

## **Legal Services Commission**

# **National Invitation to Tender for the delivery of Immigration Telephone Advice to individuals detained at Police Stations in England and Wales**

## **Information for Applicants**

**IFA REFERENCE: National003**

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## **Section One: Invitation to tender for the delivery of Immigration Telephone Advice Services for individuals detained at Police Stations in England and Wales**

### **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 whatever their circumstances. Following on from the evaluation of the LSC's Pilot Scheme we wish to commence an open tendering exercise and invite tenders from organisations wishing to deliver Immigration Telephone Advice services for individuals detained at police stations in England and Wales.

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 telephone advice work required by the Scheme.

### **1.2 Evaluation of the Pilot Scheme**

We would advise 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/remuneration/immigration\\_asylum\\_graduated\\_fee\\_scheme.asp](http://www.legalservices.gov.uk/civil/remuneration/immigration_asylum_graduated_fee_scheme.asp)

### **1.13 Summary of the Police Station Immigration Telephone Advice Scheme ("the Scheme")**

We are seeking organisations able to provide one off pieces of immigration legal advice by telephone to clients who are detained at Police Stations. Providing advice through these arrangements ensures clients have easy and prompt access to good quality advice.

The successful organisation/s will operate within a standalone scheme known as the Police Station Immigration Telephone Advice Scheme ("the Scheme") under the terms of a Schedule to the Unified Contract.

In summary, calls will be placed from Police Stations to a Call Centre which will then refer the calls to the organisation on the rota to take the calls under the Scheme on that particular day. The Scheme will commence on 1 April 2008 and end on 31 March 2010 (subject to our right to lawfully terminate the Unified Contract which will also terminate the Scheme). We also reserve the right to extend the Scheme by up to 6 months from the termination date by giving you written notice no later than 31 December 2009. We are inviting tenders from organisation that can supply this telephone immigration advice on a weekly rota basis (Monday to Sunday between the hours of 7am to 12 midnight each day). Although the numbers of detainees may vary at any given time the operation of the Scheme through weekly slots gives providers a better level of business planning.

We are looking to contract with a maximum of 6 organisations to take part in this Scheme.

Appendix Four contains the draft Schedule which sets out the additional terms to the Unified Contract which will apply to this Scheme.

#### **1.14 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 which 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.

#### **1.5 Important note for current Providers under the Unified Contract**

This tender exercise is to procure additional work and therefore it has no impact on the amount of work already authorised for a current Provider, as set out in their Unified Contract's Office Schedule/s.

If you are an existing Provider, and are interested in tendering 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. This is because this exercise is for additional work over and above that work already authorised for current Providers to deliver under their existing Unified Contracts.

#### **1.6 Key date**

Applicants should note that the deadline for submitting tenders is **4pm on Friday 4 January 2008**. 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.

#### **1.7 Draft Schedule for the Scheme**

Appendix Four to this IFA contains the *draft* Schedule setting out the specific rules, which will facilitate the operation of this Scheme. The terms in this Schedule are additional terms to the Unified Contract.

We do not intend to alter the substantive content of this draft between now and when the Contract is awarded in February 2008, but we may make minor changes.

#### **1.8 Using this Information for Applicants (IFA)**

This IFA contains all the information you will require 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 against which we will assess tenders.

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

**Section One** contains further detail about the LSC's invitation 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.

**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.

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 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.

### ***1.9 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](http://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](http://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

### **1.10 Questions about this Tender Process**

We hope that this IFA will contain all the information 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 direct to the following dedicated email address:

[immigration-services@legalservices.gov.uk](mailto:immigration-services@legalservices.gov.uk)

### **1.11 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 and the terms of the Unified Contract are met.

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.

### ***1.12 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 Criterion for this Invitation to Tender**

<b>Section 1 – Essential Criteria</b>	
<b>(Not listed in order of importance – all the essential criteria are equally important)</b>	
<b>Organisations must satisfy all the essential criteria in order to be move to the next stage where desirable criteria will be evaluated.</b>	
<b>A</b>	<b>Ability to deliver the service in accordance with the terms of the contract from 1 April 2008 and in particular:</b> <ul style="list-style-type: none"><li>▪ Capacity of Advisers to deliver the service;</li><li>▪ Ability to provide the telephone advice from 7am – Midnight</li><li>▪ Access to a Translation Service</li></ul>
<b>B</b>	<b>Experience of Advisers</b> <p>Each Immigration Telephone Adviser must be at least Level 2 (Senior Caseworker) under the Immigration and Asylum Accreditation Scheme.</p>
<b>C</b>	<b>Ability to contact Client within 2 Hours</b> <p>Organisation must be able to have an Immigration Telephone Adviser contact the Client to take instructions (or where possible to give advice) within 2 hours of receiving the call from the Call Centre.</p>
<b>D</b>	<b>Supervision</b> <p>Organisation must have a accredited Supervisor/s who will supervisor the work under the Scheme and are accessible for Immigration Telephone Advisers to contact at all times during the Rota Week.</p>
<b>E</b>	<b>Telephone System</b> <p>Organisations must have a suitable telephone system that will allow you to deal with calls as outlined in the Information for Applicants at Section Three. In particular you must have a messaging or divert system that will allow messages to be left by the Call Centre and to be retrieved by your advisers.</p> <p>The telephone service you use to supply your Immigration Advice Telephone Number must have capacity for a three way caller service. This is a required</p>

	so that the Immigration Telephone Adviser, Client and if necessary the interpreter, can take part in the call simultaneously while at different locations.
F	The organisation must pass, as a minimum, the preliminary stage of the SQM in Immigration prior to the date the service commences.
G	The organisation, on the written request of the LSC to repay money, must not have <i>failed</i> either to make proposals for repayment by any deadline set OR adhere to a repayment agreement.
H	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 (except the notice to terminate the General Criminal Contract in October 2008).
I	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.
J	<p><b>Success rate (Organisation that currently hold a Unified Contract)</b></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"> <li>I. Overall success rate of 40% in Immigration and Asylum cases (combined); and</li> <li>II. Success rate of 35% in Immigration cases; and</li> <li>III. Success rate of 35% in Asylum cases.</li> </ol>

## Section 2 – Desirable Criteria

(Not listed in order of importance – all the desirable criteria are equally important)

Preference will be given to organisations that best meets the essential criteria in this section.

1	<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>
2	<p>Preference will be given to Organisations that have a track record of operating a system of providing legal advice to clients exclusively by telephone in any category of law. (To clarify that is where a client's only form of access to advice is through the telephone.)</p> <p>You should provide examples of any schemes that you have/ are operating/ in relation to telephone advice schemes by your organisation(s).</p>
3	<p>Preference will be given to Organisations who can demonstrate that they have the flexibility and capacity to allocate additional advisers to the scheme during rota weeks. The Scheme requires that organisations must be contactable between the hours of 7am – 12midnight on each day it is on the rota to receive calls from the Call Centre</p> <p>We are looking for an organisation that can demonstrate ability to effectively manage resources in a controlled and reasonable manner so as to allow the service to respond to peaks and troughs in demand for advice under this Scheme.</p>

**Tie Breaker (see section 4.4 of the Information for Applicants)**

If there is any information you would like to submit to support your tender, in the event we applied this tie break criteria to you, there will be an opportunity in the Tender Form to set this information out in no more than 500 words.

Providing clients with quick and accurate advice is fundamental to this Scheme and it is an essential criterion that Organisations must be able to contact clients to take instructions (or where possible to give advice) within 2 hours of receiving the call from the Call Centre.

Where there are more than 6 organisations that meet the essential and desirable criteria, preference will be given to those organisations that demonstrate to our satisfaction how they are able to contact the client for instructions (and where possible advice) in a quicker response time than 2 hours. (Please note this response time will form part of your contract)

Please set out the response time you are able to contact the client by (e.g. within 1 hour of receiving the call) and detail your plan for how this will be achieved by reference to the resources (technology and staff) and likely levels of calls during the Rota Slots.

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

### **3.1 Background to the Scheme**

The purpose of the Scheme is to ensure that individuals detained at police stations have access to independent legal advice from an Accredited Adviser in relation to non-criminal immigration matters.

The need for advice might arise where, for example, an individual has been subject to arrest on a criminal matter but during their detention, issues have arisen with regards to their immigration status in the UK.

The Commission was concerned that the crime Duty Solicitor was not best placed to provide advice to individuals held at police stations for non-criminal immigration matters. Criminal specialists are often not able to advise on non-criminal immigration law, and may not always effectively refer these individuals to an appropriately qualified immigration lawyer, particularly if it is out of normal office hours.

In June 2006 the Commission piloted a scheme for the provision of immigration advice via telephone at the police station. The service was found to be a highly effective way of providing clients with access to immigration and asylum advice. The pilot was evaluated and a copy of the evaluation can be found at [www.legalsevices.gov.uk](http://www.legalsevices.gov.uk)

### **3.2 How the scheme will operate**

Police station staff will lodge requests for advice from detained individuals with the call centre. The same call centre currently handles requests for advice and assistance for the criminal duty solicitor scheme. The call centre will filter calls to ensure that the criminal duty solicitor is contacted if a criminal immigration offence is under investigation, and an immigration adviser will be contacted if advice on non-criminal immigration matters is required.

The Commission will provide the call centre with a weekly-based rota that will set out the name and contact number of the organisation supplying immigration advice. The call centre will then contact the organisation on the rota for that day with the client and police station contact details. The organisation should then telephone the client within 2 hours of receiving the call in order to take instructions (or if possible give advice).

The Scheme will operate from 7am to 12 midnight seven days a week and organisations will be allocated week long slots during which they will receive all requests for telephone advice from the call centre. Any calls received between 12 midnight and 7am will be stacked by the call centre until 7am at which point the organisation will be contacted.

The Scheme is structured so that advisers can give one off pieces of advice primarily to ensure clients are aware of their legal rights and entitlements in relation to their immigration status. Where the client requires further advice, organisations must refer the client either to the CLS Directory (LSC's telephone and web based directory of all Providers) or where the client is detained to a LSC funded detention advice scheme if applicable.

There is no guarantee of any minimum amounts of work through the Scheme. Volumes of work will depend on how many individuals requiring non-criminal immigration advice have

been detained at the Police Station, and whether they wish to use the Scheme to obtain legal advice or contact another adviser outside the Scheme.

### ***3.3 Maximum number of organisations required for the Scheme***

It is essential that the mechanics of the Scheme operate well and provide individuals with prompt access to advice. In addition we recognise that for the Scheme to be attractive for organisations to tender, there has to be regular opportunities to be on the rota and therefore receive the calls. Consequently, we are seeking a maximum number of six organisations to cover the whole Scheme. If the maximum of six organisations are awarded equal sized contracts over the remaining two years of the Unified Contract (1 April 2008 – 31 March 2010) then this will equate to approximately 17 Rota Weeks for each organisation.

We have decided to adopt the same rota arrangements as the pilot scheme and will therefore only have one provider supplying advice at any one time, which means that organisations must have capacity to answer all calls under the Scheme during each Rota Week slot. We are only inviting tenders from organisations that have sufficient capacity to provide all advice required under the Scheme for a Rota Week slot.

### ***3.4 Accreditation status of all advisers***

The telephone advice service requires advisers to have an in-depth knowledge of immigration and asylum law. Individuals accessing the service are likely to have differing immigration/ asylum issues and these may also be complicated by actions against the client in relation to criminal immigration offences. Therefore all advisers who provide advice under the Scheme will need to be accredited to at least Level 2 - Senior Caseworker - of the Immigration and Asylum Accreditation Scheme.

As part of the tender process we will favour those tenders which can demonstrate that their advisers have experience of providing telephone 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 over the telephone.

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.

### ***3.5 Volumes of Calls***

From the pilot scheme it was found that there were greater volumes of calls during certain periods and it is therefore necessary that organisations providing this service to be able to react quickly to the needs of clients in detention. More than one individual is likely to be required to cover the demand for advice services at any one time, and therefore providers are required to have sufficient numbers of advisers who can handle overflow calls at busy times, to avoid detained individuals having to wait lengthy periods for advice. It is a conditions of this contract that an adviser must speak to the client to take instruction or if possible to provide advice within two hours of receiving a call from the Call Centre.

Further information can be found below in relation to call volumes during the pilot in Appendix Five.

We will assess the number of available advisers as part of each tender. We have provided information in relation to previous call volumes which shows that on average there were 177 calls per week however we are unable to estimate or confirm what the future demand for the service will be.

### ***3.6 Translation Service***

Providers must also have an ability to access to a Translation Service during the period that is on the rota to take calls. 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, if you wish to do this, provided that these Translation Service are able to work on a telephone basis.

### ***3.7 Technical requirements***

Your telephone system must be able to accommodate and be able to make three way calls so that the adviser, interpreter and the Client are able to communicate effectively. Organisation must have one central number, which will be held by the call centre 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 7am to 5 pm Monday to Friday, which we anticipate to be 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.

### ***3.8 What are organisations applying for?***

Successful organisations will receive a contract entitling them to give legal advice via telephone in the Immigration Category of Law. The work will be performed under our Unified Contract.

### ***3.9 Important note for all providers (and particularly new providers): No guarantee of work***

The award of a Schedule to do work under this scheme does not guarantee a minimum amount of telephone 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.

**3.10 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.

**3.11 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 tenders must be submitted for each of the services you are applying for.

You should consider the documents set out below to prepare for 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
- Supervisor Self Declaration form for the Immigration Category of Law– requests information about how the supervisor for publicly funded civil work will meet the supervisor requirements in the SQM (note this document may be hand written).

### ***4.2 Considering the individual services we wish to procure***

Section Two contains the individual Invitation to Tender which describes 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 three sections:

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

Section 2 – desirable criteria (enables us to choose between those that have passed Section 1)

Section 3 - Tiebreaker

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, as they say, “desirable” only.

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

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 Section 3 - Tie Breaker**

It is possible that, having assessed the essential and desirable criteria we have more than 6 organisations meeting the criterion.

In this situation we may (at our absolute discretion) apply a “tie breaker” criteria, set out in the tender document, to reduce the number of successful organisations further.

#### **4.5 Scoring System**

##### *Essential Criteria*

Section 1 contains a list of criteria that it is absolutely essential that any organisations applying for contracts are able to meet. Any bid that fails to meet any of Section 1’s essential requirements will not be considered further.

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

##### *Desirable Criteria*

For tenders that pass the Essential criteria, Section 2 contains desirable elements, and applications will be assessed relative to other bids. The various elements set out in Section 2 are, as they say, “desirable” only. Each of the 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. All desirable criteria are weighted equally.

#### **4.6 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.

#### **4.5 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 organisations required for the Scheme. Where necessary we will apply the Tie Breaker criteria.

#### **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 for each of the services they are tendering for.

The Tender process is set out below. If you cannot meet the requirements of the Essential Criteria, you will not be offered a contract.

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

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 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.**

All tenders, however sent or delivered, must be marked “Police Station Immigration Telephone Advice”

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](mailto:immigration-services@legalservices.gov.uk) for a copy of the Application Form that can then be completed and submitted electronically (Note: your application must include a signed declaration which may be scanned and emailed).

It is your responsibility to check we have received your tender, however it was sent. We are not responsible for any failure of post or DX. 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 "Police Station Immigration Telephone Advice – 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

#### **4.10 Appeals**

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

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

**4.11**  
**Timetable**

<b>Stage</b>	<b>Activity</b>	<b>Timescale</b>
Stage 1	Documents published <ul style="list-style-type: none"> <li>▪ Information for Applicants</li> </ul>	<b>Tuesday 20 November 2007</b>
Stage 2	Closing date for tenders to be received.	<b>4pm on Friday 4 January 2008 December</b>
Stage 3	Possible Interviews (3 days notice)	<b>W/c 21 January 2008</b>
Stage 4	Final date decisions made, offer and rejections letter sent.	<b>1 February 2008</b>
Stage 5	Revised Unified Contract Schedules (for existing providers) or new Unified Contracts (for new providers) issued.	<b>15 February 2008</b>
Stage 6	Commencement of Service	<b>1 April 2008</b>

## **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 4<sup>th</sup> 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](http://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](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**

<b>Structure of the Contract</b>	
<b>Contract Document</b>	<b>Main areas</b>
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](http://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 – Police Station Immigration Telephone Advice Service Schedule**

Legal Services Commission  
**Unified Contract Number [     ]**

Police Station Immigration Telephone Advice Scheme

Schedule Number [   ]

<b>Name of Supplier</b>	
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TABLE 1 – SCHEDULE DATES			
<b>Schedule Start Date</b>	1 April 2008	<b>Schedule End Date</b>	31 March 2009

TABLE 2 – Minimum Number of Rota Weeks	

Background

- A. This is a Unified Contract Schedule (“Schedule”) granting you the right to perform work under the Police Station Immigration Telephone Advice Scheme (the “Scheme”) the details of which are set out below.
- B. This Schedule is a schedule to your Unified Contract.
- C. This Scheme is a national telephone advice scheme under which you will provide, via telephone, Immigration legal advice to Clients detained at a Police Station.
- D. The scope of this Scheme is to ensure that Client’s detained at police stations have access to an adviser who can advise them on their legal rights and entitlements in relation to Immigration matters.
- E. This Scheme is for civil Immigration advice and does not cover advice in relation to any criminal immigration offences.
- F. Any work undertaken for Clients in relation to this Scheme will not count as “Immigration Asylum or Non Asylum” Matter Starts under a Supplier’s Unified Contract. This Schedule does **not** allocate any additional Matter Starts.

## 1 Interpretation

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

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

*“Call Centre”* means the organisation that the Commission contracts with who will receive calls direct from the Police Station and will be responsible for referring the details of the call to you.

*“ITA Claim”* means an individual fixed fee claim for all work done in relation to a Client referred to you by the Call Centre under this Schedule.

*“Immigration Telephone Adviser”* means an adviser employed by you to carry out Immigration Telephone Advice Work under this Schedule, and who must be accredited to at least Level 2 (Senior Caseworker) of the Immigration and Asylum Accreditation Scheme.

*“Immigration Advice Telephone Number”* means the designated number you have provide to us and which the Call Centre will use to contact you during your Rota Slots.

*“Immigration Telephone Advice Work”* means the provision of legal services by Immigration Telephone Advisers to Clients in accordance with this Schedule.

*“Police Station”* means any police station in England or Wales.

*“Rota Week”* means a seven day period from 7am on Monday to 12 Midnight on Sunday.

*“Rota Slot/s”* means the period of time (on any day of the Rota Week) between 7am to 12 Midnight inclusive’.

*“Scheme”* means this Police Station Immigration Telephone Advice Scheme established by the Commission.

*“Translation Service”* means Language Line or some other translation service as agreed with the Commission.

## 2 Schedule Period

2.1 This Scheme will commence on 01 April 2008 and will terminate on 31 March 2009, unless it is lawfully ended (in accordance with Clause 30 of the Standard Terms) or extended before then.

2.2 We reserve the right to extend the Scheme by up to 6 months from the Schedule End Date stated above by giving you written notice no later than 31 December 2009.

## 3 How the Rota for the Scheme operates

3.1 For the duration of this Schedule we shall operate a rota system for all suppliers who operate under this Scheme. We shall divide the rota into periods of 7 days know as a "Rota Week".

3.2 You will be allocated Rota Weeks throughout the Schedule Period. A Rota Week is deemed to be a 7-day week commencing at 7am on a Monday and concluding at 12 midnight on the following Sunday. The Rota Week will include any Bank and Public Holidays, which happen to fall within a particular Rota Week.

3.3 Each Rota Week is made up of 7 Rota Slots – one for each day of the Rota Week (i.e. Monday to Sunday). Each Rota Slot will commence at 7am and finish at 12 midnight inclusive.

3.4 We will give you notice under the terms of this Contract (clause 24 of the Standard Terms) of your allocated Rota Week. However, we will endeavour to provide you with at least a rolling 12-week rota showing your Rota Weeks for this period.

#### **4 Conditions of this Schedule, which you must comply with**

4.1 It is a condition of this Contract that you must ensure your Immigration Advice Telephone Number is available (and fully operational) to take all calls from the Call Centre during your Rota Slots.

4.2 It is a condition of this Contract that you must have sufficient numbers of Immigration Telephone Advisers available during your Rota Week to give advice by telephone on non-criminal immigration matters to Clients detained at the Police Station.

4.3 It is a condition of this Contract that you must ensure that an Immigration Telephone Adviser contacts the Client to take instructions (or where possible to give advice) within 2 [or as per tender] hours of receiving the call from the Call Centre.

4.4 In relation to clause 4.3, we may monitor the time period between when the initial call from the Call Centre is made and when your Immigration Telephone Adviser telephones the Client to take instructions (or where possible give advice). If we consider it appropriate we may carry out further investigation. If as a result of this further investigation, it appears that you have breached this provision we may take appropriate action, including applying a Sanction under Clause 29 of the Standard Terms

#### **5 Telephone facilities**

5.1 You must provide us with one Immigration Advice Telephone Number (which may be a mobile telephone number) through which the Call Centre can refer the details of the Client etc to you during each of your Rota Slot.

5.2 You must ensure that the Immigration Advice Telephone Number is fully operational during your Rota Slots.

5.3 The telephone service you use to supply your Immigration Advice Telephone Number must include a messaging service to enable the Call Centre to leave a message where for example the Immigration Advice Telephone Number is engaged or the call not answered.

5.4 The telephone service you use to supply your Immigration Advice Telephone Number must have capacity for a three way caller service. This is required so that the Immigration Telephone Adviser, Client and if necessary the interpreter, can take part in the call simultaneously while at different locations.

## **6 Receiving a call from the Call Centre**

6.1 The Call Centre will contact you during the your Rota Slots on your Immigration Advice Telephone Number.

6.2 The Call Centre will provide you with the Police Station contact details and the details of the Client who has been detained and requires advice under this Scheme.

6.3 Where the Call Centre is not able to speak with you directly, the Call Centre shall leave a message on your messaging service containing the Police Station contact details, and the details of the Client who has been detained.

6.4 For the purpose of clause 6.3 above, you are deemed to have received a call from the Call Centre on the date and at the time when either the earlier of:

- 1) The Call Centre speaks directly to a member of your staff to refer the details of the client etc to you; or
- 2) The Call Centre leaves a message on your messaging service.

6.5 It shall be your responsibility at all times to monitor your messaging services and to ensure that all calls from the Call Centre are retrieved and contact is made with the Client by an Immigration Telephone Adviser within 2 hours of receiving a call from the Call Centre.

## **7 Interpreters**

7.1 You must at all times during your Rota Slots have access to a Translation Service which can provide interpreters, where one is reasonably required, to take part in the telephone call to the Client at short notice.

7.2 You may claim for any necessary and reasonable costs of the Translation Service as a disbursement.

## **8 Assessment of means under this Scheme**

8.1 There is no requirement to carry out an assessment of means in relation to any Clients referred to you by the Call Centre for Immigration Telephone Advice Work under the terms of this Scheme.

## 9 Work you can undertake under this Scheme

9.1 Your Immigration Telephone Advisers must provide Immigration Telephone Advice Work by telephone to all Clients who are referred to you under the Scheme. This advice should include (but is not limited to):

- Making enquiries with the Home Office/ Police Station with regards to reasons for the Client's detention;
- Establishing any further information you will require in order to properly advise the Client; and
- Advising the Client accordingly as to what the proposed course of action is advisable for the Client to take.
- Making a telephone application for temporary admission or bail.

9.2 You are reminded that where a Client's immediate removal is being sought you should always seek the agreement of the Home Office to suspend such removal where possible and thereby reducing the need to seek injunctive relief.

9.3 You may not refuse to receive a call from the Call Centre. However, if, for any reason, an Immigration Telephone Adviser considers that they are unable to provide effective advice to the Client, or they had difficulty in doing so, they must record why and must notify the LSC Account Manager.

## 10 *Limitation of work under this Schedule*

10.1 You may only provide advice to Clients under this Scheme who are referred to you by the Call Centre during one of your Rota Slots.

10.2 You may only provide Immigration Advice Work by telephone and may not attend the Client face to face either at the Police Station (or any other location).

10.3 You cannot give any advice to the Client in relation to any criminal offence (even if the Immigration Telephone Adviser has the requisite skills and you hold a General Criminal Contract). Where the Client requires advice on a criminal matter your Immigration Telephone Adviser should request the police to contact the Call Centre for deployment of the Client's own solicitors or the CDS Duty Solicitor.

10.4 Where you determine that the Immigration Advice Work you can provide under the terms of the Scheme is insufficient and the Client is released from detention you must refer the Client to the CLS Directory.

10.5 Where you determine that the Immigration Advice Work you can provide under the terms of the Scheme is insufficient and the Client is detained you should:

- refer the Client to the LSC funded advice service at the place of detention; or

in the event there is no advice service at the place of detention

- refer the Client to the CLS Directory.

10.6 You should close your file following the referral procedures set out in 10.4 and 10.5 above.

## **11 Immigration Telephone Advisers**

11.1 All Immigration Telephone Advisers undertaking work under the Scheme must be Approved Personnel and at all times be accredited to at least Level 2 (Senior Caseworkers Level) under the Immigration and Asylum Accreditation Scheme.

11.2 You must ensure that an Immigration Supervisor is available for Immigration Telephone Advisers to contact at all times during the Rota Week.

11.3 You must notify us of the names of all your Approved Personnel who intend to act as Immigration Telephone Advisers. At any time you may nominate additional Immigration Telephone Advisers by notifying us in writing.

11.4 If at any time an Immigration Telephone Adviser no longer meets the requirements of the Immigration and Asylum Accreditation Scheme or you no longer want them to carry out Immigration Telephone Advice Work under this Schedule you must notify us immediately in writing.

## **12 Immigration Telephone Advice Claim (ITA Claim)**

12.1 You shall be entitled to make a single fixed fee ITA Claim per Client referred to you by the Call Centre, provided that you undertake at least one telephone call in relation to the Client's case.

12.2 Your ITA Claim will cover all calls you make with regard to the Client including (but not limited to) those calls to the Police Station, Home Office, and the Client. Your ITA Claim will also cover all work you may do on the Client's behalf, including but not limited to any telephone application for temporary admission or bail.

12.3 If you advise a Client and the Client then subsequently calls you again directly (or through referral by the Call Centre) for further advice on the same set of circumstances you may still only claim one ITA Claim in respect of that Client.

12.4 If any work is not performed in accordance with the Schedule, any Claim for payment for it is likely to be reduced or disallowed on Assessment.

## **13 Standby Payment**

13.1 You are entitled to claim a Standby Payment for each Rota Slot your organisation undertakes (i.e. not per Adviser). You will receive this Standby Payment in addition to any ITA Claim/s you make.

13.2 If you do not complete a full Rota Slot your Standby Payment will be pro-rata dependant on the complete hours you undertake within the Rota Slot/s.

## 14 Disbursements

14.1 You may not make any claim for disbursements under this Scheme except for reasonable claims for necessary telephone interpreting services.

## 15 Flexibility

15.1 If a Supplier on a Rota Week is experiencing problems, we may ask you to step in and take over some or all of its calls.

15.2 If you do undertake calls in addition to your designated Rota Weeks we shall pay you for those calls and make Standby Payments in accordance with the terms of this Schedule.

## 16 Rates of Payment

16.1 The payment rates current are set out in the Table below:

	Payment Rate
<b>Immigration Telephone Advice Claim (ITA Claim)</b> (Includes all calls made in relation to the matter)	£30.25 per ITA Claim
Standby Payment per Rota Slot – 17 hours (7am – 12midnight) (Pro rata rate £4.20 per hour)	£71.40
Public and Bank Holiday Standby Payment per Rota Slot – 17 hours (7am – 12midnight) <b>(Pro rata rate £8.40 per hour)</b>	£142.80

16.2 Weekends, Public and Bank Holidays are payable at the rates shown in table 16.1.

16.3 Where advice was provided by an Immigration Telephone Adviser who is accredited to Level 3 of the Immigration and Asylum Accreditation Scheme, 5% uplift will be claimable in relation to the ITA claim. No uplift is claimable in relation to the Standby Payment.

## 17 Submitting your ITA Claims and method of payment

17.1 You must submit your ITA Claims on the appropriate Contract Report Form by the 20<sup>th</sup> of each month. (I.e. your ITA Claims for April 2008 must be submitted to us by the 20<sup>th</sup> of May 2008).

17.2 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).

17.3 Your entitlement to payment for work under this Scheme is only as provided by this Schedule.

**Appendix Five - Data on calls**

<b>Immigration Cases - Day of Week &amp; Time of Day 1st October 2006 to 1st October 2007</b>								
	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Totals</b>
<b>00:00</b>	26	36	30	30	38	32	23	<b>215</b>
<b>01:00</b>	30	24	28	28	36	24	27	<b>197</b>
<b>02:00</b>	19	16	16	17	27	20	9	<b>124</b>
<b>03:00</b>	20	17	22	18	16	15	13	<b>121</b>
<b>04:00</b>	19	8	9	20	11	19	6	<b>92</b>
<b>05:00</b>	10	9	13	10	19	11	10	<b>82</b>
<b>06:00</b>	12	6	13	17	14	16	19	<b>97</b>
<b>07:00</b>	25	30	28	33	24	18	20	<b>178</b>
<b>08:00</b>	48	72	73	76	48	48	55	<b>420</b>
<b>09:00</b>	60	111	87	98	83	61	61	<b>561</b>
<b>10:00</b>	83	135	118	113	105	64	83	<b>701</b>
<b>11:00</b>	74	102	95	116	119	66	60	<b>632</b>
<b>12:00</b>	103	96	117	98	84	75	55	<b>628</b>
<b>13:00</b>	89	107	94	121	76	49	40	<b>576</b>
<b>14:00</b>	84	115	131	95	108	41	36	<b>610</b>
<b>15:00</b>	90	142	121	108	77	49	36	<b>623</b>
<b>16:00</b>	82	79	112	111	81	36	38	<b>539</b>
<b>17:00</b>	64	94	71	99	55	39	42	<b>464</b>
<b>18:00</b>	84	80	79	97	64	37	37	<b>478</b>
<b>19:00</b>	79	80	99	80	61	30	40	<b>469</b>
<b>20:00</b>	93	102	93	112	69	39	31	<b>539</b>
<b>21:00</b>	83	54	90	88	58	30	62	<b>465</b>
<b>22:00</b>	54	41	59	70	56	11	19	<b>310</b>
<b>23:00</b>	31	46	50	64	32	29	22	<b>274</b>
<b>Total</b>	<b>1,362</b>	<b>1,602</b>	<b>1,648</b>	<b>1,719</b>	<b>1,361</b>	<b>859</b>	<b>844</b>	<b>9,395</b>

