

**Legal Services Commission
General Civil Contract Number []**

**Draft Police Station Immigration Duty Solicitor Schedule
Number []**

Name of Provider	
Address of Schedule Office	
Address(es) of any Linked Office(s)	

TABLE 1 – SCHEDULE DATES			
Schedule Start Date		Schedule End Date	

Background

- A. This is a Pilot Police Station Immigration Duty Schedule (“Schedule”) granting you the right to perform work under the Pilot Police Station Immigration Advice Scheme (the “Pilot Scheme”). These Schedules are awarded only to organisations that hold a General Civil Contract with the Commission authorising Controlled Work in the Immigration Category of Work and which have been selected to take part in the Pilot Scheme following an open tendering exercise. This Schedule forms a ‘Schedule’ to the General Civil Contract.
- B. Under this Pilot Scheme the Commission is piloting provision of independent legal advice to Clients detained at a Police Station or a Short Term Immigration Holding Centre in relation to non-criminal immigration legal matters. While advice to Clients detained and/or questioned in relation to alleged criminal immigration offences is currently covered by the CDS Duty Solicitor Scheme, the Commission recognises that the CDS Duty Solicitors are not always best placed to advise on non-criminal immigration matters.
- C. The Pilot Scheme will be a national telephone duty scheme under which suppliers will undertake to supply by telephone all advice required nationally for week long slots by specialist immigration advisers.
- D. Matters started under this Schedule will not count as “Immigration Asylum or Non Asylum” Matter Starts under a Provider’s General Civil Contract. This Schedule does **not** allocate any additional Matter Starts.

1 Interpretation

In this Schedule, words that are defined in the General Civil Contract or in this Schedule begin with capital letters.

The following words and phrases have the following meanings:

- 1 "Duty Adviser" means an adviser (either a First Duty Adviser or a Back Up Duty Adviser) employed by the Contractor to carry out Contract Work under this Schedule, who must be accredited to at least Level 2 (Senior Caseworker) of the Immigration and Asylum Accreditation Scheme
- 2 "Clause" means a clause of this Schedule;
- 3 "Contract Work" means the provision of legal services by Duty Advisers to Clients in accordance with this Schedule (and does not include Standby or being On Call);
- 4 "First Duty Adviser" means a Duty Adviser with the responsibilities set out at clause 4.3 below.
- 5 "Liaison Officer" means the member of the Commission's or your (as appropriate) personnel responsible for liaising over issues relating to this Schedule;
- 6 "Office" means your Schedule Office, the address of which is set out above;
- 7 "On Call" means, in relation to a Duty Adviser, that person being available by telephone and able to provide telephone advice to Clients under the Scheme;
- 8 "Police Station" means any police station or short term holding facility in England or Wales and should also be read as including a reference to Short Term Immigration Holding Facilities unless specifically stated otherwise;
- 9 "Schedule" means this Police Station Immigration Duty Solicitors Schedule and any annexes to it;
- 10 "Scheme" means the "Police Station Immigration Duty Solicitors" legal services scheme established by the Commission;
- 11 "Back up Duty Adviser" means a Duty Adviser with the responsibilities set out at clause 4.4 below.
- 12 "Standby" means any period during which the Contractor must have a First Duty Advisers On Call.

2 General

The Contractor wishes to take part in the Scheme and the Commission has agreed that they may do so. The Contractor and the Commission agree to the terms of this Schedule.

3 Schedule Period

This Schedule will commence on [] and will terminate on 31 December 2006, unless terminated earlier in accordance with clause 12 below.

4. Services

Providing services under the Duty Scheme

4.1 You will be allocated week long rota slots during the Pilot Scheme Period and the dates of these will be notified to you by our Liaison Officer. During your rota slots you will be responsible for providing advice by telephone on non-criminal immigration matters to Clients detained at the Police Station.

4.2 Your rota slots will operate from twenty four hours a day from Monday to Sunday and will include Bank and Public Holidays falling during the week. The rota slots may be subject to change by us at any time, on giving you written notice.

4.3 You must have at least one First Duty Adviser On Call at all times during your rota slot.

4.4 You must have at least two Back Up Duty Advisers On Call during the hours of 9am to 5pm, Monday to Friday, during your rota slot.

Telephone facilities

4.5 You must supply our Liaison Officer with one telephone number (which may be a mobile telephone number) on which your Duty Adviser(s) are available during your rota slots. This number must:

- (a) during the hours of 9am to 5pm Monday to Friday, provide for calls to be forwarded to a Back Up Duty Adviser if the First Duty Adviser is engaged on a call; and
- (b) at all times, provide for calls to be recorded on a messaging service, if the Back Up Duty Adviser(s) currently On Call are both engaged.

4.6 The telephone service used for the Pilot Scheme must have capacity for a 3 way caller service so that the Duty Adviser can have the Client and an interpreter taking part in the call simultaneously while all are at different locations.

Responding to calls

4.7 The Duty Solicitors Call Centre will contact your Duty Adviser(s) with contact details of Clients who have been detained and require advice under this Pilot Scheme on the telephone number you have supplied under clause 4.5.

4.8 You must ensure that the appropriate Duty Adviser(s) are available to take calls in accordance with clauses 4.3 and 4.4 above, unless (in the case of First Duty Advisers) they are engaged on another call under this Pilot Scheme or (in the case of Back Up Duty Advisers) they are engaged in telephone calls [or meetings] at your office.

4.9 If the Duty Adviser(s) are not available immediately, they should call the Client requiring advice as soon as possible. You should ensure that they speak to all Clients requiring advice within 2 hours of the Duty Solicitor Call Centre telephoning

you to notify you of the requirement.

4.10 We reserve the right to monitor the intervals between the initial call from the Duty Solicitor Call Centre and a Duty Adviser telephoning the Client to give advice, and reserve the right to terminate your contract, or cut the number or duration of your rota slots, if we consider that these intervals are too long.

4.11 We reserve the right to monitor how many calls which are put through to you by the Duty Solicitor Call Centre are answered in person by the Duty Adviser and how many go through to a messaging service, and reserve the right to terminate your contract, or cut the number or duration of your rota slots, if we consider that that the percentage of calls going to a messaging service is unreasonable or is higher than the average amongst providers of the Pilot Scheme.

Allocation of work

4.12 There is no guarantee that you will receive any calls requesting advice during your rota slots, as the volume of calls under this Pilot Scheme will depend on whether Clients have been detained at the police station by the Home Office/ Immigration Service and/ or whether they wish to instruct their 'own solicitor'. These factors are outside the control of the Commission.

How to handle the work

4.13 Your Duty Advisers must provide advice by telephone to all Clients who are referred to you under the Pilot Scheme. This should include (but not necessarily be limited to) making enquiries with the Home Office/ Police station with regards to the Client's reasons for detention and what the proposed course of action they intend to take with regards to the Client, establishing any further information you will require in order to properly advise the Client and advising the Client accordingly.

4.14 If, for any reason, a Duty 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 Commission's Liaison Officer.

Interpreters

4.15 You must at all times during your rota slot be able to provide an interpreter who can take part in the advice telephone call to the Client at short notice where one is reasonably required.

4.16 You may engage your own interpreter provided your choice does not result in delay in advising the Client. Delay in availability of an interpreter does not justify failure to meet the time limits for giving advice set out in clause 4.9 above. You may claim for necessary and reasonable telephone translation costs as a disbursement.

4.17 Telephone translation services are also available for use on the Pilot Scheme though Language Line. Language Line are an independent telephone translation service who supply telephone translation services to a number of the Commission's suppliers. If you use Language Line their costs will be paid direct by the Commission and you may not claim for them.

Limitation of work under this Contract

4.18 You may only provide advice to Clients under this Pilot Scheme Schedule who are referred to you by the Duty Solicitor Call Centre during one of your rota slots.

4.19 You may only provide advice by telephone and may not attend the Client either at the Police Station or any other location, under this Pilot Scheme Schedule. Where, exceptionally, you decide that telephone advice is insufficient you should (a) if the Client is released from detention, refer the Client to a CLS Directory listed provider with a General Civil Contract for Immigration work local to the Client's home or the Police Station, as appropriate and (b) if the Client is detained and there is an LSC run advice service in operation at that place of detention, refer them to that service.

4.20 If your offices are local to the Client's homes or the Police Station where he/she is being detained you may advise them under the terms of your General Civil Contract, if you have Matter Starts available for Controlled Work. 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. Any such work should be separately conducted and recorded and you must inform the Commission's Liaison Officer where you open a Matter Start or apply for a Certificate under these circumstances.

Criminal offences

4.21 Where an Client is to be interviewed in relation to any criminal offence, including immigration offences, the Client should have been assigned a criminal adviser under the CDS scheme. If you are asked to advise a Client and become aware that there is a criminal offence on which advice is required you should not give any advice (even if the Duty Adviser in question has the requisite skills and you hold a General Criminal Contract). The Duty Adviser should request the police to either enable the Client to contact his/her own solicitor or contact the Duty Solicitor Call Centre for deployment of the CDS Duty Solicitor.

5. Changes to the rota

5.1 The Commission may make changes to your rota slots by giving you notice in writing. The Commission may change when your rota slots take place, how long they last, or the hours when you are required to have Duty Advisers On Call, by giving you not less than two weeks notice in writing.

In the event that we have a short term gap in the Scheme rota caused by another provider leaving the Pilot Scheme, you will use your best endeavours to assist us to fill this gap using your Duty Advisers, until a long term solution can be put in place.

6. Duty Advisers

6.1 Duty Advisers undertaking work under the Pilot Scheme must be your employees and at all times be accredited to at least Level 2 (Senior Caseworkers Level) under the Immigration and Asylum Accreditation Scheme.

6.2 You must notify the Commission's Liaison Officer of the names and accreditation PIN numbers of all your employees who will from time to time act as Duty Advisers. At any time you may nominate additional employees who meet the accreditation requirements set out in clause 6.1 above. You will only receive

payment under clause 9 below in respect of Duty Advisers who have been notified to us.

6.3 We may specify further or revised criteria on Duty Advisers on 28 days' written notice to you.

6.4 If at any time an employee does not (any longer) meet the accreditation requirements or you no longer want them to carry out work under this Schedule you must notify us immediately in writing.

7. Liaison

7.1 The Commission wishes to engage in regular dialogue with providers about the Pilot Scheme. Both you and the Commission are required to nominate a Liaison Officer who will act as respective points of contact about the Pilot Scheme.

7.2 If you have any questions about this Specification, your Liaison Officer should contact the Commission's Liaison Officer.

7.3 Communication between the parties in relation to any of the matters set out in this Schedule shall (unless, in any circumstances, this is impracticable) be between their respective Liaison Officers and each party shall notify the other of the names and contact details of their Liaison Officers (and of any changes to them).

7.4 Your Liaison Officer shall make all reasonable endeavours to attend meetings with the Commission and other Liaison Officers from other providers with Schedules under the Pilot Scheme. The dates of these meetings will be notified to you.

8. Forms and information

8.1 You shall send to the Commission's Liaison Officer, when reasonably required, such information and properly completed forms relating to this Schedule as we may reasonably require.

8.2 You shall keep appropriate written records of all advice given to Clients, and of calls made on their behalf, under this Scheme.

9. Payment

9.1 The rates current at the Schedule Start Date are specified in the "Payment Rates Annex" to the Specification. If they change, we will issue a replacement Payment Rates Annex, specifying the new rates and the date from which they apply.

Standby Payments

9.2 You are entitled to claim for hourly Standby Payments for each hour when your First Duty Adviser is On Call under your rota slot, whether or not he or she is required to give any advice under this Pilot Scheme.

9.3 You are not entitled to claim for Standby Payments in respect of your Back Up Duty Advisers.

Telephone Advice Fixed Fees

9.4 You shall be entitled to make a Claim for one Telephone Advice fixed fee for each Client your Duty Advisers advise under this Schedule, provided that you undertake at least one telephone call on the Client's case.

9.5 The Telephone Advice Fixed Fee will cover all calls you make with regard to that Client and his/her case to the Police, Home Office, the Client or any other parties and all work you may do on his/her behalf, including any telephone application for temporary admission or bail.

9.6 If you advise an Client and they subsequently call you back for further advice on the same set of circumstances you may still only claim one Telephone Advice fixed fee in respect of that Client.

9.7 You are not permitted to claim for attendance upon a Client at the Police Station under this Schedule.

9.8 You are not permitted to make any claim in relation to any criminal advice under this Schedule, including, but not limited to, Police Station Telephone Advice (as defined in the General Criminal Contract).

9.9 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.

Disbursements

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

Method of payment

9.11 The Commission will pay you on a monthly basis as if both the payment for Telephone Advice Fixed Fees and any payment for Standby were Controlled Work under your existing General Civil Contract.

9.12 If the Commission makes any overpayment to you under this Schedule, the Commission may send you a debit note specifying the amount of the overpayment, in which case the amount of the overpayment becomes repayable to the Commission.

9.13 Your entitlement to payment is only as provided by this Schedule.

10. General Civil Contract and Funding Code

10.1 For the avoidance of doubt, each of the provisions of your General Civil Contract applies to work carried out under this Schedule as if it were Contract Work except in so far as it conflicts with an express provision of this Schedule. You must comply with the Specialist Quality Mark (the Commission's quality standard) except in so far as the Specification expressly provides otherwise, and the Funding Code applies to all Contract Work.

10.2 Advice given or work undertaken under this Schedule will not count as Matter Starts under your General Civil Contract and must not be reported as such on the Commission's forms.

10.3 For the avoidance of doubt, the Commission is entitled to assess the your Claims for payment for Contract Work as Claims under their General Civil Contract (but at the payment rates specified for work under this Schedule).

11. Amendment

11.1 The Commission may amend this Schedule or any aspect of the Pilot Scheme, so far as is reasonably necessary for the purposes of the Scheme, by issuing a Schedule Amendment Notice. 14 days' notice will be given for urgent amendments and 28 days for non-urgent amendments.

12. Termination

12.1 We may terminate this Pilot Scheme Schedule at any time by giving you 1 month's notice in writing.

12.2 You may terminate this Pilot Scheme Schedule at any time by giving us 3 months' notice in writing.

12.3 We may terminate this Pilot Scheme Schedule immediately on giving you written notification if you fail to comply with the provisions of this Schedule.

Legal Services Commission
Draft Police Station Immigration Duty Solicitor Specification

Name of Contractor:

Contract Number:

Schedule Number:

Payment Rates Annex

Except as otherwise set out in this Annex, payment for telephone advice work will be at the rates set out below.

	Payment Rate
Police Station Immigration Duty Advice Telephone Advice fixed fee (includes all calls made in relation to the matter)	£30.25 per claim
Standby rates*	£4.20 per hour

*This is payable for period on which the main duty adviser is on the rota. It is not claimable in relation to back up advisers. Where a back up adviser takes a call and provides advice they will be able to claim the fixed fee for the advice given.