

## **Annex 3**

### **Legal Services Commission New Asylum Model Early Legal Advice Pilot in Solihull Specification**

1. Contract Work undertaken under your Pilot Schedule is Controlled Work under the Unified Contract.
2. So far as is reasonably necessary for the purposes of the Pilot Scheme, we may amend this Specification on written notice to you. 14 days' notice will be given for urgent amendments and 28 days for non-urgent amendments.
3. This Specification forms part of your New Asylum Model Early Legal Advice Pilot Schedule. It does not govern any other work carried out under your Unified Contract. The Specification to the Unified Contract (as amended, including the new Specification (and the Immigration section of that new Specification) to be effective from 1 October 2007) also applies to work under the Pilot Scheme, except where this Specification expressly provides otherwise. If there is a conflict between this Specification and the Unified Contract Specification, this Specification shall take priority.

#### **Rota arrangements**

4. The Rota that we put in place will provide for our administrator to contact your organisation to allocate to you Pilot Scheme Contract Work. In most cases the main form of communication will be by fax and email; however, telephone contact numbers will also be required.
5. The number of slots on the Rota you have been allocated is set out at in the rota that you receive each week in advance.

#### **Approved personnel**

6. Only accredited advisers -i.e. individuals accredited to at least Level 1 of the Immigration and Asylum Accreditation Scheme - shall perform Contract Work. This will include probationers who have passed the Multiple Choice Test as part of the Immigration and Asylum Accreditation Scheme and are working under close supervision.
7. Attendance at the Interactive Home Office Interview may only be performed by Advisers Accredited to Level 2 (Senior Caseworker) of the Immigration and Asylum Accreditation Scheme.
8. We may specify further or revised criteria on 28 days' written notice to you.
9. It is for you to determine who performs Contract Work, provided the individuals meet the requirements set out in paragraphs 6 and 7 above.
10. You and we will each maintain a record of your Advisers including such details as we may specify. We will make our record available to the Home Office (NAM) interviewing

venue in Solihull. Anyone whose name does not appear on our record as a Level 2 Adviser is not an Adviser with capacity to attend the Interactive Home Office Interview.

11. Any failure to comply with the terms of this Specification will lead to the claim for the Contract Work of the relevant Adviser being disallowed on assessment, for instance where it is found that a Level 1 Adviser (rather than a Level 2 Adviser) has attended the Interactive Home Office Interview. This may lead to suspension from the Pilot Scheme and the application of a Contract sanction.

### **Contract Work**

12. At the appointment for the client the Adviser should provide advice and assistance to the Client regarding the asylum matter. This should cover, but is not limited to:

- Completing the relevant Legal Help forms;
- Applying the sufficient benefit test;
- Perusing the client's documents;
- Assessing status;
- Advising the client on the relevant procedures; and
- Preparing a Statement of Claim in support of an application in most cases.

13. After the Statement of Claim has been submitted, contact should be made with the NAM Case-Owner (this is the Home Office official who is responsible for making the decision on the client's claim and dealing with all other aspects pertaining to the client) to agree issues:

- that are material but which the NAM Case-Owner is willing to accept without further proof after submission of the statement of claim and general supporting evidence and which need not be the subject of further proof or argument;
- which remain in dispute, about which the NAM Case-Owner intends to question the client in the Interactive Home Office Interview, which could not be resolved by further objective evidence; and
- which remain in dispute, about which the NAM Case-Owner intends to question the client in the Interactive Home Office Interview but which could potentially be resolved by further objective evidence.

14. All parties will record both the issues being agreed and those in dispute on a pro-forma, which will form part of the file and will be included in the appeal bundles of both the client and the Home Office in the case of any appeal.

15. The Adviser should then address the contentious matters through further evidence gathering, whether by a further statement of claim from the client and/or through relevant independent evidence such as a medical or other report.

16. Disbursements for medical or other reports should only be pursued if it is both reasonable (in terms of the amount) and necessary (i.e. it will add materially to the point in dispute).

17. For instance, where the client claims to have suffered torture, inhuman or degrading treatment (including rape) or other serious forms of psychological, physical or sexual violence, and the treatment claimed is material to the case and the NAM Case-Owner has raised this as a potential contentious issue, the Adviser should confirm fully how a

report will advance the client's case, set out the issues and confirm the competence of the expert instructed or to be instructed on an attendance note or in the request for further funding.

18. The report must make a material difference to the case. This means that the report must address the issue of corroboration of material facts, for example, whether the client's injuries or medical condition are consistent with the treatment claimed and which will or is likely to lead to a positive outcome for the case.
19. The following should also be borne in mind when considering independent verification evidence:
  - Is there an allegation of torture or other trauma which is material to the decision and which expert medical evidence could reasonably resolve?
  - Are there gaps in publicly available objective evidence on issues which are material to the decision and for which expert country evidence can reasonably be obtained?
  - Are there specific documents presented, the validity of which is material to the decision and which can reasonably be verified by a relevant expert?
  - Is the language or dialect spoken by the client material to the decision and can this reasonably be verified by a relevant expert?
  - Is nationality, ethnicity or clan of the client material to the decision and can this reasonably be verified by a relevant expert?
  - Is the age of the client material to the decision and can this reasonably be verified by a relevant expert?
  - Is the client's mental capacity to give evidence/be interviewed in dispute, and could the matter reasonably be resolved by expert medical evidence?
20. The Pilot Scheme requires attendance at the Interactive Home Office Interview. This should be a forum for clarifying issues which have already been put before the NAM Case-Owner and the testing of issues which are considered to be in dispute. You will be expected to attend the Interactive Home Office Interview and to play an active role.
21. Failure to engage in this process may lead to suspension from the Pilot Scheme. Persistent failure may lead to the application of a Contract sanction.
22. If you have any questions about this Specification, your Liaison Officer should contact our Liaison Officer.

## **Forms and Information**

23. You shall send to our Liaison Officer, when reasonably required, such information and properly completed forms relating to this Schedule as s/he may reasonably require.
24. As part of the monitoring and evaluation process, you must be able to keep easily accessible records of all the clients you have advised during the pilot. These records should be in the form of a CMRF (for quantitative information).
25. Files must also be made available upon request, should the evaluation panel or our Liaison Officer require these for qualitative information (to assess the quality of advice given to the client).

26. For qualitative evaluation purposes, we may subject all or a sample of your files to the Peer Review process. Further information regarding the peer review process is set out on our website.
27. The evaluation panel may request you to attend meetings, interviews and workshops (at a mutually convenient time and place) during the pilot and/or on its expiry, in order to gather evidence and information about your experiences of the pilot.
28. Our Liaison Officer may request, giving reasonable notice of 28 calendar days, the following breakdown of costs/time for each client, in a mutually agreed format:
  - A breakdown of costs (or time) incurred prior to attendance at the Interactive Home Office Interview;
  - Disbursements incurred for each client;
  - Costs (or time) incurred for attendance at the Interactive Home Office Interview;
  - Outcomes, including appeal outcomes; and
  - Any other information required for evaluation.