which we will measure your performance under the terms of this Scheme and a number of items against we will gather management information for the purposes of developing this Scheme. We may request you to report information to us throughout the period of the Scheme, which we shall use to inform us about you and how the Scheme is operating in practice.

For the avoidance of doubt the areas below are not Key Performance Indicators (as defined in the Standard Terms) and Contract Sanctions will not normally be given in respect of any of these performance standards although they may trigger audit activity.

Performance Monitoring & Management Information

	Area	Standard / Measurement
1.	<p>Management Information: Number of Clients receiving advice through each Scheduled on site surgery</p> <p>You should also keep a record of:</p> <p>Number of Matter Starts commenced in relation to Clients referred at On Site Surgeries in relation to the substantive case (including bail)</p> <p>Number of Matter Starts commenced in relation to Clients referred at On Site Surgeries in relation to bail only.</p> <p>Number of Matter Starts commenced in relation to Clients referred under the Scheme but other than at On Site Surgeries in relation to the substantive case (including bail)</p> <p>Number of Matter Starts commenced in relation to Clients referred under the Scheme but other than at On Site Surgeries in relation to bail only.</p>	between 3 to 10 clients
2.	<p>Management Information: Number of clients receiving advice through each ad hoc on site surgeries (these surgeries will be demand led)</p>	between 3 to 10 clients
3.	<p>Management Information: Number of scheduled on site advice surgeries</p>	(number of) surgeries over (stated) period

4.	Management Information: Number of ad hoc on site surgeries you may commence	(number of) surgeries over (stated) period
5.	Performance indicator: Number of applications for bail	We will measure the percentage of bail applications you make for each case you open as a NMS. We will also measure this against other IRC contract holders to see how you compare. We will discuss the findings with you.
6.	Performance indicator: Successful case outcomes - bail	We will discuss your success rate with you, in particular we will look at the success rate of other IRC contract holders and use this as a comparison when establishing what, in the future, may be determined to be a successful outcome.
7 & 8 relate to Fast Track cases only.		
7.	Performance indicator: The number of applications made for Clients to be excluded from the Fast Track procedure	We will measure the percentage of applications you make for each fast track case you open. We will also measure this against other IRC contract holders to see how you compare. We will discuss the findings with you.
8.	Performance indicator: The outcome of any applications made for the Client to be removed from Fast Track.	We will measure the success rate of your applications. We will also measure this against other IRC contract holders to see how you compare. We will discuss the findings with you.

Appendix Five- Data on calls made under the Pilot Scheme

The table below shows, in the first column, the average number of clients that have attended the on site advice surgeries over a six month period.

The second column shows the number of slots that will be available through the surgeries per year for detainees to make bookings. The number of surgeries will take place on the basis of demand for services and there may be periods of increased demand for services.

	Average	Maximum	Fast Track
Campsfield	258	480	
Colnbrook	366	480	
Dover	414	480	
Lindholme	312	480	
Tinsley	570	600	
Haslar	No data	480	
Harmondsworth	414	480	1170
Yarls' Wood	366	480	520
Total		3720	1690

	Onsite detention advice surgeries	
IRC	Average clients per surgery session	Average clients per month
Campsfield House	5	43
Colnbrook	7	61
Dover	8	69
Harmondsworth	8	69
Haslar	No data	No data
Lindholme	6	52
Tinsley House	11	95
Yarl's Wood	7	61

Average take on rate for Controlled Work was 27% with the exception was Dover where the rate was 65%.

On average 18% detainees attending surgeries had an existing legal adviser.

It is envisaged that new Unified Contract Specification from 1 October 2007 will increase the numbers of due to the exclusive contracting arrangements (see Clause 11.93 – 11.95)