

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

Information for Applicants (IFA)

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Section One: Background information

1.1 Introduction

The Legal Services Commission (the "LSC") is continuously looking for new and innovative ways of ensuring people gain access to justice what ever their circumstances. Following on from the evaluation of the LSC's Pilot Scheme¹ we wish to commence an open tendering exercise and invite tenders from organisations wishing to deliver telephone advice services for individuals detained at police stations in England and Wales who need legal advice on civil immigration issues.

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 Summary of the Police Station Immigration Telephone Advice 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.

Successful organisation(s) will operate within a standalone service known as the Police Station Immigration Telephone Advice Scheme ("the Scheme") under the terms of a Schedule to the Unified Contract (Civil) which is the main contract between the LSC and its civil Providers.

In summary, calls will be placed from Police Stations to a Call Centre, which will then refer the calls to the organisation on a rota for that week. Please refer to the flow-chart at Appendix Four for an overview of how the process will work.

We are inviting tenders from organisations that can supply this telephone immigration advice on a weekly Rota basis. One organisation per week will cover all calls during the Rota Week which will run from Monday to Sunday between 7am and 12 midnight each day.

We are looking to contract with a minimum of 2 and a maximum of 4 organisations to take part in this Scheme.

Appendix Three contains the draft Schedule which sets out the specific contractual provisions for how the Scheme will operate, in addition the terms of the Unified Contract (Civil) will apply to the Scheme.

The closing date for submitting tenders is 12 Noon on ~~Tuesday 19~~Wednesday 27 August 2008.

1.3 The LSC and its work

A. The LSC

The LSC is responsible for the provision of civil and criminal legal aid in England and Wales. Recipients of legal aid 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

¹http://www.legalservices.gov.uk/civil/remuneration/immigration_asylum_graduated_fee_scheme.asp

provision of information, advice and legal representation, the LSC helps 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. The LSC is a non-departmental public body sponsored by the Ministry of Justice. The Secretary of State for Justice is accountable to Parliament for its activities and performance. With a head office in London, the LSC currently employs some 1,650 staff in 11 offices across England and Wales. A board of independent Commissioners oversees its work.

The LSC has a number of statutory duties including:

- Maintaining and developing the Community Legal Service and the Criminal Defence Service;
- Funding legal and advice services in England and Wales; and
- Identifying where there are unmet legal and advice needs.

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

B. The Community Legal Service (“CLS”)

The CLS consists of a network of legal and advice funders and providers across government and the private and voluntary sectors (known as “Providers”). The network includes solicitors and citizens advice bureaux, law centres and other community organisations, which have achieved the LSC’s own ‘Quality Mark’. The LSC has been contracting with Providers to deliver services since 2000. In addition to individual organisations, the LSC is also working with local councils to set up Community Legal Advice Centres and Networks. The aim of the LSC’s procurement programme is to provide resources, on a ‘one-stop-shop’ basis, for those clients whom research has shown generally have ‘clusters’ of problems. Where clients have more than one issue on which they need advice or assistance, research shows that if a client has to go to more than one supplier of legal advice services, they are more likely to abandon the seeking of advice, leaving their needs unfulfilled.

Through the CLS, people can access relevant information, advice and assistance to help with matters as wide ranging as family, 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 only be carried out under our contracts is determined by our Funding Code, which can be found at www.legalservices.gov.uk (CLS>civil legal aid eligibility) and is governed by the terms of the Unified Contract (Civil). An outline of the Unified Contract (Civil) is set out in Appendix One. A full copy is available on our website (CLS>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 2006 (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). However, following further negotiations with The Law Society the LSC has now announced a revised timetable (the Civil Route Map) for implementation of the Reform Programme, which can also be accessed on our website.

In line with our Reform Programme, we are also intending to procure over the next 3 - 5 years a number of Community Legal Advice Centres and Networks. We have published on our website the list of areas where we are in discussions with local authorities about setting up Community Legal Advice Centres and Networks before 1 April 2010.

1.4 Using this Information for Applicants (IFA)

These instructions are designed to ensure that all Applicants are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

This Information for Applicants (IFA) contains the information you will require to submit your Tender. It contains information on how to tender, what the successful organisation would be expected to deliver and the criteria on which we will assess applications. You are encouraged to read this IFA in its entirety and where specified, download additional information from our website at www.legalservices.gov.uk. Please also regularly visit our website to review any 'Frequently Asked Questions' ("FAQs") and other important information regarding this Tender process.

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

Section One contains background about the LSC's invitation to tender for telephone immigration advice services at Police Stations.

Section Two contains information about the Services for which we are inviting tenders.

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

Section Four contains the conditions of Tender.

Section Five contains the specific Essential criteria and Selection criteria, against which you must demonstrate your suitability in your Tender Form.

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Section Two: Information about the Service we are inviting Organisations to deliver

2.1 What are organisations applying for?

Successful organisations will receive a contract entitling them to give legal advice to clients detained at a Police Station via telephone in the Immigration Category of Law. The work will be performed under our Unified Contract (Civil).

2.2 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 LSC 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 LSC piloted a scheme for the provision of civil 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 advice².

2.3 Who are we looking to contract with?

The LSC has been contracting with Providers to deliver services since 2000.

These organisations, including firms of solicitors, other commercial organisations and Not for Profit advice agencies are all welcome to Tender for the Scheme.

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

Successful Applicants must be able to demonstrate that they meet the Essential Criteria and Selection Criteria.

2.4 Contract for the Service

Appendix One provides a brief outline of the structure of the Unified Contract (Civil) which will underpin this Scheme.

Appendix Three contains the *draft* Schedule that sets out the particular contractual provisions, which will govern the relationship with the successful Provider as well as the rules that will facilitate the operation of the Scheme. In addition, to the Schedule the rest of the

²http://www.legalservices.gov.uk/civil/remuneration/immigration_asylum_graduated_fee_scheme.asp

provisions in the Unified Contract (Civil) will also apply (subject to any provisions which are dis-applied or amended by the Schedule).

We do not intend to alter the substantive content of this draft between now and when the Contract is awarded in September 2008. However, we will provide notice of any changes on our website.

All the Unified Contract (Civil) documentation is available on our website and consequently, whilst we have highlighted some key areas of the Contract in this IFA, we would strongly recommend you familiarise yourself with the express terms of the Contract prior to tendering for the Scheme.

The Contract has been in force since 1 April 2007 and will end on 31 March 2010 unless it is lawfully ended or extended before then. Consequently, subject to the terms of the Contract, the Scheme will commence on 27 October 2008 and end on 31 March 2010.

It is our intention to undertake a further large-scale procurement process in 2009 to procure all our civil legal aid services including new Police Station Immigration advice services to commence on 1 April 2010.

2.5 Legal status of Applicants

We understand from previous bid rounds that organisations may wish to join together in groupings or consortia or expand to put in Tenders which create subcontracting arrangements. However, at the present time, we only wish to contract with a single legal entity for the purposes of providing these services.

Therefore, should you wish to join up with others it will be necessary to form a new single legal entity to provide the advice services required. This will mean that the single entity will be responsible for ensuring the performance of the Provider's obligations under the Contract and that a Client's retainer will always be with the single entity.

Where you wish to join together, we will 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 before the date on which the services commence. The award of a Contract will be conditional upon the single legal entity being in place.

We will also not accept any subcontracting arrangements (e.g. where you will pay another organisation to deliver part of the service). Instead your organisations must be able to provide all the services you are tendering for, without the need to refer any of these matters or levels of work to other organisations (although the Contract does permit the use of agents and Approved Representatives in certain circumstances).

2.6 What percentage of the work under the Scheme can an organisation tender for?

It is essential that the mechanics of the Scheme operate well and provide individuals with prompt access to legal advice. We also recognise that for the Scheme to be attractive for organisations to tender, there has to be regular opportunities to be on the Rota to receive the calls. We are therefore seeking a maximum number of 4 organisations to cover the whole Scheme. The minimum number of contracts we will award is 2.

Consequently, on your Tender Form you must indicate which of the following proportion of Rota Weeks your organisation can undertake:

Option One:

Your organisation is prepared to take part in the Scheme every 1 in 4 Rota Weeks only;

Or

Option Two

Your organisation is prepared to take part in the Scheme in any one of the following proportions, every:

- 1 in 4 Rota Weeks;
- 1 in 3 Rota Weeks; or
- 2 in 4 Rota Weeks.

Should you be successful you will be awarded a Rota Week at least every 1 in 4 weeks.

However depending on the number of successful tenderers (and should you have indicated Option Two on your Tender Form) we may consider awarding you of the any proportions of the work listed in Option Two. **The maximum we may consider awarding you is every 2 in 4 Rota Weeks.**

2.7 Capacity to deliver the service you are tendering for

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 full Rota Week. **As a minimum, and to meet the Essential criteria, you must have at least 6 full time advisers dedicated to the Scheme each Rota Week**

We will assess the number of available advisers and each organisation's proposed method of operating the service as part of each tender. In Appendix Four we have provided information in relation to previous call volumes which shows that on average there were 248 calls per week however we are unable to estimate or confirm what the future demand for the service will be.

2.8 Application for Specialist Quality Mark (SQM)

As per the Essential Criteria, if you are a new Provider, or an existing Provider applying for immigration as a new Category of Law or to deliver immigration from a new Office, you will need to submit those forms required for you to achieve the SQM qualification. You will need to submit one set of the following SQM documents (which can be found on our website) for each office from which you intend to deliver the Service:

- QM1;
- SQM Self Assessment Checklist
- Supervisor Self Declaration Form
- Status Enquiry Form (SIF and OSS)
- Copy of your Office Manual.

N.B: It will be a condition of any award of contract, that, where it has not already done so, the organisation must pass the desktop stage of the SQM in the Immigration category of Law in each Office where the service is to be delivered, prior to the service commencing.

If you are successful in being awarded a contract, between the award and the start of the service, we will then conduct an internal, paper-based audit of the documents (known as a 'Desktop Audit') and your Office Manual to determine whether to award the SQM. We reserve the right to conduct further enquiries as to suitability, or to audit new providers within the duration of the Contract, where appropriate.

2.9 Scheme must commence on 27 October 2008

It is an Essential Criterion of all the invitations in this IFA that the applicant must be able to commence delivering the Scheme on 27 October 2008.

This will be a fundamental condition of any award of contract. Failure to be able to be on the Rota by 27 October 2008 may amount to a fundamental breach and the Contract will be terminated.

Our intention is to award contracts around mid September 2008.

2.10 Contracting with current Providers for this work

Organisations usually hold only one Unified Contract (Civil) for civil work with the LSC. Consequently, if your Tender is successful, and your organisation already holds a Unified Contract (Civil), your Contract will be amended to include the additional work awarded under this Tender Process. This will be achieved by the award of an additional Office Schedule.

Important notes for current Providers under the Unified Contract (Civil)

This tender exercise is to procure additional work under new funding and therefore it has no impact on work already authorised for a current Provider, as set out in their Unified Contract (Civil) Office Schedule/s.

2.11 Contracting with new Providers for this work

Further to paragraph 2.8 (Application for Specialist Quality Mark), to meet the Essential Criteria, if you do not currently hold a Unified Contract (Civil) you must enclose, with your Tender Form the required supporting documentation (see Section 3.3 below), including your Office Manual, to apply for the Specialist Quality Mark.

If awarded a Unified Contract (Civil) you may also be required to fill in additional LSC forms (applying for an account number etc).

New Providers will be awarded a Unified Contract (Civil) i.e. authorising the organisation to carry out legal advice and/or representation in the Immigration Category of Law and locations specified in the Office Schedule.

2.12 How many tenders may you submit?

One tender per organisation is permitted in relation to this invitation to tender.

You must follow the instructions in the Tender Form.

2.13 How the Scheme will operate

The flow chart at Appendix Four sets out how the Scheme operates. Police Station staff will lodge requests for advice from detained individuals with the Call Centre which handles requests for legal assistance. The same Call Centre currently handles requests for advice and assistance for the Crime Duty Solicitor scheme. The Call Centre will filter calls to ensure that the Crime 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 for that week.

The Call Centre will then contact the organisation on the Rota for that week with the client and police station's contact details.

A single organisation will be on the rota for 7 days at a time (i.e. there will not be a panel of organisations on the rota). Organisations will be expected to deal with all calls from the Call Centre during that Rota Week which may include Bank or Public Holidays.

The Scheme will operate from 7am to 12 midnight seven days a week, 365 days a year and organisations will be allocated week long slots during which they will receive all requests for telephone advice from the Call Centre.

The contract will include a right for the LSC to extend the Rota Day up to 19 hours if it is identified that the volume of clients requiring advice under the Scheme between 12 midnight and 7am increases significantly from current levels.

2.14 Performance Standards

There will be two key performance standards which organisations will have to meet:

1. Where the Call Centre does not speak directly to staff in the organisation but leaves a message on its telephone system, the organisation must contact the Call Centre to receive details of the call within 30 minutes of the message being left; and
2. Once an organisation has received the details of a client from the Call Centre the organisation must telephone the Police Station to speak to the client within 45 minutes of receiving the call in order to take initial instructions (and where possible to give advice).

2.15 Stacked Calls

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. Consequently, there may be a backlog of calls to deal with when the adviser comes on duty at 7am. Organisations will be expected to provide sufficient advisers in order to ensure that at all times (and especially at 7am) calls received from the Call Centre will be dealt with within 45 minutes.

2.16 What type of Immigration Advice is required?

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, which cannot be dealt with properly by

telephone, organisations must refer the client either to the CLS Directory or where the client is detained, to an LSC funded detention duty advice scheme if applicable.

There will be no requirement for you to carry out a means test to give advice under this Scheme.

Further details of the advice required are set out in the draft Schedule in Appendix Three.

2.17 Demand for the Scheme

As you will be on the Rota for the entire week you will receive all calls from Police Stations in England and Wales (please see Appendix Four for breakdown of historical calls)

However, 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.

2.18 Accreditation status of all Advisers

The telephone advice Scheme requires advisers to have an in-depth knowledge of immigration and asylum law. Individuals accessing the Scheme 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 (IAAS).

As part of the tender process we will favour those tenders, which can demonstrate that their advisers have extensive technical experience of 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 provide clients with accurate and prompt 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 (see provisions on referrals in the Unified Contract (Civil)).

2.19 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 Scheme to be able to react quickly to the needs of clients in detention.

Multiple advisors will be required to cover the demand for advice services at any one time and to ensure that organisations respond to calls within the required timescale. 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.

2.20 Translation Service

Providers must also have an ability to access a Translation Service during the period that they are on the rota to take calls. We will provide you with access to Language Line (telephone translation service) should you wish to instruct them. However, you may with our prior authority agree to use your own Translation Service.

2.21 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. Organisations must have one central number, which will be held by the Call Centre and on which its 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 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 and responded to in line with the Performance Standards set out in 2.14.

2.22 Payment

You will receive a Standby Rate of £71.40 for each of the days your organisation is on the Rota. In addition you will receive £30.25 for each Client you advise. The rate of £30.25 is a fixed fee regardless of the number of calls and breadth of advice you may need to provide to the client.

All figures above are exclusive of VAT.

Section Three: The Tender Process

3.1 Key date

The closing date for submitting tenders is **12 Noon on 19-27 August 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 Four;
2. Demonstrate how they meet the relevant criteria as set out for each individual service we wish to procure, contained in Section Five; and
3. Fill out the Tender Form and submit all relevant information (Appendix Five – see standalone document on the website).

3.2 Preparation of Tender

Applicants are required to complete and provide all information required by the LSC in accordance with the Conditions of Tender and the IFA. Failure to comply with the Conditions and the IFA may lead the LSC to reject a Tender response.

The LSC relies on applicants' own analysis and review of information provided. Consequently, applicants are solely responsible for obtaining the information which they consider should be submitted in order for the LSC to make decisions regarding the content of their Tenders and to undertake any investigations considered necessary in order to verify any information provided to it during the procurement process.

3.3 What documents do you need to prepare your Tender?

Applicants should read this IFA and all relevant documentation carefully before completing the Tender Form. Failure to comply with these requirements for completion and submission of the Tender may result in the rejection of the Tender. Applicants are advised therefore to acquaint themselves fully with the extent and nature of the services being procured by the LSC and the associated contractual obligations.

If any of the application documents are missing or incomplete the tender may be rejected prior to assessment.

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

Section Five contains the criteria, which describe the types of service we wish the successful organisations to deliver. Should you be interested in delivering the service you must demonstrate how you meet the criteria.

The extent to which you meet the criteria will be assessed on the basis of the responses you give to 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.

You must submit:

- The Tender Form (with any additional pages numbered sequentially e.g. 1 of 6)
- Application for SQM (if you are a new Provider, or existing Provider applying for immigration as a new Category of Law or to deliver immigration from a new Office) including:
 - QM1 – Quality Mark Application Form - requests the contact details of the organisation as a whole;
 - SQM Self Assessment Checklist - requests brief written confirmation of how the organisation meets, or intends to meet, each separate requirement in the SQM;
 - Supervisor Self Declaration form – requests information about how the supervisor for publicly funded civil work will meet the supervisor requirements in the SQM;
 - Status Enquiry Forms x 2
 - 1: (SIF1) – requires organisations to declare any claim against the Solicitors’ Indemnity Fund within the last 5 years;
 - 2: Status Enquiry Forms (OSS1,2,3) which the LSC submits to the regulator to check for disciplinary proceedings or any other adverse findings by regulatory bodies against the firm or staff as part of your application.
 - Office Manual

3.4 The Tender Form

To apply, organisations must complete a Tender Form.

The Tender process is set out below. If you cannot meet the requirements of the Essential criteria set out in Section Five please do not complete your responses to the Selection criteria, as your Tender Form will not be assessed.

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 we will do so.

3.5 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.

The selection criteria are split into two main sections:

- (a) Essential criteria
- (b) Selection criteria

The scoring systems for and application of these criteria are described below.

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. The criteria are contained in Section Five of this IFA.

3.6 Scoring System

Essential Criteria

Section Five contains a list of criteria all of which are essential. Any bid that fails to meet any of these essential requirements will not be considered further.

Essential criteria will therefore be assessed on the basis of pass or fail. An applicant must pass all of the Essential criteria.

Selection Criteria

Section Five contains a list of Selection Criteria. Selection Criteria will be assessed on a rating of 1–5 with '5' ("excellent") being a tender which best meets the criteria and '1' (poor) being a tender which least meets the criteria.

The following weighting will be applied to each Selection criterion:

Question 1 – Scores will be multiplied by 3

Question 2 – Scores will be multiplied by 2

Question 3 – Scores will be multiplied by 1

The Tenders will then be ranked in order. The contracts will be awarded to the applicants with the highest scores up to the point when 100% capacity is reached. A maximum of 4 contracts will be awarded. A minimum of 2 contracts will be awarded.

3.7 How to submit your Tender

Tenders should be sent by hand delivery, recorded delivery/ guaranteed post, courier, tracked DX or other form of delivery where proof of delivery is given to you by an independent source. **We must receive tenders by 12 Noon on ~~Tuesday~~Wednesday 19-27 August 2008.**

For the avoidance of doubt it is not a condition of this tender that you may only use hand delivery, recorded delivery/ guaranteed post, courier, tracked DX or other form of delivery where delivery is guaranteed and proof of delivery is given to you by an independent source. If you choose to use ordinary post or any other form of non-guaranteed delivery (except for fax or email which are not permitted under any circumstances) we will consider your application if it arrives before the deadline. However, if it arrives after the deadline or does not arrive at all, any delivery failure will not constitute exceptional circumstances under the Conditions of Tender at 4.1 below.

Faxed or emailed applications will not be accepted and we will not consider any applications submitted to us by these methods.

Tenders will be received any time up to the deadline stated above.

All applications, however sent, must be marked "Police Station Immigration Telephone Advice Tender – Private & Confidential - for the attention of Glyn Hardy".

Please return applications to:

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

DX 328 London/Chancery Lane

Apart from confirming receipt by telephone in response to your enquiry to a LSC office, please note that we will not check receipt and/or notify you under any circumstances and it is ultimately your responsibility to take all necessary steps to ensure that your application has arrived before the deadline. Please note that we will not acknowledge receipt of any applications in writing.

3.8 Awarding contracts

Once we have ranked the bids according to the system set out above, we will award contracts to those organisations who have met the Essential criteria, starting with highest ranking on Selection criteria. We will award contracts between the minimum of 2 and maximum of 4 organisations as set out in Section 3.6.

3.9 Appeals

Where a Tender received by us is unsuccessful or rejected, applicants will be given written reasons as to why it was unsuccessful or rejected. There will be a right of appeal against our assessment of your tender or our decision to reject your application if it is incomplete.

The right of appeal applies only in the following circumstances: -

(a) where an application is rejected because it has not been received by the deadline, on the basis that their application fell within the “exceptional circumstances” provided for in the Conditions of Tender;

(b) where the applicant does not meet all of the Essential Criteria; and

(c) where the applicant meets fewer of the Selection Criteria or is scored lower on the Selection Criteria than the other applicants who were successful.

Appeals should be made to the address is set out in Section 3.7 within 7 days of receipt of the letter notifying you of the outcome of your application.

The Legal Director (or the Legal Director’s appointed representative) will review all appeals, and he or she will determine the procedure and will decide whether to invite or require any further information and will notify you accordingly, before making a determination on the appeal.

There will be no further right of appeal.

3.10 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(s).

The Conditions of Tender are set out in Section Four and the closing date and time for Tenders to be received by us, is 12 Noon on ~~Tuesday 19~~Wednesday 27 August 2008.

3.11 Questions about this Tender Process

If you have questions you are welcome to ask them up until **4pm on Tuesday 5 August 2008**.

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, with final answers published on **Monday 11 August 2008**. All personal or identifying information will be removed prior to publication.

Please email your questions direct to the following dedicated email address:
immigration-services@legalservices.gov.uk

| 3.12 Timeline | | |
|----------------------|--|--|
| Stage | Activity | Timescale |
| Stage 1 | Documents published <ul style="list-style-type: none"> ▪ IFA ▪ Tender Form | Tuesday 22 July 2008 |
| Stage 2 | Last date for receipt of emailed questions | 4 pm Tuesday 5 August 2008 |
| Stage 3 | Last date upon which responses to questions to be published | Monday 11 August 2008 |
| Stage 4 | Closing date for Tenders to be received. | 12 Noon Tuesday 19 <u>Wednesday 27</u> August 2008 |
| Stage 5 | All Organisations advised of the outcome of its tender | 5 September 2008 |
| Stage 6 | Final Date for receipt of Appeals | 12 September 2008 |
| Stage 7 | Outcome of Appeals (estimate) | 26 September 2008 |
| Stage 8 | Contract documents sent to successful tenderers (estimate) | 3 October 2008 |
| Stage 9 | Commencement of Service | 27 October 2008 |

Section Four: Conditions of Tender

Conditions of Tender

4.1 Tender Forms will be received until **12 Noon on the closing date ~~Tuesday 19~~Wednesday 27 August 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.

4.2 “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. For the avoidance of doubt, if you submit your application by ordinary post or ordinary DX or any other method which does not result in proof of delivery, then failure of any of these methods will not constitute “exceptional circumstances”.

4.3 All applications shall be signed by a duly authorised director, partner or designated member of the applicant.

4.4 We reserve the right to amend the Conditions of Tender, the Tender process/procedure and/or the criteria, at any time in writing before or after the application closing date, by giving general notice on our website.

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 IFA or Tender Form are not provided in full.

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 (Civil), we may corroborate the information given on your Tender Form with your local LSC office.

4.5 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.

4.6 We may request organisations give additional information/clarification at any time during the Tender process. You should be prepared to discuss any aspect of your response with us.

- 4.7 Any questions and answers posted on our website during the Tender process (or before) will not form part of the Contract. Information on errors and omissions may also be posted on the website during the Tender process. Where due notice is given, such information may form part of the Contract.
- 4.8 After evaluation is complete, we will retain copies of all responses for such time as we consider reasonable to satisfy our audit obligations and for other purposes in accordance with condition 4.19 below.
- 4.9 We reserve the right to cancel this invitation in its entirety at any time at our absolute discretion.
- 4.10 If you are successful your application and any documents submitted as part of the application, may form part of your Unified Contract (Civil).
- 4.11 Tender Forms are submitted on the conditions stated in this IFA (as may be amended). Tender Forms submitted subject to additional or alternative conditions may be rejected on the grounds of such conditions alone.
- 4.12 By submitting a Tender Form, you are agreeing to be bound by the terms and conditions in the Unified Contract (Civil) if you are awarded one.
- 4.13 The right of appeal for unsuccessful candidates is limited to that set out at Section 3.9.
- 4.14 Applicants are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the LSC, or any of their advisers, be liable for any costs.
- 4.15 All intellectual property rights in this IFA, associated documents, Tender Forms, and Contract Documents are and shall remain our property.
- 4.16 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.
- 4.17 The award of a Unified Contract (Civil) does not guarantee a minimum amount of work under the Scheme. The LSC does not control the numbers of requests for telephone advice you will receive. Providers that are awarded a Unified Contract (Civil) will be authorised to undertake Rota Weeks subject to any bespoke contracting conditions set out in the Contract's 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.
- 4.18 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.

- 4.19 We may use the information included in your response for any reasonable purpose connected with this application exercise.
- 4.20 Any organisation who directly or indirectly canvasses any employee of the LSC concerning the award of the Contract(s) will be disqualified.
- 4.21 All organisations are recommended to seek their own financial and legal advice.

Confidentiality and Freedom of Information Act 2000

- 4.22 Applicants should note that under the Freedom of Information Act 2000 (“the FOIA”), 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 FOIA.

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 FOIA), 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, 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 will be disclosed once the selection process is complete. The rules of the Tender process (including application and selection rules) contained in this IFA are not legally binding and no contract is formed between applicants and the LSC. However, this IFA, the Tender Form and documents submitted as part of the Tender, will form part of the Contract for the successful Tenderer.

Definitions

- 4.23 When used in this IFA, the following expressions shall have the meanings set out below or in the *draft* Schedule.

“Act” means the Access to Justice Act 1999;

“Adviser” means an adviser accredited to at least Level 2 - Senior Caseworker - of the Immigration and Asylum Accreditation Scheme (IAAS)

“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. “Immigration” implies the words “Category of Law” immediately following it;

“Call Centre” means the call centre set up by the LSC which will receive all the calls from Police Stations in England and Wales.

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

“Contract” means the Unified Contract (Civil) which consists of the all the Contract Documents;

“Contract Documents” means the Unified Contract (Civil) Contract for Signature, Standard Terms, Specification and each Office Schedule;

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

“Legal Help” has the meaning set out in the Funding Code;

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

“LSC” means the Legal Services Commission;

“Office” means your organisation's permanent premises where the majority of your services are accessed, on a face to face basis, by the client;

“Office Schedule” means an office schedule issued under the Unified Contract (Civil) specifying the nature of work to be carried out by a Provider and the location from which such work may be provided;

“Rota Week” means the week a particular organisation shall receive all calls from the Call Centre from Monday to Sunday, 7am to 12am inclusive.

“Rota” means the Rota drafted by the LSC setting out the particular Rota Week for each successful organisation.

“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;

“Scheme” means the Police Station Immigration Telephone Advice Scheme which are inviting tenders to deliver in this IFA.

“Service” means the service to which the invitation to tenders relates, to deliver civil legal aid advice under the Unified Contract (Civil);

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

“Standard Terms” means the Unified Contract (Civil) Standard Terms

“Tender” means an offer by an organisation to deliver the work contained in an 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 applicants must Tender for work;

“Unified Contract (Civil)” means the contract for civil legal aid Providers first issued in April 2007.

Section Five: Criteria

Essential Criteria

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

- Organisations must satisfy all the following essential criteria in order to move on to the next stage where the selection criteria will be assessed
- You must answer all questions set out in the Tender Form under each essential criterion.

A. Commencing the Service

Organisations must be able to deliver the service in accordance with the terms of the contract from 27 October 2008 and in particular must have in place:

- Capacity of Advisers to deliver the service. Organisations must have, as a minimum the equivalent of 6 full time advisers available to work ~~each day~~ during a Rota Week
- Capacity of Advisers to provide telephone advice from 7am – Midnight
- A three way telephone phone system
- Arrangement to access a Translation Service

B. Experience of Advisers

Organisations must have Advisers that are accredited to at least Level 2 (Senior Caseworker) under the Immigration and Asylum Accreditation Scheme.

The advisers must also be registered with the relevant regulatory body for inclusion on their respective lists of accredited advisers (i.e. the SRA register or the OISC list of accredited advisers).

C. Supervision arrangements

Organisations must have at least one accredited Supervisor who:

1. Meets the SQM Supervisor Standards; and
2. Has at least 3 years experience as an Immigration Supervisor; and
3. Who will supervise the work under the Scheme and be accessible to Advisers to contact at all times during a Rota Week.

D. Performance Standards

Organisations must be able to meet the following Performance Standards:

- 1. Where the Call Centre does not speak directly to staff in the organisation but leaves a message on its telephone system, the organisation must contact the Call Centre to receive details of the call within 30 minutes of the message being left; and**
- 2. Once an organisation has received the details of a client from the Call Centre the organisation must telephone the Police Station to speak to the client within 45 minutes of receiving the call in order to take initial instructions (and where possible to give advice).**

E. Telephone System

Organisations must have a suitable telephone system which includes:

- 1. A messaging or divert system that will allow messages to be left by the Call Centre and to be retrieved by your Advisers; and**
- 2. Capacity to undertake a three way call to enable an Adviser, Client and if necessary an interpreter to part in the call simultaneously while at different locations**

F. Knowledge of the Full Range and Breadth of Immigration Advice

The organisation, through its Advisers, must have knowledge of the full range and breadth of work in the Immigration Category of Law.

(For the full range see the Immigration SQM Category Definition contained in the SQM)

G. Specialist Quality Mark

Any organisation tendering that does not hold the Immigration SQM must submit the following documents in order to apply for the Specialist Quality Mark (SQM) with its tender application:

- QM1**
- SQM Self Assessment Checklist**
- Supervisor Self Declaration Form**
- Status Enquiry Forms (SIF and OSS)**
- Copy of Office Manual**

N.B: It will be a condition of any award of contract, that, where it has not already done so, the organisation must pass the desktop stage of the SQM in Immigration, prior to the service commencing.

H. Finance

On the written request of the LSC to repay money, the organisation must not have *failed* either to:

- 1. Make proposals for repayment by any deadline set; or**
- 2. Adhere to a repayment agreement.**

I. Notice to Terminate

The organisation must not have received a notice to terminate (other than on a no-fault basis) any contract (civil) between it and the LSC in the last two years (1 July 2006 – 1 July 2008).

J. Peer Review

Any organisation that currently holds a Unified Contract must not be operating under a confirmed peer review rating at 4 or 5 in any civil Categories of Law following conclusion of the Peer Review process.

Selection Criteria will be assessed on a rating of 1–5 with ‘5’ (“excellent”) being a tender which bests meets the criteria and ‘1’ (poor) being a tender which least meets the criteria.

The following weighting will be applied to each Selection criterion:

Question 1 – Scores will be multiplied by 3

Question 2 – Scores will be multiplied by 2

Question 3 – Scores will be multiplied by 1

1. Preference will be given to Organisations that can demonstrate experience of delivering Immigration and Asylum advice services to at least Level 2 of the IAAS by reference to years of experience, volume and breadth of advice in Immigration and Asylum law provided by advisers.

2. Preference will be given to an Organisation that can demonstrate, through a realistic and effective management plan, that it has the flexibility and capacity to deliver advice under the Scheme.

In particular, we are looking for organisations that can demonstrate the 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.

3. 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. (i.e. where a client’s only form of access to advice is via the telephone.)

Organisations should give a detailed description of their experience of managing advice services over the phone. This does not include simply responding to ad hoc telephone queries requesting advice.

Appendix One: Background information about civil contracting

A. 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.

B. 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 license 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 Wales and Regional Offices, but you may also be devolved important powers such as the power to grant funding yourself in urgent cases.

C. 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 (Civil), which underpins the scheme.

The Commission contracts with organisations (referred to as ‘Providers’) to provide services within the terms of the Unified Contract (Civil), 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 (Civil) 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.

D. The Unified Contract (Civil)

The Unified Contract (Civil) 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 (Civil) will be awarded a on the condition that these standards are met within a prescribed period.

Structure of the Unified Contract (Civil)

A full copy of the Unified Contract (Civil) can be downloaded from our website at www.legalservices.gov.uk>CLS>TheUnifiedContract Or you can ask your regional office to provide a full copy of the Unified Contract (Civil).

| Structure of the Contract | |
|----------------------------------|---|
| Contract Document | Main areas |
| 1. Contract for Signature | (a) the parties to the Contract (b) terms on liabilities of parties (c) overall payments |
| 2. Office Schedule/S | We will issue you with Office Schedule/s from the date you commence the contract work. The Office Schedules will set out: (a) The Legal Services you must undertake during each Contract Year (or as pro-rated) and other conditions of the of the Contract (b) Payments and any Performance Standards for that year. |
| 3. Standard Terms | These are the LSC’s Unified Contract Standard Terms, which cover our relationship with you and apply to all providers. |

| | |
|----------------------------------|--|
| 4. Annexes to the Standard Terms | <p>There are 8 annexes to the Standard Terms which cover:</p> <ul style="list-style-type: none"> 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 |
| 5. Contract Specification | <p>This covers the way you should undertake Specialist/Controlled Work and Representation/Licensed Work for Clients and includes:</p> <ul style="list-style-type: none"> ▪ General Rules (covering all Categories of Law); ▪ Category Specific Rules; ▪ Payment Annex 2007; and ▪ Payment Annex 2008. |
| 6. IFA | <p>The requirements set out in the IFA are terms of this Contract.</p> |
| 7. Your Tender | <p>It is a term of this Contract that you comply with your Tender submitted in response to the IFA including any Letters of Clarification.</p> |

E. Payment and reconciliation

The remuneration systems and payment rates for work under the Unified Contract (Civil) are set out in the Specification (Payment Annexes 2007 and 2008).

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 2007 is made through the LSC's Fixed Fee Scheme.

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.

Appendix Two - Specialist Quality Mark (SQM) definition 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 – Draft Police Station Immigration Telephone Advice Service Schedule

Legal Services Commission (LSC)
Unified Contract (Civil) Number []

Police Station Immigration Telephone Advice Scheme

Schedule Number []

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

| TABLE 1 – SCHEDULE DATES | | | |
|----------------------------|-------------------|--------------------------|---------------|
| Schedule Start Date | [27] October 2008 | Schedule End Date | 31 March 2010 |

| TABLE 2 – Minimum Number of Rota Weeks | |
|--|--|
| | |

Background

- A. This is a Unified Contract (Civil) 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 (Civil).
- 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 Clients 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. In accordance with the Funding Code, work undertaken under this Scheme is Legal Help work. However this Schedule does **not** allocate any additional Matter Starts.
- G. 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 (Civil).
- I. The provisions of the Unified Contract (Civil) apply to this Scheme except for the following Section of the Civil Specification:

- I. Section 2
- II. Section 5
- III. Section 7.7 – 7.48 inclusive
- IV. Section 11

1 Interpretation

Definitions set out in the Unified Contract (Civil) 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 LSC 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.

“Home Office” means the department within the Home Office which deals with Immigration and Asylum issues, currently know as the ‘UK Border Agency.

“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 LSC.

“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 [27] October 2008 and will terminate on 31 March 2010, unless it is lawfully ended (in accordance with Clause 30 of the Standard Terms) or extended before then.

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 with which you must comply

- 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 [*insert number as per tender*] numbers of Immigration Telephone Advisers available during your Rota Week to give advice by telephone on non-criminal Immigration matters to all Clients detained at the Police Station that request advice.
- 4.3 It is a condition of this Contract that, where the Call Centre leaves a message on your messaging service asking you to contact them, you must ensure that an Immigration Telephone Adviser contacts the Call Centre to take details of the client to be contracted within 30 minutes.
- 4.4 It is a condition of this Contract that you must ensure that an Immigration Telephone Adviser contacts the Client to take instructions police station (and where possible to give advice) within 45 minutes of receiving the details of the Client from the Call Centre.
- 4.5 If you have difficulties in contacting the Police Station (e.g. where the Police Station does not answer the phone) you must record this on the case file and report this on the relevant Contract Report Form.
- 4.6 In relation to paragraphs 4.3 and 4.4, 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 (and 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 Slots.
- 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 asking you to contact them. You must contact the Call Centre as soon as possible and in any event within 30 minutes, in order to obtain 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 and you subsequently return the call and speak to the Call Centre and obtain the details of the client.
- 6.5 It shall be your responsibility at all times to monitor your messaging service 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 45 minutes 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;
- Advising the Client accordingly as to what the proposed course of action is for the Client and
- 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 Liason 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 Unified Contract (Crime)). 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 solicitor 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. per Rota Day within a Rota Week, 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-rated 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 Translation Services.

15. Flexibility

15.1 If a Provider 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 We may extend the hours of any Rota Slots up to 19 hours (e.g. to commence from 6am and end at 1am) by giving you Notice under this Contract. Where we increase the hours we will pro rata increase the Standby Payment.

15.3 If you do undertake calls in addition to your designated Rota Weeks under 15.1 above we shall pay you for those calls and make Standby Payments in accordance with the terms of this Schedule.

16. Contingency plan for failure in telephone system

16.1 You will need to have in place contingency plans which take account of major failure occurring in your telephone system. If your telephone service goes down and you are unable to receive and / or make calls, you must notify us and the Call Centre within 15 minutes who will arrange for calls to go another Provider until such time as the original Provider is up and running again.

16.2 If your telephone system or phone lines go down, you will need to use cell phones to make the outgoing calls to clients until such time as the telephony system or phone lines become available again.

16.3 You must have staff in place throughout the Contract Term with the relevant skills to maintain their IT systems. Providers must also have suitable maintenance contract(s) and back-up system(s) in place for their telephone equipment and IT system in the event of any malfunction or breakdown to ensure swift resolution.

16.4 If your telephone system fails, then depending upon the level of service available, we reserves the right to request an action plan including steps and timescales to improve systems, terminate the contract or move work to another provider.

17 Rates of Payment

17.1 The payment rates are set out in the Table below:

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

17.2 Weekends, Public and Bank Holidays are payable at the rates shown in table 16.1. Note that higher rates are only payable for being on Standby on a Bank or other Public Holiday.

17.3 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.

18 Submitting your ITA Claims and method of payment

18.1 You must submit your ITA Claims on the appropriate Contract Report Form by the 20th of each month. (i.e. your ITA Claims for October 2008 must be submitted to us by the 20th of November 2008).

18.2 We will pay you on a monthly basis on the same terms as Controlled Work is paid under the Unified Contract (Civil) (see Clauses 14 – 18 of the Standard Terms).

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

APPENDIX FOUR - Data on Calls and Flow chart

PART ONE

**Immigration Cases - Day of Week & Time of Day
1st October 2007 to 31st March 2008**

Average Number of calls over the period by day and hour

| | MON | TUE | WED | THU | FRI | SAT | SUN | Total |
|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| 00:00 | 1 | 1 | 1 | 1 | 1 | 1 | 0 | 6 |
| 01:00 | 1 | 1 | 1 | 1 | 1 | 1 | 0 | 6 |
| 02:00 | 1 | 1 | 1 | 1 | 1 | 1 | 0 | 6 |
| 03:00 | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 4 |
| 04:00 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 05:00 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 06:00 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 07:00 | 0 | 1 | 1 | 1 | 1 | 1 | 0 | 5 |
| 08:00 | 1 | 2 | 2 | 2 | 2 | 1 | 1 | 11 |
| 09:00 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 13 |
| 10:00 | 2 | 3 | 3 | 3 | 3 | 2 | 2 | 18 |
| 11:00 | 3 | 2 | 3 | 3 | 3 | 1 | 1 | 16 |
| 12:00 | 3 | 3 | 3 | 3 | 3 | 1 | 1 | 17 |
| 13:00 | 3 | 3 | 3 | 3 | 2 | 2 | 1 | 17 |
| 14:00 | 3 | 3 | 3 | 3 | 2 | 1 | 1 | 16 |
| 15:00 | 2 | 3 | 3 | 2 | 2 | 1 | 1 | 14 |
| 16:00 | 2 | 2 | 3 | 2 | 2 | 1 | 1 | 13 |
| 17:00 | 2 | 3 | 3 | 2 | 2 | 1 | 1 | 14 |
| 18:00 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | 12 |
| 19:00 | 2 | 2 | 2 | 3 | 2 | 1 | 1 | 13 |
| 20:00 | 3 | 3 | 3 | 3 | 1 | 1 | 1 | 15 |
| 21:00 | 1 | 2 | 2 | 2 | 2 | 1 | 1 | 11 |
| 22:00 | 2 | 1 | 1 | 2 | 1 | 1 | 1 | 9 |
| 23:00 | 1 | 1 | 2 | 2 | 1 | 1 | 1 | 9 |
| Total | 37 | 43 | 47 | 44 | 37 | 23 | 17 | 248 |

This period covers 26 weeks plus 1 additional Monday

The above table shows the average number of calls deployed to providers on the scheme within each hour of each day.

For instance, the average number of calls deployed to providers between 14:00 and 15:00 on a Monday was 3.

The periods are also highlighted in 3 colours:

Yellow to identify the core hours of the scheme between 09:00 and 17:00

Blue to identify non core hours between 00:00 - 09:00 and 17:00 - 00:00.

Green to identify the weekend

These breakdowns can be used as a tool by potential bidders to determine the historical level of intake across periods of each day and week, and thereby aid them in deciding the level of resource i.e. number of Advisers, that may be required to support the scheme

It should be borne in mind however that as the scheme currently does not operate between 00:00 and 07:00, providers can expect that the number of calls taken by the DSCC from Police Stations in that period to be stacked up for the scheduled provider at 07:00.

For instance, each Monday over the last six months, an average of 4 calls will have been taken by the DSCC between 00:00 and 07:00 which will then be stacked up for the provider to deal with at 07:00.

Please note that the figures included in the table above represent average numbers of calls deployed to providers within each hour of each day. As such these do not represent exact figures on the volume of calls received and are intended for use as a guide only.

PART TWO

Immigration Cases - Day of Week & Time of Day 1st October 2007 to 31st March 2008

Total Number of calls over the period by day and hour

| | MON | TUE | WED | THU | FRI | SAT | SUN | Total |
|--------------|-------------|-------------|-------------|-------------|------------|------------|------------|-------------|
| 00:00 | 18 | 27 | 25 | 34 | 31 | 35 | 12 | 182 |
| 01:00 | 29 | 30 | 20 | 17 | 31 | 24 | 10 | 161 |
| 02:00 | 14 | 16 | 15 | 14 | 25 | 19 | 8 | 111 |
| 03:00 | 12 | 16 | 18 | 13 | 24 | 8 | 10 | 101 |
| 04:00 | 6 | 9 | 13 | 9 | 9 | 7 | 5 | 58 |
| 05:00 | 7 | 14 | 12 | 8 | 10 | 7 | 7 | 65 |
| 06:00 | 9 | 11 | 22 | 10 | 9 | 3 | 7 | 71 |
| 07:00 | 12 | 18 | 33 | 20 | 21 | 21 | 12 | 137 |
| 08:00 | 34 | 61 | 44 | 47 | 42 | 30 | 22 | 280 |
| 09:00 | 46 | 49 | 55 | 64 | 39 | 48 | 34 | 335 |
| 10:00 | 54 | 81 | 88 | 70 | 70 | 46 | 46 | 455 |
| 11:00 | 71 | 63 | 73 | 72 | 89 | 34 | 28 | 430 |
| 12:00 | 80 | 74 | 69 | 88 | 65 | 32 | 36 | 444 |
| 13:00 | 81 | 73 | 82 | 68 | 48 | 40 | 33 | 425 |
| 14:00 | 72 | 79 | 72 | 84 | 54 | 33 | 26 | 420 |
| 15:00 | 66 | 72 | 79 | 64 | 49 | 36 | 32 | 398 |
| 16:00 | 60 | 61 | 82 | 62 | 52 | 30 | 22 | 369 |
| 17:00 | 60 | 78 | 70 | 64 | 49 | 22 | 34 | 377 |
| 18:00 | 57 | 60 | 58 | 46 | 52 | 27 | 34 | 334 |
| 19:00 | 54 | 54 | 42 | 66 | 40 | 38 | 30 | 324 |
| 20:00 | 71 | 70 | 70 | 90 | 38 | 27 | 21 | 387 |
| 21:00 | 35 | 64 | 45 | 56 | 46 | 26 | 23 | 295 |
| 22:00 | 51 | 37 | 31 | 43 | 28 | 29 | 13 | 232 |
| 23:00 | 33 | 30 | 39 | 40 | 36 | 20 | 19 | 217 |
| Total | 1032 | 1147 | 1157 | 1149 | 957 | 642 | 524 | 6608 |

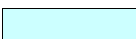
This period covers 26 weeks plus 1 additional Monday

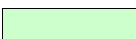
The above table shows the total number of calls deployed to providers on the scheme within each hour of each day between 1 October 07 and 31st March 2008

For instance, the total number of calls deployed to providers between 14:00 and 15:00 on a Monday between October and March was 72.

The periods are also highlighted in 3 colours:

 Yellow to identify the core hours of the scheme between 09:00 and 17:00

 Blue to identify non core hours between 00:00 - 09:00 and 17:00 - 00:00.

 Green to identify the weekend

These breakdowns can be used as a tool by potential bidders to determine the historical level of intake across periods of each day and week, and thereby aid them in deciding the level of resource i.e. number of Advisers, that may be required to support the scheme

It should be borne in mind however that as the scheme currently does not operate between 00:00 and 07:00, providers can expect that the number of calls taken by the DSCC from Police Stations in that period to be stacked up for the scheduled provider at 07:00.

For instance, across the 27 Mondays over the last six months, a total of 95 calls will have been taken by the DSCC between 00:00 and 07:00 which will then be stacked up for the provider to deal with at 07:00.

PART THREE

Police Station Immigration Telephone Advice

