



SCHEDULE 4
SPECIFICATION
FOR THE PROVISION
OF PRIVATE
ENFORCEMENT
SERVICES



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HER MAJESTY'S COURT SERVICE SPECIFICATION

FOR THE PROVISION OF PRIVATE ENFORCEMENT SERVICES

1 FOREWORD

- 1.1 Contracted Private Enforcement Services are currently provided to Magistrates' Courts in England and Wales. This Specification, which will form part of the Contract, sets out the requirement for the provision of Private Enforcement Services to the Ministry of Justice ("the Department"), its Executive Agencies, NDPBs and Associated Offices.
- 1.2 The Contractor shall be deemed to have satisfied himself as regards the nature and extent of the Services to be performed. No claims by the Contractor for additional payments will be allowed on the grounds of misunderstanding or misinterpretation due to lack of knowledge of the requirements as set out in the documents, which comprise the Contract. The Conditions of Contract for the Supply of Goods and Services, attached at Schedule B shall apply.
- 1.3 This Contract may also be used by all bodies which comprise the other Government Departments and Agencies, local Government Bodies and Non-Departmental Public Bodies. The Department reserves the right to negotiate pricing, invoicing, contract management and any other area it sees fit, should the use of the contract be extended beyond the scope described in paragraphs 6 and 7 of this document.
- 1.4 There will be eight contracts plus six reserve contracts. The six English regions will each have a principal and reserve contractor. The Welsh region will have two principal contractors. A Contractor can be awarded a maximum of three principal contracts and a maximum of two reserve contracts. A Contractor must be a principal to be a reserve. Welsh principals can be reserves for English regions.
 - 1.4.1 Subject to the principal contractor failing to meet contracted performance requirements in **Appendix A paragraph 7.4** in two consecutive quarters, the Department reserves the right to divert 20% of warrant volumes to the reserve contractor. Should the principal contractor not recover performance to Minimum Attainment Standard (MAS) level by the end of the next two consecutive quarters the contract may be transferred to the reserve contractor in its entirety who then becomes the new principal contractor. At this point the Department will decide if it wishes the former principal contractor to become the reserve contractor or terminate the contract completely. The contractors performance against the other MAS Service Level Indicator's (SLI) will be taken into account when making any decision. In the case of the Welsh region this process follows the English model except that the process of transferring warrants in 20% blocks will continue until 80% of warrant volumes have been diverted. At this point the Department will decide if it wishes to terminate the contract completely.
- 1.5 No level of work is guaranteed and all figures provided are the volumes of warrants raised and allocated in 2006/07 2007/08 and Quarter 1 2008/09. They are given to provide context but Contractors should not assume that both overall warrant volumes and the pattern of warrant allocation will hold throughout the contract. The Contractor may receive all warrants issued by HMCS should it be deemed necessary by HMCS. The Criminal Operational Blueprint (The Blueprint) for 2008 to 2012 sets out HMCS's strategic objective for enforcement which primarily focuses on first time compliance whilst continuing to apply the principles of rigorous enforcement to the hard-core of defaulters. Delivery across HMCS of the proposals set out in The Criminal Operational Blueprint is scheduled for completion by March 2012. At this stage it is not possible to quantify the degree to which the compliance agenda will reduce warrant volumes to both in-house

Civilian Enforcement Officers (CEOs) and contractors. However, it is fundamental to the success of this policy that the quality of the data set and the timely issue of warrants by the courts should improve the percentage of executable warrants. A copy of the Blueprint is attached at **Appendix C**.

- 1.6 The Tribunals, Courts and Enforcement Act, 2007 received Royal Assent on 19 July 2007. The Act has wide reaching implications for the bailiff industry including in respect of modernisation and consolidation of bailiff law and a new fee structure. These provisions are contained in Part 3 and Schedule 12 of the Act. Independent regulation of bailiffs will replace the current county certification procedure. Contractors should note that the fee structures and protocols agreed at contract formation will be replaced by the statutory fee framework and law at sometime during the tenure of the contract. There will of course be comprehensive consultation ahead of implementing Part 3 of the Act and introduction of independent regulation.
- 1.7 If required for the purposes of audit and performance monitoring the Contractor shall allow the Department's nominated representative to have access to relevant records, to take copies of such, and to observe their working methods.

2 DEFINITIONS

- 2.1 As used in this Specification and other schedules, the following terms and expressions shall have the following meanings:

The Contractor/AEA	Approved Enforcement Agency
Defaulter/Defendant	The person named in the warrant or order issued by the area
Regional Contract	Appointed and employed by the Department the Regional Contract Manager will be Manager (RCM) the main point of contact for/responsible for day to day contact with the Contractor
Area Contract Manager (ACM)	Appointed and employed by the Department, will report to the RCM on performance of the contract specifically for their area
Fines Officer	HMCS official who will hold relevant authority in order to carry out the Courts Act sanctions will make daily decisions regarding appropriate enforcement methods on individual cases
CEO	Civilian or Court Enforcement Officer
Authorised Employee	An employee of the Contractor possessing the necessary qualifications, competencies, licences and identification appropriate to the tasks for which they are employed
Court	Court building or non-court offices
Absolute Privilege	Absolute privilege covers goods/property which cannot be taken into legal control and sold e.g. Crown/government property
Auction Timelines	The Contractor shall supply on a monthly basis notification to the area of goods distrained awaiting auction and the details of auction dates and venue

BACS

Bank Automated Credit System

Breach of Community Penalty Warrant	Warrant issued for the purpose of bringing individuals before the court that are in breach of a community order
Clamping Order	An order issued under Paragraph 38 Schedule 5 of the Courts Act 2003 for the purpose of clamping the vehicle of a fine defaulter
Confiscation Order	A High or Crown Court order for payment of monies, which are deemed to be earnings as a result of criminal activities
Commitment Warrant	A warrant of commitment to prison for default of payment of a sum as ordered by a magistrates' court
Distrain/Distrait/Distress	To seize goods to pay for a financial penalty.
Distress Warrant	Warrant of Distress issued for the purpose of levying a sum adjudged to be paid by order of magistrates' court
Financial Warrant	Warrant issued for the purpose of securing payment or bringing an individual before the court to attend a means enquiry regarding a sum adjudged to be paid by order of the Magistrates' Court

Successful Execution

Financial Warrants	
Distress Warrant	Part or Full payment with or without levy of goods.
Arrest with Bail	<ul style="list-style-type: none"> Defendant arrested and bailed to appear before the court Defendant arrested, pays in part and bailed to appear before the court Defendant voluntary surrenders in response to contractors instructions which are verified by the court Defendant pays in part and voluntary surrenders in response to contractors instructions which are verified by the court Defendant pays contractor in full
Arrest without Bail	<ul style="list-style-type: none"> Defendant arrested and transported to appear before the court or to a police station if outside of court hours Defendant arrested, pays in part and transported to appear before the court or to a police station if outside of court hours Defendant voluntary surrenders in response to contractors instructions which are verified by the court Defendant pays in part and voluntary

	surrenders in response to contractors instructions which are verified by the court <ul style="list-style-type: none"> Defendant pays contractor in full
Community Penalty Breach Warrants	
Breach of Community Penalty Warrant with Bail	<ul style="list-style-type: none"> Defendant arrested and bailed to appear before the court Defendant voluntary surrenders in response to contractors instructions which are verified by the court
Breach of Community Penalty Warrant without Bail	<ul style="list-style-type: none"> Defendant arrested and transported to appear before the court or to a police station if outside of court hours Defendant voluntary surrenders in response to contractors instructions which are verified by the court
Confiscation Warrants	
Distress Warrant	Payment in full inclusive of any interest accrued with or without levy of goods
Arrest without Bail	<ul style="list-style-type: none"> Defendant arrested and transported to appear before the court or to a police station if outside of court hours Defendant arrested, pays in part and transported to appear before the court or to a police station if outside of court hours Defendant voluntary surrenders in response to contractors instructions which are verified by the court Defendant pays in part and voluntary surrenders in response to contractors instructions which are verified by the court Defendant pays contractor in full
Commitment	
Warrant	Payment in full or transported to prison
Orders	
Clamping	Part or Full payment with or without clamping of vehicle.

Target timescales for the table above can be found in Appendix H

3 THE DEPARTMENT

- 3.1 The **Ministry of Justice** was formed on 9 May 2007. It brings together the agencies that are responsible for the criminal, civil and family courts, tribunals, sentencing policy, prisons and the management of offenders. Public Service Agreements set out the key priority outcomes the government wants to achieve across government covering the period 2008-2011. The Department contributes to a number of PSA targets but is the lead department for PSA24, "to deliver a more effective, transparent and responsive criminal justice system for victims and the public." To meet this PSA responsibility the Departments work is focused around four strategic objectives. These are:

DSO1: Strengthening democracy rights and responsibilities

DSO2: Delivering fair and simple routes to civil and family justice

DSO3: Protecting the public and reducing reoffending

DSO4: A more effective, transparent and responsive criminal justice system for victims and the public

Contractors will contribute to the achievement of DSO4.

3.2 **Her Majesty's Courts Service (HMCS).** HMCS is an executive agency within the Department. It is responsible for the management of all courts, civil, criminal and family (save for the House of Lords) in England and Wales. HMCS is managed through an administrative structure of 7 Regions and below these 25 Areas. There are over 100,000 employees working with the Department. HMCS estate comprises around 850 buildings, ranging from the Royal Courts of Justice in the Strand, London to one-room court offices in the more remote districts of England and Wales.

3.3 All staff of HMCS owe a joint duty to the Lord Chancellor and to the Lord Chief Justice for the efficient and effective operation of the courts. The objectives of HMCS include:

- Promotion of a modern, fair, effective and efficient justice system that is available to all and responsive to the needs of the communities it serves
- Achievement of best value for money
- Continuous improvement of performance and efficiency across all aspects of the courts' work, having regard to the contribution the judiciary can appropriately make
- Collaboration with a range of justice organisations and agencies, including the legal professions, to improve the service provided for local communities
- Greater confidence in, and respect for, the system of justice

3.4 Specifically in respect of PSA24 Indicator 5 where there are the following targets are set which the Contractor will contribute to their achievement:

Payment Rate – Key Performance Indicator

- To achieve an 85% payment rate for financial penalties

Community Penalties-Key Performance Indicator

- For 60% of all breached Community Penalties to be resolved within 25 working days of the relevant failure to comply;

Supporting Indicator

- Execute 75% of Community Penalty Breach Warrants within 20 working days for adults and 10 working days for youths

Confiscation Recovery-Supporting Indicator

- To collect £132million (including £12million in compensation) from the enforcement of confiscation orders

3.5 How Contractors will contribute to the attainment of these objectives and key performance indicators is detailed throughout the remainder of this service specification.

4 BACKGROUND TO THE REQUIREMENT

4.1 Paragraphs 3.1, 3.3 and 3.4 set the organisational context within which the AEAs will work as a partner with HMCS to deliver its strategic objectives and key

performance indicators. It is clear from the above that there is a requirement on HMCS to achieve best value in support of the continuous improvement agenda to its core customers and other stakeholders. The HMCS Criminal Compliance and Enforcement Services – A Blueprint for 2008 to 2012 states that the role of AEA, "... will continue to remain an important and significant partner to HMCS." As stated above the Tribunals, Courts and Enforcement Act, 2007 implementation (particularly Part 3) will have direct implications for Contractors. This fundamental change agenda will be managed in co-operation with Contractors.

- 4.2 The headline payment rate for financial penalties as at 31 March 2008 was 94.8%. The Community Penalty KPI and Confiscation KPI headline performance as at 31 March 2008 was 58% and £103m (including compensation) respectively. Contractors will work with HMCS in-house operations staff to support their continued attainment and improvement

5 FUTURE PROVISION

- 5.1 In consideration of future potential changes and the need for operational and outcome improvement in retrieving fine payments, the Contractor shall;
- Work strategically with the Department to assist in achieving ongoing increase in performance and government targets
 - Agree an annual service enhancement (at no cost to HMCS) to support the attainment of continuous improvement and best value to run throughout each contract year. This could take a range of forms including being service or support based and could involve joint working or asset sharing. Each proposal will be assessed by the Department for compliance against Departmental policy etc before being agreed and implemented. The annual service enhancement should be agreed through the following mechanism and timescales
 - The first service enhancement is to be included in the tender (and agreed as part of the award process)
 - Subsequently, during January the contractor will submit their proposal for agreement by the RCM in consultation with their Regional Management Board (RMB) and the HMCS Director of Enforcement, who will review the proposal for compliance to HMCS policy and procedure by the end of February to enable the proposal to commence on 1 August

6 OPERATIONAL PROTOCOL

- 6.1 The Contractor shall provide the full range of services for clamping orders and warrants issued under the Magistrates' Courts Warrants (Specification of Provisions) Order 2001¹ (**see Appendix D**) and any other warrant agreed between the Contractor and the Department.
- 6.2 All services provided by or on behalf of HMCS in Wales will operate within the requirements of the HMCS Welsh Language Scheme. The Contractor shall therefore make provision at no cost to the Department for accommodating the Scheme in its operations, specifically in relation to provision of written material in a bilingual format and access to Welsh-speaking authorised employees. The HMCS Welsh Language Scheme can be found on the HMCS website at www.hmcourts-service.gsi.gov.uk
- 6.3 The Department will issue warrants of Distress, Community Penalty Breach,

¹ As amended by the Magistrates' Courts Warrants (Specifications of Provisions) (Amendment) Order 2001. The Magistrates' Courts Warrants (Specifications of Provisions) (Amendment) Order 2004 and the Magistrates' Courts Warrants (Specifications of Provisions) (Amendment) Order 2007

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Financial Arrest and Clamping Orders, as well any other enforcement action specified at paragraph 6.1, to the Contractor, at a minimum of once per week and as regular a volume as possible, making efforts to ensure that detail of the Defaulters is full and correct. Breach Warrants will be issued forthwith and dispatched by signature for recorded delivery or as agreed by the Contractor and RCM.

6.4 It is a general principle that the Contractor shall collect in person all warrants and clamping orders from the issuing courts. The specific day and times for collection of warrants and clamping orders shall be agreed in advance of the commencement of the contract with the RCM. The issue of breach warrants is described above in paragraph 6.3. The court will obtain a discharge signature from the Contractor to ensure audit compliance. The Contractor shall provide a formal schedule of warrants received, providing any additional reference number allocated by the Contractor, within 2 working days of collection. As an alternative and only where agreed between the Contractor and Department, other forms of distribution can be used, such as DX Tracked or signed for courier. In these cases, a copy of the warrant register shall be endorsed by the Contractor and returned to the issuing court to ensure audit compliance. The Departmental Policy Statement on Data Security and Use of IT by Contractors/Consultants and Agency Staff Employed by the Ministry of Justice sets the compliance requirement to FIPS140-2 and is recorded at **Appendix E**.

6.5 In recognition of employers' duties under relevant Health & Safety legislation, the Contractor shall have in place suitable and sufficient systems to undertake a full risk assessment procedure relating to the execution of the Department's Warrants.

Contractors must

- be able to demonstrate that their risk assessment process, meets as a minimum, the Departments own standard. It is accepted that contractors will not be able to fully replicate the Departments procedures i.e. access to Police National Computer (PNC)
- demonstrate that they have procedures in place to ensure the risk assessment is undertaken by a competent and capable person

6.6 The Department shall make available to the Contractor suitable and sufficient information on Defaulters in order to assist with such risk assessments. Should the Contractor on individual cases request additional information, the Department may pass on to the Contractor any reasonable costs incurred in providing such information. These charges will be agreed in advance. As part of its risk assessment procedure, the Contractor shall pass to the Department any risk assessment, incident report or other related information concerning any warrant executed or unexecuted in order that the Department can pass such information on to its own employees when issuing further enforcement. The Contractor can contact the court in any circumstance considered high risk in order to agree an approach for execution of the warrant. This may include the provision of police assistance.

6.7 The Departments requirements in respect of risk management are contained at **Appendix F**.

6.8 If a Breach of Community Penalty no-bail warrant remains unexecuted after a first attempt to visit an address or after 5 working days of warrant issue the Contractor must contact the court to inform them that the warrant should be updated on the PNC.

6.9 The Contractor shall ensure that each warrant and clamping order is assigned to

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an authorised employee in such a way as to ensure a clear audit trail from the issuing court to the authorised employee.

6.10 When executing warrants and Clamping orders, the Contractor shall ensure that full information on the contact procedure, including the fee applicable and their escalation, is sent to the Defaulter on receipt of the warrant or clamping order, in accordance with the Contact Protocol at **Appendix G**.

6.11 The Contractor will attempt to obtain, at no extra cost to HMCS, completion of the means forms but as a minimum will obtain:

- Telephone numbers (mobile and landline where applicable)
- National Insurance number
- Date of Birth
- Any Employment details or benefit details

Such details are to be endorsed on the warrant and included on any return sent to the court. Sufficient means forms, as necessary, will be distributed to the Contractor.

6.12 The Contractor will adhere to instructions given by the Department in respect of the powers of the Domestic Violence and Crime and Victims Act 2004. Before exercising any of these powers all certificated bailiff staff must have successfully attended a search and entry course. This requirement to be reported on through the Balanced Scorecard at B3.

6.13 For financial penalties, the Distress and Financial Arrest Warrant handling period is 180 days and 90 days respectively. However, at the expiry of the initial 90 day period the contractor will supply the court with a list of warrants where there has been no activity to either trace the defaulter or undertake other enforcement activity i.e. letter, visit(s). On receipt on this list the court can request the return of a warrant(s). Alternatively, the Contractor can be given a further 30 days to commence this activity by the court. The court will only make such a request where there is evidence that no activity has taken place to trace the defaulter. In either event they are to be returned on a weekly basis. For unexecuted Clamping orders these shall be returned to the issuing court within 60 days of receipt. Unexecuted Breach warrants shall be returned within the 90 day warrant handling period for these warrants unless this period is extended (in 30 day blocks in agreement with the issuing court). Unexecuted Distress and Arrest warrants for Confiscation shall be returned at the end of the 60 day execution period unless extended in 30 day blocks

6.14 All classes of warrants shall be returned according to the timetable detailed in paragraph 6.13 and summarised at **Appendix H** together with a report stating exactly what steps have been made to execute the warrant or order and what further information has been obtained.

6.15 If a bail date has been specified then the warrant must be returned executed or unexecuted on/before this bail date together with a report stating exactly what steps have been made to execute the warrant and what further information has been obtained. Where agreed between the Contractor and the Department, other forms of return can be used, such as, signed for recorded, DX Tracked or signed for courier.

6.16 Unexecuted Clamping orders shall be returned to the issuing court within 60 days of receipt on a weekly basis. However, this period may be extended by a further 30 days, to a total of 90 days, with the prior approval of the court. The court will grant the requested extension where the Contractor can demonstrate that the granting of an extension will enable the defaulter to be traced and either their vehicle clamped or full payment of the outstanding fine and associated costs

made.

- 6.17 A Contractor may need an extension to the warrant handling periods described in paragraphs 6.13 to 6.16 and summarised at **Appendix H**. If so, a request should be made to the issuing court. This should include a schedule showing the full name, account number and sum owing. In addition, this should be accompanied by a full report on each warrant extension sought, including, for each warrant, a history of contact attempts and results. This should also include the reason(s) for the Contractor requesting a further extension of the warrant handling period and an indication of the likely success of executing the warrant(s) if the court grants the extension sought. Any warrants which are being actively pursued and which the Contractor wishes to retain beyond this validity period shall be notified to the issuing court, whose approval is required. However, it is envisaged that such requests will be infrequent given the warrant handling period duration.
- 6.18 In respect of services provided the Contractor shall make a minimum of two visits to execute the warrant(s) before returning it to the relevant court. These visits are to be on different days of the week and at different times of the day with at least one attempt being outside normal working hours (i.e. 0800 to 1800 hours, Monday to Friday). There are no legal restrictions on times to visit. However it is expected that visits should commence at a reasonable time, to be agreed with the RCM. The Contractor should not undertake visits on Sundays, Good Friday, Christmas Day, Bank Holidays, or at a time that is likely to be inappropriate to the religious beliefs of the particular Defaulter, where these are known. The initial visit is to be made in accordance with the contact protocols outlined at the Standards Protocol section 6.30.
- 6.19 For each warrant returned to the court as unexecuted the Contractor shall state the reason for failure to execute together with a report of all enquiries made including the day, date and time of all visits. Enquires are to include those made by office staff as well as by bailiffs. As a minimum these enquiries should include:
- Day, date and time of all visits made to the address
 - Post code listings
 - Enquiries with current occupants
 - Enquiries with neighbours
 - Electoral rolls
- 6.20 The Contractor shall provide a facility for telephone calls to be charged at a local rate for defaulters, which should be advertised on all correspondence.
- 6.21 The Contractor shall pay monies received from Defaulters into a client account separate from all other monies administered by the Contractor.
- 6.22 The Contractor shall remit all monies collected from Defaulters to the appropriate court on a weekly basis. Monies shall be remitted to the court no later than seven days after collection, except for cheque payments received from Defaulters, which shall be retained in the Contractor's client account for up to five working days until cleared before being remitted to the Department. This will ensure that no payment made by a Defaulter to the Department is dishonoured.
- 6.23 Each remittal shall be by use of the BACS payment scheme, and shall be accompanied by a schedule showing for each warrant:
- Full name
 - Account number
 - Amount being remitted to the court
 - Amount in fees retained by the Contractor

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- 6.24 In addition, each schedule shall include the relevant executed warrants and a statement of the amount held awaiting clearance together with details of any warrants so affected.
- 6.25 At no time shall the amount of money held awaiting remittal to the Department exceed the amount of cover in the Contractors bond or insurance policy. The Contractor's attention is drawn to the bond requirement at paragraph 16.3.
- 6.26 In respect of warrants issued for Distress the Contractor shall apply monies received from Defaulters in relation to any given warrant to the court penalty first, with its own fees to be paid afterwards.
- 6.27 In respect of Clamping orders if a payment is less than the amount of the fine and fees and charge(s) due, the Contractor should first apply the monies received to meet the charge or charges and any balance remaining will then be applied towards payment of the fine. Until full outstanding payment of the fine and costs is received any necessary enforcement action will continue.
- 6.28 The Department will not, in light of R-v-Hereford & Worcester Magistrates' Court, ex-parte MacRae (1998 ref 163JP433), recall or withdraw any Distress Warrant unless the fine to which it has been issued against becomes subject to an appeal, Section 142 application, statutory declaration or other legal instrument. Where a warrant or clamping order has been issued as a result of an administrative error, the Contractor will be notified immediately and required to return the warrant or order. The Contractor will then ensure that all activities to execute the warrant or order cease immediately, and return the warrant or order to the court concerned. In all cases, the court shall clearly inform the Contractor of the reason for recall of the warrant.
- 6.29 The Department will not accept full or part payments on any account where any warrant or clamping order is with the Contractor. Should a Defaulter attend a court and offer to pay whilst a warrant or clamping order is outstanding, the court will direct the Defaulter to contact the Contractor concerned. A process will be agreed by the Department to pay to the Contractor the administrative fee in instances where courts have recalled warrants outside these provisions and the contractor can demonstrate they have undertaken considerable work to execute the warrant before it is recalled. This means all administrative process (i.e. tracing) and one visit.

STANDARDS PROTOCOL

- 6.30 Contractors are discharging a public service duty on behalf of the department. As such they are required to take cognisance of the principles of public service set out in the Nolan report. These principles are:
- **Selflessness** - Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other benefits for themselves, their family or their friends;
 - **Integrity** - Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties;
 - **Objectivity** - In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit;
 - **Accountability** - Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office;
 - **Openness** - Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands;

- **Honesty** - Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest; and
- **Leadership** - Holders of public office should promote and support these principles by leadership and example.

6.31 In addition, Contractors are required to take appropriate account of HMCS's Code of Governance principles. There are five dimensions to the Code. These are summarised below:

Dimension 1 – Working with the Justice Community

6.32 HMCS is committed to working with the justice community and delivering high quality services. In doing this it will make soundly based decisions, manage the risks that it faces and demand high standards of conduct from its Board Members and officers. The HMCS Board will work in partnership with the MOJ, independent judiciary, Courts Boards, the public and other stakeholders.

Dimension 2 – Delivering Services

6.33 The HMCS Board recognises that the court users and other stakeholders expect continuous improvements in the quality of services that they receive. HMCS will do this by:

- Using objective measures of performance (which are aligned to the public service agreements) to drive up standards;
- Working with the Local Criminal Justice Boards, Local Courts Boards and with other Criminal Justice System partners to improve the efficiency of the justice system;
- Leading reform to improve our services;
- Planning for and delivering first class administration; and
- Being open in dealing with business and other partners when making decisions about the best means to deliver services to local people.

Dimension 3 – Making Good Decisions

6.34 Since the HMCS Board is responsible for running many of the services that have an important impact on the quality of services delivered to court users and other stakeholders, they expect the Board to make sound decisions and implement them effectively. This is especially the case as resources are limited so sometimes difficult choices have to be made.

HMCS will do this by:

- Complying with HM Treasury's Guidance on Corporate Governance for Central Government Departments;
- Opening the work of the HMCS Board to proper and effective scrutiny;
- Maintaining up to date and transparent decision making processes; and
- Effectively defining the responsibilities for decision making in the organisation.

Dimension 4 – Managing Risk

6.35 The HMCS Board is responsible for spending large sums of public money and looking after valuable public land and property. It also plays a significant role in the administering services for the administration of *justice* – a key principle and fundamental value for citizens and residents of England and Wales. Although the Board cannot avoid all risks if it is to provide effective services, it must manage those risks that it unavoidably faces. While at the same time it can capitalise on opportunities.

HMCS will do this by:

- Complying, where appropriate, with best practice risk management standards including HM Treasury's Orange Book;
- Identifying, classifying, controlling and monitoring the risks that HMCS meets in the course of its work;
- Maintaining systems and procedures to control risks and monitoring their effectiveness to ensure that these are being followed; and
- Communicating relevant shared risks to the MOJ

Dimension 5 – Standards of Conduct

- 6.36 Since the decisions of the Board can often affect the public, court users and other stakeholders, everyone has a right to expect that they be made fairly and impartially.

HMCS will do this by:

- Ensuring that Board members and staff conduct themselves in accordance with the highest standards of conduct; and
- Maintaining a fair but effective disciplinary procedure to investigate alleged breaches of the standards of conduct.

- 6.37 In addition, the Contractor should take account of the, "The Good Governance Standard for Public Services, 2004-The Langlands Report". This identifies six core principles of good governance in the delivery of public services. These are:

- Focusing on the organisation's purpose and on outcomes for citizens and service users
- Performing effectively in clearly defined functions and roles
- Promoting values for the whole organisation and demonstrating the values of good governance through behaviour
- Taking informed, transparent decisions and managing risk
- Developing the capacity and capability of the governing body to be effective
- Engaging stakeholders and making accountability real

A copy of this report can be found at **Appendix I**.

FRAUD AND IRREGULARITY

- 6.38 HMCS has a zero tolerance fraud policy. Individuals employed on behalf of HMCS have a requirement to report incidents of actual or suspected fraud. This requirement extends to HMCS partner organisations. This includes its contractors where a possible fraud or irregularity relates to contracted services. Fraud includes, but is not limited to, deception, bribery, forgery, extortion, corruption, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts and collusion. There is also a requirement to report any incidents of actual or suspected thefts.
- 6.39 Contractors, on discovery of a fraud or a suspicion of a fraud, should contact the HMCS Director of Enforcement, their RCM and ACM and HMCS Corporate Governance on 020 7340 6734 or CGinvestigations@hmcourts-service.gsi.gov.uk. Contractors should consult HMCS Corporate Governance if they require clarification of this requirement.
- 6.40 The Contractor shall not take any action to levy distress without prior reference to the court if the Defaulter:
- Is in hospital or nursing home

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- Appears to suffer from severe physical or any mental disability
- Is an elderly person who has difficulty dealing with his/her affairs
- Is suffering long term sickness, serious or acute illness or frailty, which has resulted in a recent period of hospitalisation or defaulter being housebound and can provide evidence of sickness for the period in default
- Has suffered a recent bereavement of close/immediate family member
- Is heavily pregnant
- Has a genuine communication problem
- Produces evidence to show the account has been paid
- Claims to have made a statutory declaration, thereby setting aside the conviction

Or

- In circumstances where the Authorised Employee has doubts as to the identity of the defaulter or considers that to proceed with enforcement may prejudice the reputation or credibility of either party to this contract. The Department also reserves the right to withdraw enforcement action where there is evidence that the defaulter is vulnerable and enforcement would not be in the interests of justice or may bring the Contractor or Department into disrepute.
- Any other circumstance in which the Authorised Employee would consider it prudent to contact the relevant court enforcement office.

6.41 The Contractor shall not distrain against goods that: -

- May be necessary to maintain the “core of life”, such as the only cooking facility, item of heating or food storage; or
- Are clearly identifiable as “children’s items”, or
- Are subject to absolute privilege or
- Are such tools, books, vehicles and other items of equipment as are necessary to the Defaulter for use personally in a job or business.

6.42 The Contractor shall refer to the appropriate court if a commercial removal of assets may result in serious job losses.

6.43 The Contractor must not carry out or direct and supervise the clamping of:

- A vehicle not registered in the Defaulters name under the Vehicle and Excise Registration Act 1994
- A vehicle on which a current disabled persons badge is displayed or in relation to which there are reasonable grounds for believing that it is used for the carriage of a disabled person
- A vehicle used for police, fire or ambulance purposes
- A vehicle being used by a doctor on call away from his usual place of work on which is displayed a British Medical Association badge or other health emergency badge showing the doctors address.

6.44 Other than letters generated in response to specific enquiries the Contractor shall only use letters and forms which have been agreed by the Department and a file of such letters must be lodged by the Contractor with each ACM.

7 CONTACT PROTOCOL

7.1 The Contractor shall apply the following protocols: **See Appendix G**

- For Distress and Financial Arrest warrants Part One
- For Breach of Community Penalty warrants Part Two
- For Clamping orders Part Three
- Confiscation Distress Warrants: General and Identified Assets Part Four

8 CONTRACT PERIOD AND EXTENSION

8.1 The Contract shall commence on the day of acceptance and work shall commence on the 1st day of August 2009. Subject to provisions for earlier termination, the Contract shall continue for a period of three years from the date on which work commences.

8.2 Subject to satisfactory performance by the Contractor during the Contract Period, the Department shall have the option to extend the Contract for a further period of up to two years by annual extension. If the Department wishes to exercise this option, it shall give written notice to the Contractor no later than two months prior to the date upon which the Contract would otherwise expire. The Contractor's attention is drawn to Clause 17 of the Conditions of Contract (Termination).

8.3 **Termination Rights** - Subject to the principal contractor failing to meet contracted performance requirements in **Appendix A paragraph 7.4** in two consecutive quarters, the Department reserves the right to 20% of warrant volumes may be diverted to the reserve contractor. Should the principal contractor not recover performance to Minimum Attainment Standard (MAS) level by the end of the next two consecutive quarters the contract may be transferred to the reserve contractor in its entirety who then becomes the new principal contractor. At this point the Department will decide if it wishes the former principal contractor to become the reserve contractor or terminate the contract completely. The contractors performance against the other MAS SLI's will be taken into account when making any decision. In the case of the Welsh region this process follows the English model except that the process of transferring warrants in 20% blocks will continue until 80% of warrant volumes have been diverted. At this point the Department will decide if it wishes to terminate the contract completely.

9 CONTRACT PRICE AND VARIATION

9.1 The Fees and Charges shall remain firm for a minimum of 12 months from the date of commencement of work. Thereafter the Department or the Contractor may give written notice of any desire to amend the Charges although the Department will also be looking for efficiency gains. Such notice, together with the varied Charges and full justification shall be given at least 3 months before the date in which it is desired that the variation comes into effect.

9.2 At the time of request, the Contractor shall provide a full breakdown of the Charges. The Contractor shall provide such other information as the Department may reasonably require in order to verify any request for increase. This will usually take the form of a Submission in support of the proposed variation. The form of Submission shall be determined by the Department.

9.3 It will normally be the case that any variation shall not exceed the change in the Retail Price Index. This will be measured from the date of commencement of work or the date the last variation came into effect, whichever is the later until the date the Department receives the request for variation. However, increases above this level can be agreed but will only be considered in exceptional circumstances. These will be judged as and when they arise on the merits of the case made by the Contractor. No increase in the Charges shall be permitted within 12 months of

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a previous increase save in exceptional circumstances and at the absolute discretion of the Department.

- 9.4 In determining the amount, if any, of the increase in the Charges which will be accepted, the Department will take into account the Contractor's Submission and the general operation of the contract by the Contractor.
- 9.5 The Department shall only agree an increase in the Charges to the extent that it is reasonable and subject to the acceptable operation of the contract by the Contractor. The Department's decision on the level of increase shall be final and binding on the Contractor. The Department shall deal with requests promptly.
- 9.6 Where the contract ends or is terminated these fees shall remain in force after the contract end date or date of termination only when the Contractor has validly retained warrants for collection with the express written permission of the department. All other warrants held by the contractor shall immediately be returned to the issuing court. Where the Contractor is successful in a retender exercise the new contract fee and costs schedule shall only apply to the warrants and orders issued from the date the new contract comes into force. All other warrants or orders held shall continue to be managed under the old contract fees and costs structure.

10 CONTRACT PERFORMANCE

- 10.1 Contract performance will be measured on a Balanced Scorecard approach. The Contract reporting Balanced Scorecard is detailed at **Appendix A**.

11 VARIATIONS

- 11.1 Subject to reasonable written notice, the Department may, from time to time wish to make temporary or permanent variations to the requirements under the contract. This may take the form of the addition or removal of Services, increasing or decreasing the Services or the locations where they are to be provided or otherwise. Such a change is hereinafter called a "variation".
- 11.2 Where a variation is made under this paragraph, then:-
- The documents comprising the Contract shall thereafter apply in relation to such variations as if they were set out in the Contract; and
 - The Charges shall be adjusted at the rates quoted in the Price Schedule or as otherwise agreed in writing. The price shall be such amount as properly and fairly reflects the nature and extent of the variation.
- 11.3 All variations will be subject to the agreement of both parties and must be confirmed in writing by the RCM before any such variation is implemented. The RCM must consult with HMCS Enforcement Directorate before agreeing to any variation request. (See also Clause 19 of the Conditions of Contract). Before the RCM agrees to any variation to core services, contractor fees and charges the HMCS Director of Enforcement must be consulted and their agreement obtained.
- 11.4 This clause is without prejudice to the ability of the parties to make any other variations to the Contract by agreement.

12 CONTRACT MANAGEMENT

- 12.1 The Regional Director will nominate a person who will act as a RCM. They will be the main contact for the contractor and responsible for overall contract performance. In addition, respective Area Directors will nominate a person who will act as an ACM. They will report to the RCM on performance of the contractor in their area.
- 12.2 The Contractor shall nominate a Contract Manager (CM) who shall be the single point of contact, shall take overall responsibility for the Contract and shall not

change without the Department's agreement. The Department places a high value on Contract Management therefore the time spent by the CM shall be as agreed with the RCM, and if the contract is sufficiently large, the CM shall be solely dedicated to the Department.

- 12.3 The Contractor shall be responsible for ensuring that the provision of Services is carried out with reasonable skill, care and diligence in accordance with the Contract and to the satisfaction of the RCM.
- 12.4 The Contractor shall provide the RCM with such reports on the Provision of Services and attend meetings concerning such provision as agreed as a minimum in the contract.
- 12.5 The CM shall meet with the RCM at least three times a year and with the ACM monthly.
- 12.6 If or when, for whatever reason, the CM identifies any potential problems in meeting the requirements of the Contract, these should be brought to the RCM's attention without delay.
- 12.7 The Contractor's attention is drawn to the clause 23.1 of the Conditions of Contract (Publicity).

13 MANAGEMENT INFORMATION

- 13.1 The Contractor shall agree procedures that enable the Department to monitor the progress of individual warrants electronically.
- 13.2 In respect of Distress, Financial Arrest Warrants, Community Penalty Breach Warrants and Clamping Orders the Contractor will provide the Balanced Scorecard and Dashboard which shall be forwarded electronically to the RCM, ACM and HMCS Director of Enforcement Director of Enforcement monthly. The Balanced Scorecard and Dashboard requirement is recorded at **Appendix A**. The roles and responsibilities of the Departmental representatives in respect of the validation of reported Scorecard data and information and general contract monitoring and management is included at **Appendix J**.
- 13.3 In addition to the Balanced Scorecard requirement the Contractor shall provide management information to areas and to the RCM on a monthly and quarterly basis. They shall also do so on demand. Management Information will include number of warrants held, total value of warrants held, total amount of monies held awaiting remittal, status of any individual warrant, numbers returned etc. All information is to be provided electronically in an excel spreadsheet. The Department reserves the right to make alterations to the format of management information by giving the contractor one months notice in writing.
- 13.4 All costs associated with the above performance monitoring shall be met in full by the Contractor.
- 13.5 The Contractor and the Department will undertake to explore enhancements to the electronic interchange of information in the future, including uploading of warrants and orders to Contractors.
- 13.6 In addition to the assurance checks undertaken by the Department in respect of the Balanced Scorecard the Department will make such other checks as it considers necessary. This includes but is not exclusive to checks on the Contractor's returned unexecuted warrants and Clamping orders deemed necessary in order to satisfy itself that sufficient efforts are being made to execute those warrants. This may include the issue of means warrants, proof of visits, and issue of a postal notice. In addition the Department's representatives shall visit the Contractor's premises to have access to the Contractor's records, including books of account relating to the contract, and/or observe the Contractor's staff and Authorised Employees for the same purpose.

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- 13.7 As well as reporting complaints handled in the Balanced Scorecard, the Contractor shall record all complaints received and this information shall be available to the Department upon demand.

14 INVOICES – FOR FINANCIAL ARREST AND BREACH WARRANTS

- 14.1 The Department requires a system of invoicing, which meets the following criteria;

- Invoices shall be submitted every four weeks or as agreed, in arrears.
- One invoice shall be provided for each Region. This shall detail separately the costs for each Area.

- 14.2 All invoices shall be sent to: Liberata UK Ltd, PO Box 697, Newport, NP10 8ZF, (DX134283, Newport, Cleppa) and shall include the relevant reference numbers (i.e. a 2-digit Operating Unit identifier, and a 5-digit Business Entity identifier). These will be provided by the RCM in advance of Contract commencement.

- 14.3 The Contractor's attention is drawn to Clause 10 of the Conditions of Contract.

- 14.4 During the Contract, the Department may wish to streamline the invoicing process and/or make payments using alternative methods, such as the Government Procurement Card.

- 14.5 The Department has an eProcurement process, which provides facilities for the electronic 3-way matching of (i) purchase orders, (ii) goods and services receipts, and (iii) invoices, so that invoices can be paid automatically where successful matches are made.

- 14.6 The Department may wish to update these procedures during the contract and will work in partnership with the Contractor to introduce these changes.

15 DISCRIMINATION

- 15.1 The Contractor shall:

- not unlawfully discriminate within the meaning of any law, enactment, order, regulation or other similar instrument relating to discrimination in employment (whether in relation to race, gender, religion, age or otherwise);
- comply with its obligations under all relevant legislation and in particular the Disability Discrimination Act 1995, the Race Relations (Amendment) Act 2000, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003 and the Employment Equality (Age) Regulations 2006;
- have proper regard to the Codes of Practice prepared and issued from time to time by the National Disability Council, the Disability Rights Commission or the Secretary of State.

16 CONTRACTOR INSURANCE

- 16.1 As standard within the Contract Price, the Contractor shall provide insurance as described below. The Contractor's attention is drawn to Clause 12 of the Conditions of Contract.

Public Liability	£2,000,000
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- 16.2 The Contractor shall also provide, before commencement of the contract and then annually, to the RCM, copies of the appropriate premiums paid in respect of his/her employees, whilst engaged on duties on the Contract, as follows:

- Where the limit of indemnity shall be not less than £50,000 per employee and £250,000 in the aggregate during the period of insurance;

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- Where the limit of indemnity shall be not less than £35,000 for full time personnel and £25,000 for part time personnel.

- 16.3 The Contractor shall ensure that they have in place a bond or similar insurance policy, of a sum adequate to cover the total amount of money collected from Defaulters likely to be being held by the Contractor awaiting remittal to the Department at any one time. Should volumes change, the Contractor shall adjust this bond or insurance policy accordingly.
- 16.5 The Contractor shall accept full responsibility for any wrongful act or misdoing arising during the execution process, and agree to indemnify the Department in any claim against the Department arising from any error by the Contractor.

17 CONTRACT STAFF

- 17.1 Contractor's staff shall operate under the direction and control of the Contractor, who shall be responsible for their conduct and discipline at all times.
- 17.2 Contractor's staff shall at all times during their engagement in the delivery of services under this Contract be servants of the Contractor and this includes the self-employed. Where self-employed staff are engaged by the Contractor, the Contractor shall not seek to transfer any responsibilities from themselves to self-employed staff so as to dilute the Contractors responsibilities in respect of the range of contracted services to the Department.
- 17.3 All staff engaged by the Contractor shall possess the qualifications, competencies, licences and identification appropriate to the tasks for which they are employed.
- 17.4 The Contractor's Authorised Employees shall be certificated, security vetted, trained in Health & Safety and be aware of their duties under the Human Rights Act 1998. The Contractor shall ensure the certification is renewed every two years as required by current legislation. The Contractor shall issue each individual authorised to execute warrants or orders with an identity card displaying a photograph of that individual and that these are carried at all times and whether demanded or not shall be shown to every person against whom the Contractor is executing a process. The Contractor shall ensure that the Department has current details of recruitment and selection procedures, security vetting procedures and training programme for its Authorised Employees. It shall also supply details of how Authorised Employees' are monitored for performance, and how convictions are declared.
- 17.5 The Contractor's Authorised Employees and other employees shall at all times operate in a professional and appropriate manner. They shall be sensitive to the need to ensure they do not discriminate against anyone on the grounds of their gender, ethnicity, religion, race or age. They shall not bring the relevant procedures or the Department into disrepute. The Contractor shall supply a copy of its code of conduct, plus any updates as they are adopted.
- 17.6 The Contractor's contact procedures and other working methods should be transparent and known to and followed by its entire staff.
- 17.7 The Contractor shall disclose details of its management structure and senior staffing levels annually, and when changes occur during the period of the Contract.
- 17.8 The Contractor shall have a clear complaints procedure, involving the Department where necessary, which is advertised to the public on its paperwork. Complaints shall be processed in accordance with the reporting requirements set out in the Balanced Scorecard.

18 EQUAL OPPORTUNITIES AND DIVERSITY

- 18.1 The Department is committed to equality of opportunity in all of its employment

practices, policies and procedures. This is important, not only so that everyone has a fair chance of developing and realising their potential, but also so that the Department makes effective use of the workforce in meeting its business aims and objectives.

- 18.2 The scope of the Department's policy covers all established and temporary employees, job applicants, contractors and agency employees. All those referred to within the scope are required to adhere to its terms and conditions and accordingly a full copy of the MOJ Equality and Diversity Statement is included as **Appendix K** to this Specification.

19 COMPANY REGISTRATION

- 19.1 A Contractor search will be conducted by the Department; the Contractor shall be, and remain, registered at Companies House (the Contractor to forward proof annually). The status of partnerships and Consortia will be checked by the Department before entering into any contract.
- 19.2 The Contractor shall be a member of the British Parking Association and either the Certified Bailiffs Association or the Association of Civil Enforcement Agencies, and abide by that body's codes of practice and provide proof of membership to the Department annually.
- 19.3 The Contractor shall be aware of and comply with any necessary legislative and regulatory requirements in order for them to legally discharge their duties.

20 VERIFYING IDENTITY AND INTEGRITY OF EMPLOYEES

- 20.1 The Department operates the agreed Government checks and its security policies require that appropriate checks must be made on contractor employees to give assurance as to their reliability.
- 20.2 Contractors must make use of criminal records checks in assessing suitability of individuals to hold certain posts. Such checks are used where the security of people, information or property is assessed to be at a particular risk from potentially unreliable employees, and where it is considered that a basic employer check gives insufficient assurance.
- 20.3 In addition to the basic employer checks as described in **Appendix L**, all staff employed by the contractor, including temporary, sub-contracting staff and those employed on contracts for services), and however involved in the processing and execution of warrants received from the Department must undertake a standard disclosure check through the Criminal Records Bureau. These checks shall be renewed every 3 years.
- 20.4 The Contractor shall keep a record of the Standard Check and as part of the regular contract management procedures, the RCM will carry out checks of the appropriate records as part of the Balanced Scorecard requirement
- 20.5 Contractors are advised that the level and type of checks required may change during the contract. Contractors are expected to co-operate with the Department in implementing any required changes.
- 20.5. The Criminal Records Bureau can be accessed at www.crb.gov.uk
- 20.6 The Contractor shall inform the respective CM by a report, as specified below, and in writing within 24 hours, of any situation listed below occurring:
- a) where the Department will be, or likely to be held in disrepute
 - b) where any gross misconduct, suspected or known, involving an employee or agent, in respect of any of the following:
 - Any criminal offence or conviction involving dishonesty or violence

- Falsifying records, or knowingly aiding and abetting others to do so
 - Misappropriation of money
 - Abusive or threatening behaviour
 - Assault or offence against the person
- c) where any investigation by the Contractor or any other organisation (e.g. police) in relation to any of the instances in b above is being conducted.
- 20.7 The report referred to above shall be in writing and shall be sent immediately by signed or recorded deliver to the respective CM. It shall specify the person, to whom it applies, indicating which part (or parts) of the Region that the employee works and to indicate what disciplinary action has been taken. This is in addition to the Balanced Scorecard requirement
- 20.8 **Confidentiality Agreement.** Each employee shall be briefed on organisational security procedures and the provisions of the Official Secrets Act –1911-1989 and abide by these security procedures and the regulations of the Official Secrets Act.
- 20.9 **Aftercare.** The Contractor shall ensure that their managers maintain the standards of security expected and brief employees about the protection of assets and processes under their control. In particular, they should be on the look out for potential difficulties or conflicts of interests among staff and, where identified, report any concerns as soon as possible to the RCM.

21 SERVICE LEVEL INDICATORS

- 21.1 The Service Level Indicators (SLIs) are recorded in the Balanced Scorecard (**see Appendix A**).
- 21.2 In respect of English regions if the principal contractor does not meet contracted performance requirements (see Section 1) in two consecutive quarters, 20% of warrant volumes can be diverted to the reserve contractor. Should the principal contractor not recover performance to the SLI level by the end of the next two consecutive quarters the contract can be transferred to the reserve contractor who becomes the new principal contractor. At this point the Department will decide if it wishes the former principal contractor to become the reserve contractor or terminate the contract completely. The Contractors performance against the other MAS SLIs will be taken into account when making this decision.
- 21.3 In the case of the Welsh region this process follows the English model except that the process of transferring warrants in 20% blocks will continue until 80% of warrant volumes have been diverted. At this point the Department will decide if it wishes to terminate the contract completely.

22 EXIT ARRANGEMENTS

- 22.1 Upon the expiry or on the notice of termination the Contractor shall return all warrants and orders in their possession to the issuing Court.
- 22.2 Where a warrant or order is sent in error to the Contractor after Contract expiry or termination the Contractor shall immediately return it to the issuing court and shall not commence any work upon the warrant or order.
- 22.3 At Contract expiry or termination the Contractor shall send to the issuing Court a document listing all warrants (at all stages of execution) they hold.
- 22.4 With the written agreement of the issuing Court the Contractor shall be entitled to retain warrants/ orders for a maximum of 180 days from the initial date of the warrant/order being sent by the issuing Court. At the end of the 180 day period the Contractor shall return the warrant whether it has been actioned or not except where;

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- (a) A Debtor has a payment arrangement on a warrant(s) or order(s) with the Contractor, which shall exceed the 180 day period. In this instance the Contractor shall inform the Court in the list sent prior to Contract expiry. Any extension of the 180 day period will be by written agreement to any extension by the issuing Court.
 - (b) The Contractor has been successful in a re-tender of the contract.
- 22.5 Where a warrant or order is sent in error to the Contractor after Contract expiry or termination the Contractor shall immediately return it to the issuing court. They shall not commence any work upon the warrant or order, except where they have been successful in a re-tender of the contract.
- 22.6 Where the Contractor has been successful in a re-tender, the new Contract shall commence as per the relevant Contract Summary Form. On the date of the commencement of the new contract the new terms and conditions of the contract including pricing shall commence and shall apply to all warrants and orders issued on or after that date.

THE BALANCED SCORECARD

COMPLETION

- (1) The Balanced Scorecard (the scorecard) forms a central part of the contract monitoring and management arrangements for the Authorised Enforcement Agents Contracts.
- (2) The scorecard provides an aggregated view of the operation of the contract at an area and regional level. A scorecard must be produced for each area within a region and a consolidated regional scorecard (with dashboard).
- (3) There is a further aggregation of the 7 regional scorecards undertaken by the HMCS Enforcement Team to provide a comprehensive picture of the operation of contracts at a national level.
- (4) This overview is broken down into the following sections. They provide high level guidance.
 - (A) Sections of the Scorecard
 - (B) Contractor Requirement & Sources of Evidence
 - (C) Area and Regional Contract Managers Actions
 - (D) The Centre

For more detailed guidance contact: John McKay, HMCS Enforcement Team on 020-3334 6350 and john.mckay@justice.gsi.gov.uk

- (5) Guidance for completing the scorecard is detailed below. The guidance covers (A) – (C) above.
- (6) This includes guidance on the completion of the Balanced Scorecard Dashboard (see paragraph 8 onwards).

(7) (A) SECTIONS OF THE SCORECARD

The scorecard (see **Appendix A**) has 7 elements. These are detailed below from (7.1) to (7.7):

1 **CONTRACT AREA**

- (7.1) The Scorecard has 4 sections: Performance, People & Learning, Community and Improving the Way we Work. The 4 contract areas follow HMCS's own balanced scorecard. It is hoped that this provides linkage and continuity to the agency aims and objectives.

2 **HEADINGS**

- (7.2) These are the specific data headings being reported against.

3 **STANDARD**

- (7.3) Performance is recorded on the basis of "Red", "Amber" and "Green", RAG indicators. The Minimum Attainment Set contains those elements of the scorecard with a RAG indicator. Within each MAS category the service standard is stated.
- (7.4) The RAG indicators should be used in the following way:

For **Distress (A1) London**: Green =>13-15%, Amber => 12%, Red 9-11%. +1% each year. Other regions Green =>20%, Amber = 17-19%, Red < 17%

For **Fees & Costs (A2) & (A3)**: Green = 100%, Amber = 95-99%, Red < 95%

For **References (B1)**: Green = 100%, Amber = 95-99%, Red < 95%

For **CRB Checks (B2)** Green = 100%, Amber = 95-99%, Red < 95%

For **Bailiff Certification (B5)** Green = 100%, Amber = 98-99%, Red < 98%

For **Call-Centre (C1)** Green = 100%, Amber = 98-99%, Red < 98%

For **Correspondence (C2)** Green = 100%, Amber = 98-99%, Red < 98%

(B) CONTRACTOR REQUIREMENT & SOURCES OF EVIDENCE

(7.5) The contractor requirement is covered below:

4 ACTUAL

(7.6) This is the actual performance attained in accordance with the performance calculation and reporting timings.

5 VARIANCE

(7.7) This is the (%) difference between the Standard (MAS) and Actual.

(C) REGIONAL CONTRACT MANAGERS ACTIONS

(7.8) The RCM requirement is covered below.

6 SUPPORTING PAPER ANNEX

(7.9) As detailed in the Scorecard below.

7 CONTRACTORS COMMENTS

(7.10) For each standard the contractor is required to append/attach the evidence that “fully” supports the score supplied. The detailed report is recorded in the Scorecard below. Data should be collected by the contractor at the transactional level and reported at an Area Summary level e.g. (%) Distress Area 1,2,3...and then consolidated at the regional level. The contractor should complete both a hard and soft copy of the

scorecard and send them to the ACM, RCM and HMCS Centre. Every quarter the RCM in conjunction with the ACMs should select one scorecard and review a sample of transactions to verify the completeness and accuracy of summary level reporting the scorecard. This assurance exercise is covered in more detail below.

8

AGREED ACTIONS/DATES

(7.11) This section records the agreed actions and completion date(s) to ensure that the MAS are achieved. Discussion on the Balanced Scorecard and agreed actions should be a standard agenda item on the monthly client/contractor meetings.

(7.12) The detailed completion of each section of the scorecard is recorded below.

SECTION A: PERFORMANCE

Contract Area	Headings	Standard	Actual (%)	Variance (%)	Supporting Papers Annex	Contractors Comments	Agreed Actions By Whom/By When
(A) Performance	Distress	20%	Actual and RAG	+/- (%)	A1	Summary statement covering A1	Agreed Remedial action(s)
	Monthly Fine Recovery	(£)	Yes		A2		
	Cumulative Fine Recovery	(£)	Yes		A3		

- a) **For Distress:** The performance indicator is that at the end of the reporting period 20% of distress warrants issued to the contractor have been executed. The basis of performance measurement is batch across the warrant-handling period of 180 days. Therefore, when warrants are received from court these should be organised into batches on a weekly basis with each batch given a unique reference. This should take the form of the court name/warrant type/week number (where week one is the first week in April) /number of warrants in the

batch. So Sunderland Magistrates' Court issuing fifty warrants on 1/4/08 (or on any day in that week) becomes Sunderland/D/1/50. However, there may of course be many batches created in any given week. Whether the batch is created at the beginning of the week or the end of the same week they shall be counted for performance measurement as batches created in the week of issue. For each batch being reported on the contractor should also record in the supporting schedule performance within the batch at <=90 days, 91-120 days, 121-180 days and +180 days. This will allow the RCMs and ACMs to track the pattern of enforcement in their region/areas.

- b) The performance measure records the outcome of batches reported at the end of the month during which they expire, expressed as a percentage calculated as follows:
- Number of warrants fully paid within 180 days plus the number of warrants where Defaulter has attended court as a result of court notice served on the Defaulter by the Contractor (see **Appendix D** paragraph 1.7) divided by:
 - Number of warrants issued less
 - Number of warrants recalled by the courts (breaks this down into 2 elements. Number recalled at the 90-day period and all others. There should also be recorded the number of recalled warrants by reason category)
 - Number of warrants where Defaulter is found to be deceased/imprisoned or a new address has been obtained, which is out of the region for which the Contractor has responsibility
 - Number of warrants where Defaulter has been made bankrupt
 - Number of warrants where Defaulting Company has gone into liquidation
 - Number of warrants where Defaulter has been deported or has emigrated.
- c) In addition, a tabular report will be formatted which reports on the performance within batches on a monthly basis. This will enable on-going performance to be reported and the build-up of warrant execution to be managed by the contractor and monitored by ACM and RCMs.
- d) Where performance is recorded for the reporting period below 17% a Red indicator; performance between 17-19% an Amber indicator; performance at 20% or above a Green indicator. The variance column records the difference between actual performance and the performance standard. The Supporting paper column (A1) refers to the summary report covering all batches and their performance across the 180-day warrant-handling period. Contractor comments is a summary comment on that periods reporting and the Agreed Actions column records what action has been agreed, by when and by whom between the RCM/ACM (as appropriate) and contractors representative.

- e) In month fine recovery and cumulative fine recovery to be broken down by Distress, Financial Arrest and Confiscation.
- f) The fees are contractors assurance statements that the fee schedule (all fees and costs) have been correctly applied in accordance with the fees schedule. To support transparency and accountability all contractors shall publish their fee schedule on their web-sites and include the fee schedule on all correspondence to defaulters.

Contract Area	Headings	Standard	Actual (%)	Variance (%)	Supporting Papers Annex	Contractors Comments	Agreed Actions By Whom/By When
(A) Performance	(%) Paid Call-Centre	Actual	Actual	N/A	A4	Summary statement covering A4	Agreed Remedial action(s)
	(%) Paid on Pre Bailiff Allocation	Actual	Actual	N/A	A5	Summary statement covering A5	Agreed Remedial action(s)
	(%) Paid on 1 st Visit	Actual	Actual	N/A	A5	Summary statement covering A5	Agreed Remedial action(s)
	(%) Paid on 2 nd Visit	Actual	Actual	N/A	A5	Summary statement covering A5	Agreed Remedial action(s)
	(%) Paid on 3 rd Visit	Actual	Actual	N/A	A5	Summary statement covering A5	Agreed Remedial action(s)
	(%) Paid on Walking Possession	Actual	Actual	N/A	A6	Summary statement covering A6	Agreed Remedial action(s)
	Value (£) on Instalment Plans	Actual	Actual	N/A	A7	Summary statement covering A7	Agreed Remedial action(s)
	No. & (%) on	Actual	Actual	N/A	A8	Summary	Agreed

Contract Area	Headings	Standard	Actual (%)	Variance (%)	Supporting Papers Annex	Contractors Comments	Agreed Actions By Whom/By When
	Instalment Plans					statement covering A8	Remedial action(s)
	No of Texts	Actual	Actual	N/A	A9	Summary statement covering A9	Agreed Remedial action(s)
	Financial Arrest (No Bail)	Per Tender	Actual	+/- (%)	A10	Summary statement covering A10	Agreed Remedial action(s)
	Financial Arrest (Bail)	Per Tender	Actual	+/- (%)	A11	Summary statement covering A11	Agreed Remedial action(s)
	Arrest Commitment	Per Tender	Actual	+/- (%)	A12	Summary statement covering A12	Agreed Remedial action(s)
	CPB Adult	75% in 20 days	Actual	+/- (%)	A13	Summary statement covering A13	Agreed Remedial action(s)
	CPB (Youth)	75% in 10 days	Actual	+/- (%)	A14	Summary statement covering A14	Agreed Remedial action(s)
	Clamping	Per Tender	Actual	+/- (%)	A15	Summary statement covering A15	Agreed Remedial action(s)
	Forced Entry Powers Used	Assurance Declaration by the Contractor that force used in appropriate	Actual	N/A	A16	Summary statement covering A16	Agreed Remedial action(s)

Contract Area	Headings	Standard	Actual (%)	Variance (%)	Supporting Papers Annex	Contractors Comments	Agreed Actions By Whom/By When
		circumstance					

- f) For indicators A4 to A9 reporting should be made against the batches recorded at A1. In other words supporting papers should record the element to be reported against i.e. (%) Paid at Call-Centre from batches included in the A1 report.
- g) **For Financial Arrest:** Indicators A10 to A12 are the performance measures accepted by the department at contract formation stage on the basis of the (%) indicated in the contractors tender documentation. The performance measure records the outcome of batches reported at the end of the month during which they expire, expressed as a percentage calculated as follows:

- The number of Financial Arrest (No Bail) warrants fully paid within the agreed period. This is the performance against this warrant type submitted by the contractor in their tender from the date of their receipt from the court. This is divided by the total number of Financial Arrest (No Bail) warrants received less any warrant(s) withdrawn by the court. Note in the A10 supporting paper that contractors should use the batch naming convention outlined at A1 (Sunderland/FA (NB)/1/35) even where this results in a batch with only one warrant. It should be noted that all warrants should have the same received date. Performance is to be reported in the scorecard period at the end of the agreed warrant-handling period. This means that only those batches expiring during any given month will be reported in that month scorecard. The scorecard (%) is the cumulative performance across all batches being reported in the period. The supporting paper should show the cumulative position for each batch as follows in tabular format with the following information and overall batch performance:

Batch No.

(Date Batch formed)

No. Of Warrants in batch: **less**

No. Recalled (and reason i.e. 10 administrative error) **divided by**

No. Executed in agreed days

The contractor should also record the number of warrants returned to court at the end of the reporting period.

- The number of Financial Arrest (Bail) warrants fully paid within the contract agreed period from the date of their receipt from the court divided by the total number of Financial Arrest (Bail) warrants received less any warrant(s) withdrawn by the court. Note in

the A10 supporting paper that contractors should use the batch naming convention outlined at A1 (Sunderland/FA (NB)/1/35) even where this results in a batch with only one warrant. It should be noted that each warrant should have the same received date. Performance is to be reported in the scorecard period at the end of the agreed warrant-handling period. This means that only those batches expiring during any given month will be reported in that month scorecard. The scorecard (%) is the cumulative performance across all batches being reported in the period. The supporting paper should show the cumulative position for each batch as follows in tabular format and overall batch performance with the following information:

Batch No.

(Date Batch formed)

No. Of Warrants in batch: **less**

No. Recalled (and summary reason i.e. 10 administrative error) **divided by**

No. Executed in agreed days

The contractor should also record the number of warrants returned to court at the end of the reporting period.

h) **For Community Penalty Breach A13 and A14:** The performance indicator is broken into two elements. For adults the performance measure is 75% of the number of warrants issued to the contractors should result in an arrest within 20 days of the warrant being issued. For Youth the performance measure is 75% of the number of warrants issued should result in an arrest within 10 days. Supporting papers should record the number of warrants received on any particular date, split them into Adult and Youth and then detail at the summary level the following:

i) The performance measure is expressed as follows:

- For adults the number of Adult CPB warrants fully executed within 20 days of their receipt from the court divided by the total number of Adult CPB warrants received less any warrant(s) withdrawn by the court. Note in the A13 supporting paper that contractors should use the batch naming convention outlined at A1 (Sunderland/CPB (A)/1/20) even where this results in a batch with only one arrest warrant. Performance is to be reported in the scorecard period at the end of the 20-day warrant-handling period. The scorecard (%) is the cumulative performance across all batches being reported in the period. Performance is to be reported in the scorecard period at the end of the agreed warrant-handling period. This means that only those batches expiring during any given month will be reported in that month scorecard. The supporting paper should show the cumulative position for each batch as follows in tabular format and overall batch performance with the following information:

Batch No.

(Date Batch formed)

No. Of Warrants in batch: **less**

No. Recalled (and summary reason i.e. 10 administrative error) **divided by**

No. Executed in agreed days

The contractor should also record the number of warrants returned to court at the end of the reporting period.

- For youth the number of Youth CPB warrants fully executed within 10 days of their receipt from the court divided by the total number of Youth CPB warrants received less any warrant(s) withdrawn by the court. Note in the A14 supporting paper that contractors should use the batch naming convention outlined at A1 (Sunderland/CPB (Y)/1/5) even where this results in a batch with only one arrest warrant. Performance is to be reported in the scorecard period at the end of the 10-day warrant-handling period. The scorecard (%) is the cumulative performance across all batches being reported in the period. This means that only those warrants expiring during any given month will be reported in that month scorecard. The supporting paper should show the cumulative position for each batch as follows in tabular format and overall batch performance with the following information:

Batch No.

(Date Batch formed)

No. Of Warrants in batch: **less**

No. Recalled (and reason i.e. 10 administrative error) **divided by**

No. Executed in agreed days

The contractor should also record the number of warrants returned to court at the end of the reporting period.

- For Clamping Orders (**A15**) performance will be measured per the service indicator agreed at contract formation and expressed in the contractors tender bid.

j) **Forced Entry Powers Used**: The contractor should detail all instances where forced entry powers have been used at **A16**. The reported number is that within the month being reported. A summary report should be written for each case in the Supporting Annex. This should detail

- the batch number and warrant number
- list bailiffs in attendance
- core data including name and address of defaulter

- record of those present and whether they were adult or youth
- all actions taken in respect of the warrant and immediately prior to force being used
- a summary of the events as they unfolded at the time force was used
- a statement on which contract manager/court authorised/agreed the use of force

SECTION B: PEOPLE & LEARNING

Contract Area	Headings	Standard	Actual (%)	Variance (%)	Supporting Papers Annex	Contractors Comments	Agreed Actions By Whom/By When
(B) People & Learning	References	100% Taken Up, Received and Satisfactory before employment commences	Actual and RAG	+/- (%)	B1	Summary statement covering B1	Agreed Remedial action(s)
	CRB	100% Taken Up and Received with a Satisfactory marking within 6 weeks of employment start date	Actual and RAG	+/- (%)	B2	Summary statement covering B2	Agreed Remedial action(s)
	Training	Pass Mark (state) and (%) Passed in the period	Actual	+/- (%)	B3	Summary statement covering B3	Agreed Remedial action(s)
	Mentoring	No. & (%) Written Appraisal at	Actual	+/- (%)	B4	Summary statement covering B4	Agreed Remedial action(s)

Contract Area	Headings	Standard	Actual (%)	Variance (%)	Supporting Papers Annex	Contractors Comments	Agreed Actions By Whom/By When
		end of first 3 months, half-yearly and annual					
	Certification	Each CEO is certified no later than 6 months from first start date	Actual and RAG	+/- (%)	B5	Summary statement covering B5	Agreed Remedial action(s)
	Disciplinary Action	No. in Month	Actual	Yes/No =B6(a) to B6(f)	B6	Summary statement covering B6, B6(a) to B6(f)	Agreed Remedial action(s) B6, B6(a) to B6(f)
		No./(%) No Case to Answer	Actual	N/A	B6(a)	Included in above	Included in above
		No./(%) Requiring and sent on Retraining	Actual	N/A	B6(b)	Included in above	Included in above
		No./(%) Verbal Warning	Actual	N/A	B6(c)	Included in above	Included in above
		No./(%) First Written Warning	Actual	N/A	B6(d)	Included in above	Included in above
		No./(%) Final Written Warning	Actual	N/A	B6(e)	Included in above	Included in above

Contract Area	Headings	Standard	Actual (%)	Variance (%)	Supporting Papers Annex	Contractors Comments	Agreed Actions By Whom/By When
		No./(%) Dismissed	Actual	N/A	B6(f)	Included in above	Included in above

k) **For B1 to B6: These are monthly cumulative reports.** These cover the important areas of staff recruitment, training, certification and any disciplinary action taken by the contractor.

- For B1 the report shall record the number of applications received in month 1, 2 etc, references sought (date requested/date return expected), date return received, satisfactory or not satisfactory, job offer made (employee number assigned)/not made/withdrawn. In addition, any further activity should be recorded.
- For B2 the report shall schedule all employees by employee number and show a cumulative position in respect of each and all CRB checks. The tabular format to record name, employee number, date CRB check applied for, date return due, actual date and result and any further action taken. A current and valid CRB check must be maintained for all certificated bailiffs and all staff having direct contact with defaulters or their family. Where bailiffs are employed from other European Union states (including Scotland) and have been working in England and Wales for less than 2 years they must hold their host states CRB equivalent (which must be recorded on the report).
- For B3 the report shall record the name and employee number of all staff (whether new recruits or existing staff) that have concluded training courses in the period. The names of the courses should be clearly stated, together with their purpose. All certificated bailiff staff must be trained in search and entry powers before carrying out this role. Measuring outcomes should also be recorded i.e. "Pass/Fail" including any pass mark and the actual mark attained and the (%) of attendees passing. It should also record further steps e.g. retake course and so on.
- For B4 the report shall record in tabular format the processes for staff appraisal and mentoring. It should list all employees by name and employee number and detail the cycle of staff appraisal and half and yearly reporting. All staff should receive an initial appraisal after the first 3 months of their employment. The report should indicate whether the appraisal due has been carried out together with any outcomes that relate to further training or disciplinary steps.

- For B5 the report shall record on a tabular basis the current position in respect of all certificated bailiffs and those awaiting certification (either because the process has not started or is part way through).
- For B6 the report shall be in tabular format and include the employee number and detail the reporting requirement listed in B6 (a) to B6 (f). It should also include the total number of employees subject to disciplinary action and the respective outcomes across the reporting range. The report should also include matters referred to the Police and/or the departments Corporate Governance Team.

SECTION C: COMMUNITY

Contract Area	Headings	Standards	Actual (%)	Variance (%)	Supporting Papers Annex	Contractors Comments	Agreed Actions By Whom/By When
(C) Community	Call-Centre	90% in 30 Seconds	Actual and RAG	+/- (%)	C1	Summary statement covering C1	Agreed Remedial action(s)
	Correspondence	100% answered in 20 working days	Actual and RAG	+/- (%)	C2	Summary statement covering C2	Agreed Remedial action(s)
(i) Information Request	Explanation Required	100% answered in 20 working days	Actual	+/- (%)	C3	Summary statement covering C3	Agreed Remedial action(s)
(ii) Standard	Query on Fees/Costs /Bailiff Powers	100% answered in 20 working days	Actual	+/- (%)	C4	Summary statement covering C4	Agreed Remedial action(s)
(iii) Serious	Standards Protocol (Identify Section and para.)	100% answered in 15 working days	Actual	+/- (%)	C5	Summary statement covering C5	Agreed Remedial action(s)
	Search and forced entry powers	100% answered in 15 working days	Actual	+/- (%)	C6	Summary statement	Agreed Remedial

Contract Area	Headings	Standards	Actual (%)	Variance (%)	Supporting Papers Annex	Contractors Comments	Agreed Actions By Whom/By When
						covering C6	action(s)
	Incorrect Fees/Costs Applied	100% answered in 15 working days	Actual	+/- (%)	C7	Summary statement covering C7	Agreed Remedial action(s)
	Seizure and removal of goods	100% answered in 15 working days	Actual	+/- (%)	C8	Summary statement covering C8	Agreed Remedial action(s)
	Damage to Property	100% answered in 15 working days	Actual	+/- (%)	C9	Summary statement covering C9	Agreed Remedial action(s)
	Claims of Threats of Violence	100% answered in 15 working days	Actual	+/- (%)	C10	Summary statement covering C10	Agreed Remedial action(s)
	Claims of Actual Violence	100% answered in 15 working days	Actual	+/- (%)	C11	Summary statement covering C11	Agreed Remedial action(s)

l) **For C1 to C11: These are monthly cumulative reports.** A single report in tabular format and detailed in accordance with C1 to C11 will suffice for this reporting requirement. This should show the number of complaints received and the number upheld, upheld in part and not upheld. It is important that sub-headings follow the respective sub-headings under the Contract Area section and the report is broken down within the respective headings and standards. Both positive and negative variance should be explained in the report as well as at a summary level in the Contractors comments section. In addition, actions agreed to bring performance to standard or cement or improve good performance should also be recorded at Agreed Actions on the Scorecard.

SECTION D: IMPROVING THE WAY WE WORK

Contract Area	Headings	Standards	Actual (%)	Variance (%)	Supporting Papers Annex	Contractors Comments	Agreed Actions By Whom/By When
(D) Improving the Way We Work	Board Minutes (Relevant Contract Extracts)	Actual	Actual	N/A	D1	Summary statement covering D1	Agreed Remedial action(s)
	Audit Recommendations from Departmental IAD – Client/Contract Audit	100% Implementation in accordance with agreed Audit Recommendations Action Plan	Actual	+/- (%)	D2	Summary statement covering D2	Agreed Remedial action(s)
	On-Street Inspection Reports	100% Implementation in accordance with agreed On-Street Inspection Report actions	Actual	+/- (%)	D3	Summary statement covering D3	Agreed Remedial action(s)
	Bailiff co-ordinator/ Compliance Reports	100% Implementation in accordance with agreed Bailiff Co-ordinate/Compliance Report actions	Actual	+/- (%)	D4	Summary statement covering D4	Agreed Remedial action(s)
	Other Operations and Internal Control reports including Contractor own Internal Audit Reports, Governance and Ethics	100% Implementation in accordance with agreed Report actions	Actual	+/- (%)	D5	Summary statement covering D5	Agreed Remedial action(s)

- m) **For D1 to D4: These are period reports as they become due or are produced ad hoc D5 at the request of either the contractor or client.** These reports should be included in the supporting papers as they are produced. This should include any variances together with an explanation and identified corrective actions planned. Contractors could also, if they wish, include a commentary as part of a narrative in the Monthly Client Report. The Contractor should identify what ad hoc reports/reviews of their operations they are planning to undertake each quarter and inform the relevant ACM/RCM.

(D) THE CENTRE

(7.13) The Centre is the HMCS Enforcement Team based in Pretty France, London. The Centre will collate the regional results into a HMCS wide picture and provide critical (but constructive) comment, advice and direction on activity within the regions. An extract of the report is detailed below:


(8) THE DASHBOARD

(8.1) The Dashboard provides a visual overview in graph form of MAS. It does not record MAS Subset data. Whilst there is standard software which generates the dashboard from performance software, HMCS does not currently have access to such software. Therefore compiling the Dashboard has 3 steps.

Step 1: A spreadsheet (and distributed to RCMs/contractors) has been constructed which has been formatted so the Dashboard graphs can easily be generated using it.

Step 2: Input the MAS figures from the contractors monthly Scorecard into the relevant spreadsheet cell. Block the relevant month on the spreadsheet and click on the Chart Wizard. This will default to the chart type required. Then follow wizard prompts. A basic knowledge allowing the creation of the relevant charts has been assumed. If you encounter an issue during this process contact David Drane as indicated above.

Step 3: Open PowerPoint and select the relevant slide formats (named 4 Objects). Then paste the graph into the appropriate section of the slide. Manipulate the slide format to copy exactly the example Dashboard recorded at **Appendix A**.

REGION	HEADING	PERFORMANCE	STANDARD (%)	ACTUAL (%)	VARIANCE (%)	DIRECTION OF TRAVEL	AGREED ACTIONS	DATES
NORTH EAST	Performance	Distress	25	25	0		Agreed actions from last quarter have resulted in expected increase in performance	N/A

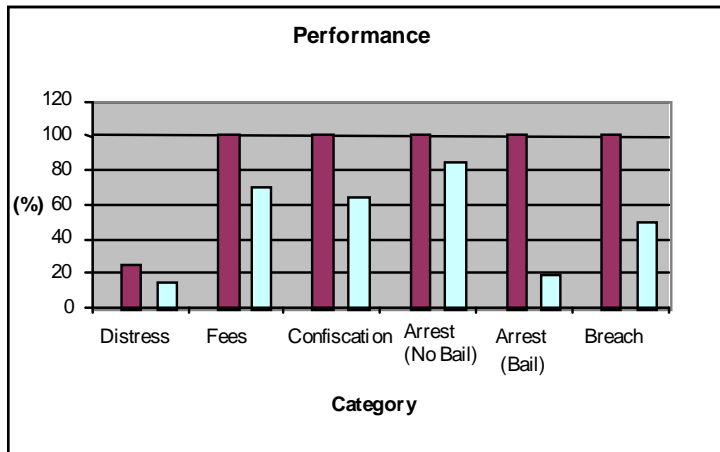
COMMERCIAL IN CONFIDENCE

DRAFT MONTHLY BALANCED SCORECARD

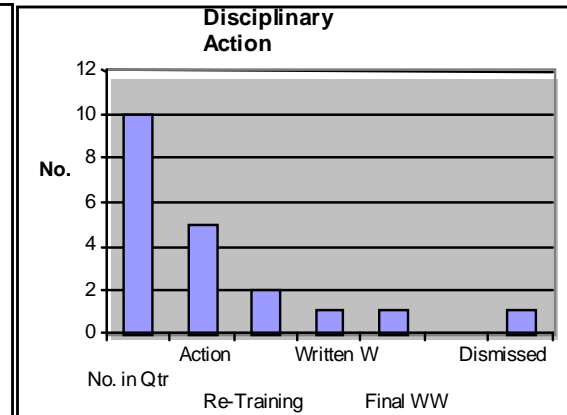
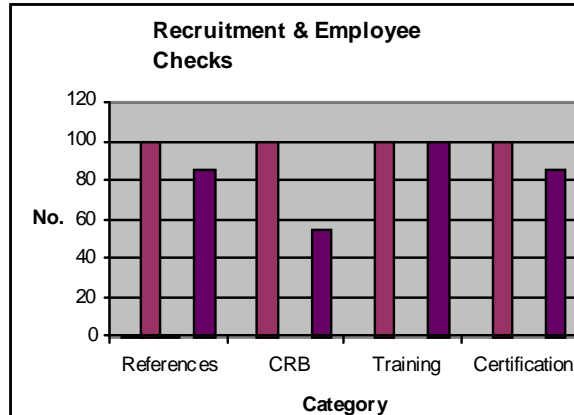
CONTRACT AREA	HEADINGS	STANDARD	ACTUAL (%)	VARIANCE (%)	SUPPORTING PAPER ANNEX	CONTRACTORS COMMENTS	AGREED ACTIONS DATES
(A) PERFORMANCE	Distress	20%	RAG		A1		
	Monthly Fine Recovery	(£)			A2		
	Cumulative YTD Fine Recovery	(£)			A3		
	(%) Paid Call Centre	Actual			A4		
	(%) Paid on Pre Bailiff Allocation	Actual			A5		
	(%) Paid on 1st Visit	Actual			A5		
	(%) Paid on 2nd Visit	Actual			A5		
	(%) Paid on 3rd Visit	Actual			A5		
	(%) Paid on Walking Possession	Actual			A6		
	Value (£) on Instalment Plans	Actual			A7		
	No. & (%) on Instalment Plans	Actual			A8		
	No. of Texts	Actual			A9		
	Financial Arrest (No Bail)	Set at Contract Formation			A10		
	Financial Arrest (Bail)	Set at Contract Formation			A11		
	Commitment	Set at Contract Formation			A12		
	CPB (Adult)	75% in 20 Days			A13		
(B) PEOPLE & LEARNING	CPB (Youth)	75% in 10 Days			A14		
	Clamping	Set at Contract Formation			A15		
	Force Entry Powers	100% Correct			A16		
	References	100% taken-up	RAG		B1		
	CRB	100% Sat in 6 weeks from emplyt start date	RAG		B2		
	Training	Pass Mark and (%) Passed			B3		
	Mentoring	No. & Written Appraisal for first 3 months, half-yearly and yearly 100% satisfactory in 3 month appraisal			B4		
		100% of CEOs within 12 months of start date	RAG		B5		
	Certification				B6		
	Disciplinary Action	No. in month and (No.)/(%) No Action (No.)/(%) Re-Training (No.)/(%) Verbal Warning			B6(a) B6(b) B6(c)		
(C) COMMUNITY	Disciplinary Action (Cont)	(No.)/(%) First Written Warning (No.)/(%) Final Written Warning (No.)/(%) Dismissed			B6(d) B6(e) B6(f)		
	Call Centre	90% in 30 seconds	RAG		C1		
	Correspondence	100% answered in 20 working days	RAG		C2		
	(i) Information Request	Explanation Required			C3		
	(ii) Standard	Query on fees/costs			C4		
	(iii) Serious	Standard Protocol (identify by Section and para.)			C5		
		Search and Forced Powers			C6		
		Incorrect Fees/Costs Applied			C7		
		Seizure & removal of goods			C8		
		Damage to property			C9		
		Claims of Violence			C10		
(D) IMPROVE THE WAY WE WORK		Claims of Actual Violence			C11		
	Board Minutes (Extracts)	Actual			D1		
	Audit Recs from Departmental IAD-Client/Contract Audit	100% Implemented in accordance with Agreed Audit Recs Action Ian			D2		
	On-Street Inspection Reports	100% Recs. Implemented to Action Plan			D3		
	(Bailiff Co-Ordinator/Compliance) Rprs	100% Recs. Implemented to Action Plan			D4		
	Other Ops Rpts (Ethics,IA,Governance)	100% Recs. Implemented to Action Plan			D5		

Balanced Scorecard-Dashboard

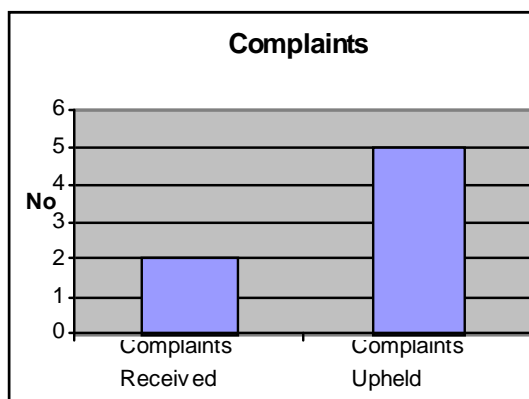
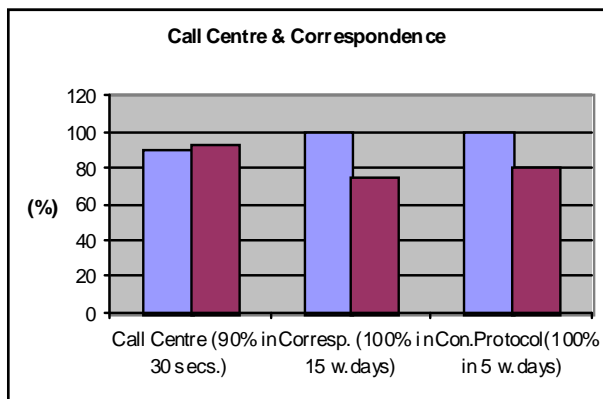
Performance



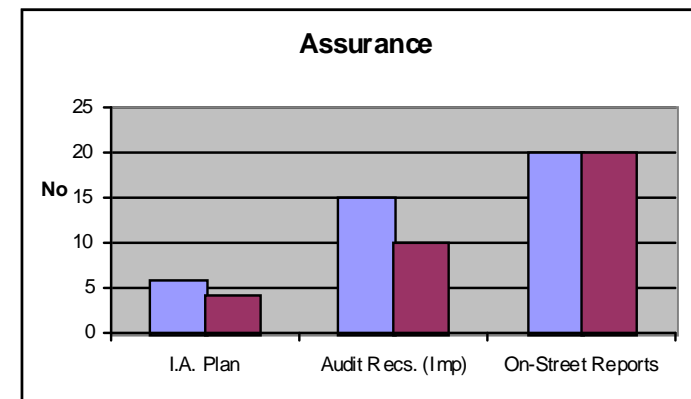
People & Learning



Community



Improving the Way We Work



Contract Requirements

REGION	AREA	Distress	Clamping	Arrest	Breach
London	London	✓	✓		
Midlands	Derbyshire	✓	✓	✓	✓
	Leicestershire	✓	✓		
	Lincolnshire	✓	✓	✓	
	Northamptonshire	✓	✓		
	Nottinghamshire	✓	✓		
	Staffordshire	✓	✓		
	Warwickshire	✓	✓		
	West Mercia	✓	✓	✓	✓
	West Midlands	✓	✓		
North East	Cleveland	✓	✓	✓	✓
	Durham	✓	✓	✓	✓
	Humberside	✓	✓		
	Northumbria	✓	✓	✓	✓
	North Yorkshire	✓	✓		
	South Yorkshire	✓	✓		
	West Yorkshire	✓	✓		
North West	Cheshire	✓	✓		
	Cumbria	✓	✓		
	Gtr Manchester	✓	✓		
	Lancashire	✓	✓		
	Merseyside	✓	✓		
South East	Bedfordshire	✓	✓	✓	✓
	Cambridgeshire	✓	✓	✓	✓
	Essex	✓	✓	✓	✓
	Hertfordshire	✓	✓	✓	✓
	Kent	✓	✓		
	Norfolk	✓	✓	✓	✓
	Suffolk	✓	✓	✓	
	Surrey	✓	✓	✓	
	Sussex	✓	✓		
	Thames Valley	✓	✓	✓	
South West	Avon & Somerset	✓	✓		
	Devon & Cornwall	✓	✓		
	Dorset	✓	✓		
	Gloucestershire	✓	✓	✓	✓
	Hampshire & IoW	✓	✓		
	Wiltshire	✓	✓		
Wales	Dyfed Powys	✓	✓		
	Gwent	✓	✓		
	North Wales	✓	✓		
	South Wales	✓	✓		



**HMCS Criminal Compliance and Enforcement Services
A Blueprint for 2008 to 2012.**

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Foreword by Mr Justice Gross

The enforcement of court orders is of the first importance to the rule of law. It is also vital if public confidence in the Criminal Justice System (“CJS”) is to be maintained.

The significance of this blueprint is that it signals a change of emphasis – shifting enforcement efforts to ensuring first time compliance rather than reacting to default. That must be praiseworthy and conforms to the expectation that court orders are to be obeyed. Additionally, if the blueprint’s aim of increased efficiency can be achieved, resources can be better directed towards the vigorous pursuit of defaulters.

The blueprint realistically canvasses the need for the various agencies involved in the CJS to work together; a striking example relates to enforcement proceedings in the case of breach of community orders. Moreover, the blueprint recognises that there is work to be done to alert the Judiciary to the enforcement implications of particular orders and listing decisions.

For all these reasons, I welcome the blueprint and am delighted to have the opportunity of playing a part in this initiative. It will, I hope, prove to be a good example of the partnership arrangements between the Judiciary and HMCS working in practice.

1 Introduction

- 1.1 The purpose of this blueprint is to set out a strategic direction for criminal compliance and enforcement services in Her Majesty's Courts Service. It sets out what HMCS wants to achieve by 2012 and how it could get there. The over riding principle behind the document is to deliver the Government's strategy to ensure that:

"Rigorous enforcement will revolutionise compliance with sentences and the orders of the court".¹

- 1.2 The blueprint will build upon the achievements relating to fines, community penalty breaches, defendant attendance and confiscation enforcement realised in the last five years, address the outstanding issues that have arisen during this period and prepare and equip HMCS teams to meet future enforcement targets.

2 Definition and Scope

- 2.1 Following the successful closure of the Fines Enforcement Programme and the revision of the scope of the National Enforcement Service in 2007, there is a need for greater clarity and a shared understanding across HMCS and Criminal Justice agencies as to what is meant by criminal compliance and enforcement services.

- 2.2 The assumption in this blueprint is that HMCS criminal compliance and enforcement services are defined as all management and administrative actions associated with:

- Pre court activities to support the judicial process
- Fines collection and account management
- Community penalty breach proceedings warrant execution
- Failure to appear (FTA) warrant execution
- Confiscation order enforcement

- 2.3 The scope of this blueprint includes HMCS, business systems, processes, policy, resources, performance and legislation required for the successful delivery of the Government's strategy for enforcement.

- 2.4 Separate compliance and enforcement plans are being produced by the relevant criminal justice agencies and cross CJS bodies to cover breaches, confiscation and defendant attendance. This blueprint does, however, cover HMCS's role in relation to these orders.

¹ Cutting Crime, Delivering Justice, Cm62888, July 2004

3 **Executive Summary**

- 3.1 In 2006, the *Criminal Justice Simple, Speedy, Summary*² report was published and has since led to significant improvements in both the timeliness and effectiveness of court hearings. However, the timeliness and effectiveness of the enforcement of the subsequent court orders are equally as critical to the performance and standing of the criminal justice system (CJS) as the hearings themselves. Enforcement has seen many successes over the last five years but there remains significant scope to drive down unit costs, drive up performance and increase HMCS's income through existing incentive schemes.
- 3.2 Enforcement is traditionally associated with the pursuit of defaulters by enforcement officers. However, over time, it has become clear that this approach alone cannot deliver increased compliance with the orders of the court. This was supported by the findings of the 2007 *Public Accounts Committee* Report³ and the 2006 *National Audit Office* reports upon fines collection⁴ which stated that the effectiveness of enforcement - in terms of both costs and outcomes - primarily relies upon ensuring immediate compliance with the orders of the court.
- 3.3 Given this, HMCS's strategic objective for enforcement is for a cheaper, faster and more proportionate system that will achieve a significantly higher degree of compliance with court orders and a corresponding reduction in the need to take costly and ineffective enforcement action against defaulters.
- 3.4 This will be realised through a clear focus of resources on first time compliance, early intervention activity and administrative led 'intelligent enforcement' based on whether the offender voluntarily complies, requires support from HMCS or requires swift and effective 'hard-edged' enforcement action to comply with the order of the court.
- 3.5 This transformation will be achieved through a number of measures including improvements to the quality of offender information, intensive case management, offender profiling, systematic usage of existing sanctions, and increased usage of risk assessments, text messaging, telechasing and additional tracing tools.
- 3.6 This focus on compliance will be driven by the revision of existing performance measures in accordance with the outcomes of the 2007 Comprehensive Spending Review and the recommendations in the 2007 *Public Accounts Committee* Report⁵ on fines collection.

² http://www.dca.gov.uk/publications/reports_reviews/delivery-simple-speedy.pdf

³ <http://www.publications.parliament.uk/pa/cm200607/cmselect/cmpublicacc/245/24502.htm>

⁴ http://www.nao.org.uk/publications/nao_reports/05-06/05061049.pdf

⁵ <http://www.publications.parliament.uk/pa/cm200607/cmselect/cmpublicacc/245/24502.htm>

- 3.7 In setting out a 'route-map' towards achieving greater levels of compliance by 2012, the blueprint will also clarify the respective roles of civilian enforcement officers, fines officers, private sector enforcement agents and HMCS administrative staff in the compliance and enforcement process. This clarity will ultimately prepare, equip and support HMCS enforcement teams to achieve future enforcement targets and to maximise the income that flows to HMCS through the fines and asset recovery incentive mechanisms.
- 3.8 The blueprint will be delivered across HMCS through the *Simple, Speedy, Summary* approach which will allow for the characteristics across an individual region to be taken into account when delivering what will be national objectives and outcomes. This approach will be supported by the HMCS LEAN quality programme, which should, over time, eradicate inefficiencies and make best use of compliance and enforcement resources.

4 Strategic Context of Compliance and Enforcement

4.1 In developing its proposals, the blueprint has taken into account a number of elements that will impact over the 2008 - 2012 period. They include:

- The 2007 Comprehensive Spending Review
- The principles of LEAN business management
- The delivery of the LIBRA IT system
- Government legislation and policy relating to enforcement
- National Audit Office and Public Accounts Committee Reports
- Modernising Money Handling Programme

2007 Comprehensive Spending Review

4.2 Even though the 2007 Comprehensive Spending Review provided no additional resources for enforcement, it sets the financial context for this blueprint. The Review set out the following Public Service Agreement (PSA) for the criminal justice system:

- *To deliver a more effective, responsive and transparent Criminal Justice System for victims and the public⁶*

4.3 This agreement is underpinned by the following indicators relating to enforcement:

- *Increase the efficiency and effectiveness of the CJS in bringing offences to justice;*
- *Increase the levels of public confidence in the fairness and effectiveness of the CJS;*
- *Increase the proportion of victims and witnesses that are satisfied with the way they are treated by the CJS*
- *Reduce the harm caused by crime by increasing the quantity of criminal assets recovered (£250 million by 2009/10)*

4.4 Furthermore, the Review also stated that the Government would continue to develop a further 'measure of compliance and enforcement' for introduction by the end of the spending review period in 2012. This measure is currently being developed by the Office for Criminal Justice Reform (OCJR) through the *Enforcement Delivery Board*.

LEAN Business Principles⁷

4.5 The LEAN initiative, currently in its formative stage in HMCS, will play a key role in helping to develop business process improvements for compliance and enforcement services. Many of the proposals set out in this blueprint are based on

⁶ http://www.hm-treasury.gov.uk/media/5/C/pbr_csr07_psa24.pdf

⁷ http://en.wikipedia.org/wiki/Lean_manufacturing

the LEAN principles to maximise successful outputs and to minimise failing or wasteful procedures. For example, the majority of existing measures to collect fines, confiscation orders and to deal with community penalty breaches fall, at present, within the definition of the traditional but costly 'doorstepping' approach. An assessment or analysis as to why the offender failed to respond to the order of the court is rarely undertaken. On this basis, the system tolerates failure too easily.

LIBRA

- 4.6 HMCS is currently implementing LIBRA which will standardise business processes across the agency. Whilst LIBRA may not, at present, offer significant benefits for compliance and enforcement activities, it does provide a foundation upon which future business improvements can be delivered for example through new performance measures which are currently being developed by the Libra programme.
- 4.7 The blueprint will, however, provide the business requirements for any future enabling IT strategy, although the timescale for any implementation is likely to be around 2010 at the earliest. Consequently the interim assumption is that the 2012 vision will have to be delivered without major IT changes.

Legislation and Policy

- 4.8 In relation to existing criminal justice policy, a number of documents have influenced the proposals in this blueprint. They include:
- The Government's '*Cutting Crime, Delivering Justice*' strategy published in 2005.
 - Home Office *Asset Recovery Action Plan* published in 2007.⁸
 - The '*Criminal Justice: Delivering Simple, Speedy, Summary Justice*' report published in 2006.
 - The PA Consulting Post Implementation Review of the Courts Act 2003 dated August 2007.
 - The Royal Assent of the Tribunals, Courts and Enforcement Act in July 2007

National Audit Office and Public Accounts Committee Reports

- 4.9 Both the recent NAO⁴ and the PAC³ reports were critical of existing HMCS performance measures, particularly in terms of fines recovery. Public commitments have been made to address the identified weaknesses and proposals are included within the financial impositions section of the blueprint.

⁸ <http://www.homeoffice.gov.uk/documents/cons-2007-asset-recovery/asset-recovery-consultation.pdf?view=Binary>

5 2012 – Compliance First Time

- 5.1 HMCS's strategic objective for enforcement is for a cheaper, faster and more proportionate system that primarily focuses on 'first time' compliance whilst continuing to apply the principles of rigorous enforcement to the hard-core of defaulters.

What Compliance and Enforcement will look like in 2012

- 5.2 This strategic objective is achieved by adopting a new approach to enforcement by dividing it into the following three separate elements on the basis of how the offender responds to the order of the court:

Voluntary Compliance

Where the offender requires little or no assistance in complying with the order of the court and complies at the earliest opportunity.

Supported Compliance

Where the offender through either ignorance of the order or through their inability to comply requires assistance from HMCS and others to comply with the order either at the earliest opportunity or over a reasonable period of time.

Enforced Compliance

Where the offender wilfully ignores the order of the court and fails to comply with either the initial order or with the terms of the supported compliance.

- 5.3 This approach allows for compliance and enforcement activity and resources to be targeted both quickly and effectively and will, by 2012, achieve the following outcomes:

- A clear focus of resources (cash, people and intelligence) on first time compliance, early intervention activity and administrative led 'intelligent enforcement';
- A significantly higher degree of first time compliance with court orders and a corresponding reduction in the need to take costly and ineffective enforcement action against defaulters;
- The achievement of future targets for fines and confiscation order collection, fail to appear warrants and community penalty breach resolution as well as the maximisation of the income that flows to HMCS through the fines recovery and its share of the asset recovery incentive mechanisms.

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- The standardisation of compliance and enforcement procedures across HMCS discharged at the lowest unit cost working with the LEAN quality programme which has the possibility to eradicate inefficiencies and make best use of enforcement resources.

5.4 These primary outcomes will be achieved through the implementation of the following and additional actions:

- The reconfiguration of existing HMCS administrative teams to allow for intensive case management, offender profiling, systematic usage of existing sanctions, and the increased usage of risk assessments, text messaging, telechasing and additional tracing tools.
- The consideration, production and implementation of policy to improve the quality of offender information;
- A greater level of judicial awareness of the importance of payment on the day, the consequences of non-compliance and the parameters of supporting payment plans for both financial penalties and confiscation orders;
- The forthcoming implementation of the Modernising Money Handling project across HMCS;
- The full utilisation of the provisions in the Courts Act 2003 across HMCS to allow for financial penalties that proceed to a warrant stage to be efficiently and effectively enforced and for supported compliance measures to be undertaken and monitored by a network of fines officers;
- The provision of a well trained, well equipped cadre of civilian enforcement officers (CEOs) that have clearly defined roles and responsibilities to allow them to enforce the irreducible minimum of cases that do proceed to the warrant execution stage;
- A new generation of rigorously managed contracts with private sector enforcement agents that reflect the compliance approach and the subsequent reduction in distress warrants;
- The establishment of enforcement business centres to efficiently and effectively undertake the administrative processes required to support the intelligent enforcement approach. The success of the confiscation centres of excellence can also be consolidated through collocation with Regional Asset Recovery Teams;
- The revision of performance measures and the subsequent provision of management information to reflect the transfer of resources and focus from enforcement to compliance.

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- A greater level of understanding and joint working with other CJS agencies to achieve the existing targets for confiscation and community penalty enforcement.

5.5 To achieve these outcomes, existing administrative processes will need to be reconfigured and a number of issues relating to fines, community penalties, confiscation and fail to appear warrants will need to be addressed. The details can be found in the following four chapters.

6 Financial Impositions

Performance

- 6.1 HMCS is solely responsible for the enforcement of financial impositions.
- 6.2 Historically, the collection of financial impositions, which includes fines, costs, compensation and the victims surcharge, has been poor. For example, in 2002/03 the national payment rate stood at 55%. However, following the establishment of the *Fines Enforcement Programme* in 2003, year-on-year increases in the national payment rate have been achieved. At the end of March 2008, the payment rate for fines stood at 95% against a 2007/08 target of 85%.
- 6.3 However, even though cash collections have increased from £213m in 2003/04 to £256m in 2007/08, at the end of March 2008 the total amount of outstanding debt exceeded £497m with over 15% of fines written off. This debt has grown by over £10m during 2007/08 and the net cancellation rate has seen little improvement since 2004.⁹
- 6.4 Furthermore, the 2007 Public Accounts Committee Report into Fines Collection came to the following conclusion about the payment rate:
- This [the payment rate] is not an adequate measure of performance as it creates an incentive to cancel fines and takes no account of the time taken to pay them. The Department has reported an improvement in the "payment rate" year on year since 2002-03, but the actual value of fines collected has remained almost constant.*¹⁰
- 6.5 Incentive schemes are in place for fines recovery whereby HMCS receives a percentage of monies recovered. Under the fines incentive scheme, HMCS received £12.9m in 2006/07 and expected to receive between £16m and £17m in 2007/08. The objective for HMCS is to maximise the revenue received through this scheme and to minimise costs against a backdrop of further efficiency targets impacting in 2009 to 2011.
- 6.6 Given these targets, the provision of a strategy to prepare and equip enforcement teams to meet existing and future targets is critical, especially as improvements will need to be achieved without additional resources.

⁹ All figures from Business Information Division, HMCS

¹⁰ <http://www.publications.parliament.uk/pa/cm200607/cmselect/cmpubacc/245/24504.htm>

Compliance

6.7 HMCS's objective for compliance and enforcement is for a cheaper, faster and more proportionate system that primarily focuses on compliance whilst continuing to apply the principles of rigorous enforcement to the hard-core of defaulters. This approach, realised through a focus of resources on first time compliance, early intervention activity and 'intelligent enforcement', will lead to a significantly higher degree of cash collection and a corresponding reduction in costly and ineffective enforcement action against defaulters.

6.8 Through this strategy, HMCS expects to meet both existing and future compliance based targets by achieving the following outcomes:

- An increase in the collection of more fines both in volume and value terms;
- An increase in revenue to HMCS through the fines incentive scheme;
- An increase in the number of fines paid on the day;
- An increase in the collection rate by contractors;
- A decrease in the number of fines written off;
- A decrease in the number of accounts that require enforcement;
- A decrease in the rate of growth of outstanding debt.

6.9 Specific reductions will be established and agreed once LIBRA and the subsequent compliance based performance indicators have been introduced across HMCS. The expected year on year increases and decreases will be reflected in regional action plans.

6.10 In order to deliver this strategy and achieve the targets above, there are a number of issues relating to the enforcement of financial penalties that need to be addressed during the 2008 – 2012 period.

Roles and Responsibilities

6.11 In 2006/07, three private sector firms contract managed by the seven HMCS regions had responsibility for 770,000 warrants equating to 57% of all warrants. The vast majority of these 770,000 warrants were distress warrants (728,000). Although these warrants allow the private sector to enforce financial penalties at little cost to HMCS¹¹, the NAO report concluded that distress warrants 'have a limited impact on defaulters'.

6.12 At present, there are approximately 500 civilian enforcement officers (CEOs) unevenly distributed across 29 of the 42 local justice areas executing the remaining 43% of all warrants. This proportion of total warrants primarily comprises arrest and community penalty breach warrants. An analysis of the coverage of civilian enforcement officers can be found at annex A.

¹¹ Approximately £1.5m pa in managed fees in 2006/07.

6.13 The 2008 warrant handling strategy evaluation in the north-west pathfinder area highlighted the benefits of civilian enforcement officers executing lower risk category C FTA warrants to the local criminal justice system. However, as these benefits were achieved at a significant cost to HMCS, there are, at present, no plans to extend the principles of this warrant handling strategy outside of the north-west.

6.14 As for the day to day handling of warrants, the 2008 *Supporting Our 'Doorstep' Teams* made a number of recommendations¹² to further professionalise the role of the CEO and stated that all warrants should be allocated only after a risk assessment had been undertaken.

6.15 Following the implementation of the blueprint, HMCS expects the following outcomes:

- The quantity of distress warrants will decrease due to increased use of the Courts Act sanctions and increased levels of compliance. Most warrants issued will now be no bail warrants
- Due to the universal usage of warrant risk assessments, an increasing number of these warrants, and community penalty breach warrants will be executed by CEOs in conjunction with the police.
- The private sector will continue to execute a much reduced number of distress warrants but will be encouraged to undertake a greater role in compliance activities such as texting and telechasing.
- The quality of all warrants will increase due to improvements in offender information and improvements in the timeliness of the issue of a warrant.

6.16 Given these developments, the following issues remain:

- The coverage, role and functions of the civilian enforcement officer are unclear and are inconsistently applied across England & Wales.
- Existing contracts with authorised enforcement agents do not reflect the strategic direction of compliance and enforcement.

6.17 To address these issues the following approach should be adopted:

- Civilian enforcement officers will remain an integral part of enforcement. They will continue to primarily execute arrest and community penalty breach warrants. Where they exist, areas should ensure that they are utilised in the most efficient and effective manner and in accordance with the findings of the *Supporting Our 'Doorstep' Teams* report. The implementation of this report should see the further professionalisation and standardisation of the role.

¹² A full list of recommendations can be found at annex C.

- To ensure operational resilience, regions should not seek to rely entirely on the private sector nor upon civilian enforcement officers for enforcement activity.

The Role of Authorised Enforcement Agents

6.18 Over time, the role of the private sector is expected to decrease. However, they will continue to remain an important and significant partner to HMCS. Contracts are currently being revised to reflect the projected changing workload. This revision will also simplify fee structures, improve control and audit functions and ensure continuous improvement throughout the lifetime of the contract. To ensure the effectiveness of these partnership arrangements, the following approach should be adopted:

- This requirement will be reflected in protocols between HMCS and authorised enforcement agents. Dedicated contract managers should be established in each region to manage better (both financially and operationally) contracts and the relationship with the private sector.

Inputs, Outputs and Processes

Offender Information

6.19 The quality of offender data, essential for all elements of effective enforcement, remains poor and in some cases, is getting worse. The NAO report supported this conclusion. Furthermore, existing standards and quality of information protocols are either not agreed or not enforced with prosecuting agencies.

6.20 'Hard edged' sanctions can only go so far in tackling defaulters. The quality of information is key to the success of both compliance and enforcement. Following implementation of the blueprint, HMCS expects improvements to attendance, compliance and enforcement. To achieve this and address the issues above the following approach should be adopted:

- HMCS Enforcement Team should embark on a programme of work with a view to introducing legislation to provide powers for prosecuting agencies to request the minimum information (name, address and date of birth) as well as additional information such as national insurance numbers and telephone numbers from defendants;
- Following the above, further changes should then be explored to ensure that improvements in data quality are systematically enforced throughout compliance and enforcement processes. For example, legislation could allow for the formal rejection of cases that do not include a mandatory minimum level of data.

- Prior to any changes, existing protocols with prosecuting agencies on offender data should be bolstered and relaunched. Discussions at both regional and national levels to revise targets and procedures in advance of this legislation should also take place.

The Judiciary

6.21 The 2007 NAO and PAC reports highlighted the inconsistent approach across HMCS in the provision of advice to the judiciary upon means enquiries, payment on the day, payment terms and the consequences of non-compliance. To address these issues the following approach should be adopted:

- HMCS Enforcement Team should build on the work of the That Fine's Payable Now DVD and work with the Judicial Studies Board to strengthen the existing terms on compliance and payment on the day in the Magistrates Bench Book.
- Legal advisers and magistrates should be made aware of the effect on enforcement actions if they 'call the case on' without being satisfied that the case has sufficient means information to proceed as requested by the designated officer.
- Court literature including, the means information form, summons issued by LIBRA and messages to defendants should be reviewed and standardised by the HMCS Enforcement Team to indicate the importance of payment on the day, the consequences of non-compliance, the need to provide verified means information and what to do if an offenders' circumstances change.

6.22 Following implementation of the above, levels of cash collection and first time compliance will improve through magistrates and judges actively seeking and expecting payment on the day and setting financial penalties at an appropriate level following improvements to the quality of offender and means information.

Administrative Processes

6.23 The current administrative arrangements for fines collection do not allow for efficient and effective ways of working within regions. There is limited analysis or understanding of offenders and defaulters to inform intervention decisions and intelligent enforcement. This has resulted in resources and investment being primarily geared towards the traditional doorstepping/ defaulting aspects of enforcement rather than ensuring first time compliance. To address this the following approach should be adopted:

Intelligent Enforcement

- Prior to any hearing, administrative teams should complete a case summary which includes offender details, means information, any enforcement history/intelligence and outstanding accounts in the local justice area.

- The accuracy of means information should be verified by a regular programme of dip sampling undertaken by operational teams in both the Crown Court and the magistrates' courts.

Voluntary Compliance

- The implementation of the Modernising Money Handling Programme will allow for payments on the day to be made at courts without fines counters or fines officers and support both the principles of and opportunities for voluntary compliance.

Supported Compliance

- HMCS regions should develop plans to ensure that fines officer teams should be available on site/by telephone for instalment plan negotiations.
- HMCS administrative teams or private sector firms should send texts or telephone offenders before every instalment payment is due where contact details exist. The HMCS Enforcement Team should further explore automating this reminder process.

Enforced Compliance

- Where voluntary and/or supported compliance is inappropriate or proves unsuccessful and offenders go into formal default on their outstanding financial impositions, there should be a consistent and nationally applied enforcement process along the following lines:
- Where there is no evidence of previous non-compliance, following a further steps notice, the first enforcement action should be a final 'red statement' type reminders either through written, text or telephone debt chasing by administrative teams.
- Where there is a previous history or other evidence of non-compliance, the offender should be 'fast-tracked' to the enforced compliance stage and the sanctions in the Courts Act should be applied. Once the provisions of the Courts Act are exhausted, the presumption should be that means warrants without bail be issued.
- Prior to the issue, allocation and risk assessment of a warrant administrative teams carry out all further and final intelligence checks (e.g. on Department for Work and Pensions Customer Information System (DWP CIS), Equifax). This final check should be followed by a further text/telephone reminder to the offender setting out the need for immediate contact and the consequences of failure to do so.
- Once a warrant is issued it should be intensively managed over an appropriate post default period by administrative 'account managers'. Where appropriate, the partnership during this period will be with the private sector.
- To support account management, the HMCS Enforcement Team will explore with the Enforcement Accounting Design Study Group the possibility of establishing single national accounts for individual offenders/ defaulters.
- HMCS is currently piloting the *slice of debt* initiative to recover hard to trace debt and will continue to explore the usage of additional tracing methods such as the Audit Commission National Fraud Initiative and the Serious and Organised Crime Agency (SOCA) databases to continue to pursue offenders after the intensively managed period.

6.24 These proposed changes to the administrative processes of enforcement are the most critical element of the blueprint. If successfully implemented, the system will have been reconfigured away from the failing doorstep approach and the resources and opportunities for timely and efficient cash collection and compliance will have been maximised. The expectation is that very few fines will be administratively cancelled in future due to having been through a number of additional checks supported by timely hearings, automated processes and improvements to intelligence and offender information.

6.25 To allow for the delivery of the above administrative functions and to support compliance/enforcement functions, a number of changes will need to be made to existing ways of working. They include:

- Administrative staff should be fully trained in telechasing techniques and have greater flexibility to allow for evening and weekend working to better target offenders.
- An intelligence officer role should be established in the administration unit to collate and manage offender intelligence obtained from CEOs, the Police National Computer, DWP, fines officers, Probation Offender Managers and the agency tasked with executing the warrant for example.
- Civilian enforcement officers should be made designated fines officers to assist existing fines officers and the supported compliance stage
- Additional access to DWP IT and data due in 2009 should allow for a reduction in the current administrative burden upon court staff and allow for the above reconfiguration.
- The establishment of enforcement business centres in each of the seven HMCS regions should be considered. These centres could be along the lines of existing confiscation centres and would create an operating environment to facilitate greater intelligence sharing, the consolidation of case management and drive efficiencies (e.g. LEAN) across compliance and enforcement systems.

Information Technology and Management Information

6.26 The 2006 NAO and 2007 PAC reports stated that the existing performance targets are incomplete, misleading and do not support or incentivise the first time compliance approach. Furthermore, the forthcoming implementation of LIBRA in HMCS will not significantly improve administrative capability of enforcement teams nor will it support compliance based performance indicators. There is also little understanding of the underlying costs associated with compliance and enforcement. To address these issues the following approach should be adopted:

- The national roll out of LIBRA in 2008 will allow for a platform upon which additional functionality can be built and management information provided to support first time compliance. HMCS Enforcement Team is considering the options under the Enforcement Accounting Design Study Group.

- After the full LIBRA roll out and in accordance with the recommendations in the PAC and NAO reports and the subsequent commitment by HMCS, a new set of performance indicators will be introduced in April 2009 to reflect and monitor the success against the voluntary, supported and enforced compliance approach.
- In addition to the introduction of new performance measures, HMCS Enforcement Team has begun a long term study to establish the costs associated with enforcement.

6.27 Following implementation of these recommendations, HMCS expects the following outcomes:

- A greater understanding of offender behaviour, risk and debt management.
- A greater understanding of what works and the subsequent better allocation of resources to compliance and enforcement.
- A greater ability to know and control the costs of all elements of the compliance and enforcement process.
- The introduction of an incentives ethic to better support fines collection and incentive schemes.

7 Community Penalty Breach Cases

Performance

- 7.1 HMCS contributes to the delivery of the multi-agency end-to-end community penalty breach resolution timeliness target. For 2008/9 there is one headline LCJB target
- 7.2 For 60% of cases to be resolved in 25 working days from the date of the relevant failure to comply with the order.
- 7.3 This target is supported by three further indicators:
- For all cases to be resolved within an average of 35 working days from relevant failure to comply with the order;
 - To execute 75% of community penalty breach warrants in 20 working days for adults and 10 working days for youths;
 - To reduce the number of unresolved cases over 35 working days
- 7.4 To assist in the measurement, management and delivery of these targets, a Community Penalty Enforcement Tracker (COMet) was introduced in 2005. Since the introduction of the targets, agencies have increasingly worked together to develop policy and practice to identify and reduce avoidable delay throughout the enforcement process.

Enforcement of Community Penalty Breaches

- 7.5 A great deal of progress has been made to improve the enforcement of community penalty breaches in the last five years. For example, in at the end of March 2008, rolling quarter performance against the 25 working day resolution target reached 58%. In terms of compliance, National Probation Service performance show that, between April 2007 and February 2008, 67% of cases reached the six months stage without requiring breach action against a national target of 70%.
- 7.6 However, performance against the 35 working day average has been fairly static during 2006/07 and at the end of March 2008, rolling quarter performance stood at 42 working days. Achievement of this target has been particularly difficult because of the effect of the resolution of long running cases on the target.
- 7.7 Given this, a number of additional and innovative measures need to be employed to allow all Local Criminal Justice Boards to consistently meet the targets. Through the implementation of the blueprint, HMCS expects to contribute to and meet existing targets by achieving the following outcomes:
- Improving the timeliness of community penalty breach hearings;

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- Improving offender attendance at the first hearing;
- Reducing the number of adjournments of community penalty breach hearings;
- Improving the timeliness of warrant execution;
- Increasing the number of successfully executed warrants.

7.8 However, in order to meet the current targets there are a number of issues that need to be addressed during the 2008 – 2012 lifetime of this blueprint.

Compliance

7.9 National Offender Management Service (NOMS) and local probation areas in particular, are responsible for ensuring compliance with community penalties and suspended sentence orders. HMCS's primary role is to swiftly intervene where first time compliance has failed. Supporting compliance with the initial order would reduce the number of costly community penalty breach hearings and subsequent enforcement actions and thus reduce the burden and cost to HMCS. To achieve this outcome, NOMS is, at present, developing a compliance strategy under the governance of the Enforcement Delivery Board.

Timeliness of Community Penalty Breach Hearings and Offender Attendance

7.10 The provisions of the *Criminal Justice: Simple, Speedy Summary* Report should improve the timeliness of breach hearings through fewer adjournments and the prioritisation of specific offences such as theft, quality of life crimes.

7.11 To achieve a timely hearing, the initial community penalty breach must be quickly identified by the Probation Service/ Youth Offending Team (YOT)/ Electronic Monitoring Contractor (EMC) to allow proceedings to be rapidly initiated. To support and standardise the community penalty breach hearing process, the following approach should be adopted:

- | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Courts should list a breach for first hearing within twenty working days of the relevant failure to comply• The Probation Service/ Youth Offending Team (YOT)/Electronic Monitoring Contractor (EMC) will be primarily responsible for ensuring the quality and timeliness of the service of the summons/ letter. |
| <ul style="list-style-type: none">• Legal advisers should liaise with the prosecution to ensure the necessary documents are included in the breach pack;• Magistrates and judges should ensure that adjournments are being challenged and that the CJSSS provisions are being fully utilised at community penalty breach hearings.• Twenty-four hours prior to the hearing date, administrative teams should issue a text/ telephone/ letter reminder to the offender to confirm the hearing details and the consequences of failing to appear. |

- Magistrates and judges, legal advisers and listing officers should be advised of the importance of these timescales in ensuring effective enforcement of these orders, so that this factor can be taken into account in prioritisation and listing decisions.

Offender Information

7.12 As with fines, the quality of offender information is critical to the success of enforcement both in a preventative manner, such as ensuring notifications reach the intended recipient, and for any enforcement action required during the later stages of the process. To achieve this the following approach should be adopted:

- HMCS Enforcement Team should widen the scope of the work they intend to undertake on improving the quality of information associated with financial impositions to include community penalty breaches.
- All users and managers should take responsibility for the completion, accuracy and the timeliness of the inputs into COMet.
- All key agencies should ensure that information is updated each time contact is made with the offender and that the information is shared across agencies

Administrative Processes for Community Penalty Breach Warrants

7.13 Existing listing, administration and enforcement teams within HMCS should collate, manage and share offender intelligence obtained from CEOs, authorised enforcement agents, the police and offender managers. These teams should adopt the following approach when dealing with community penalty breach warrants:

- If the offender fails to attend a court hearing, the presumption should be that the breach warrant will not be backed for bail. The local justice area should send every warrant to the central administration team within the working day.
- On receipt of each warrant the administration team should immediately issue a further text/telephone reminder (where available) to the offender setting out the need for immediate contact and the consequences of failure to do so.
- Warrants should be swiftly risk assessed and prioritised in accordance with the standard or fast track procedure by the administrative team. The status should be clearly recorded on the warrant.
- To support potential police execution, each warrant should also be posted onto the Police National Computer (PNC) on receipt.
- The administration team should be responsible for logging the warrant carrying out all intelligence checks (e.g. on DWP, PNC, Equifax) before allocation and execution by enforcement officers and, if necessary, the Police.
- The central administration team should also be responsible for subsequent progress chasing, reporting and refreshing long running live warrants.
- Update COMet at each stage to ensure that the data is accurate and timely. The team will also need to work with others in the area who will also be updating the

COMet to ensure that no information is missing e.g. hearing dates, results of hearings.

Execution of Community Penalty Breach Warrants

7.14 As stated in the section on financial impositions, civilian enforcement officers will continue to primarily execute arrest and community penalty breach warrants. Where they exist, areas should ensure that they are utilised in the most efficient and effective manner and in accordance with the findings of the *Supporting Our 'Doorstep' Teams* report.

7.15 Warrants should be executed in accordance with the current NOMS *Guidance in Relation to the Handling, Reviewing and Withdrawal of Community Penalty Warrants* and the following approach adopted:

- On successful no bail warrant execution and arrest, the offender manager should be notified and the offender should be taken into court immediately and the hearing should take place either on the day of arrest or at the next available opportunity.
- Where the offender is on bail or makes contact with the court or offender manager, they should be asked to surrender to the next court, with a further reminder issued 24 hours before the hearing date.
- An increase in the number of dedicated community penalty breach courts should be considered in certain areas where there are sufficient volumes of breaches.

Relationships

7.16 Community penalty breaches cannot be dealt with effectively by agencies working in isolation. All criminal justice partners must work together to support the overall target. The following approach should be adopted:

- Offender managers should always be kept well informed of any actions or developments in a case and should regularly meet with HMCS colleagues to formally share offender data and intelligence. This intelligence should include any relevant information such as change of address, and mobile numbers. Defence solicitors should also be encouraged to share offender information in support of the criminal justice system.

7.17 Many of the proposals to reconfigure the administrative processes associated with community penalty breaches cross-refer and support the proposals for the compliance and enforcement of financial impositions. For example, the proposed establishment of enforcement business centres in each of the seven HMCS regions based on intelligence sharing, the consolidation of case management and efficiencies (e.g. LEAN) would do much to support the enforcement of community penalty breach warrants.

8 Defendant Attendance

- 8.1 HMCS contributes to the delivery of the multi-agency overall target to reduce the number of outstanding fail to attend (FTA) warrants by notifying the Police after a defendant fails to appear at his or her court hearing and, in some areas, by executing a number of lower level category C warrants¹³.
- 8.2 The Office for Criminal Justice Reform is the owner of the various multi-agency targets, all of which are delivered through the network of Local Criminal Justice Boards.

Performance

- 8.3 At the end of January 2008 (latest available data), a total of 28,093 warrants were outstanding against a March 2008 target of 27,327 in contrast to a total of 65,000 in August 2004. In relation to the supporting indicators:
- 94% of warrants were notified within one day at the end of January 08 in contrast to a target of 90%.
 - 99% of warrants were notified within three days at the end of January 2008 in contrast to a target of 100%.
 - 65% of category A warrants were executed within 14 days at the end of January 2008 in contrast to a target of 70%.
 - 65% of category B warrants were executed within 21 days at the end of January 2008 in contrast to a target of 70%.
 - 57% of category C warrants were executed within 28 days at the end of January 2008 in contrast to a target of 70%.
- 8.4 At present, the vast majority of Local Criminal Justice Boards (LCJBs) are on course to meet the warrant reduction targets. These targets have primarily been achieved through the provision of secure electronic links between the Police and HMCS and the successful conclusion of the Operation Turn-up and Getting Defendants to Court programmes.
- 8.5 However, even though the timeliness of warrant execution has improved in recent years, the national timeliness targets have yet to be consistently achieved. The provision of a strategy to improve compliance in conjunction with clarity over warrant handling will allow LCJBs to continue to improve and meet the targets.

¹³ The categorisation of warrants can be found in the attached matrix produced by the Association of Chief Police Officers.
http://frontline.cjsonline.gov.uk/includes/downloads/guidance/general/Warrant_Priority_Matrix_Aug_06_0.doc

The Warrant Handling Strategy

8.6 HMCS, with the support of the Association of Chief Police Officers (ACPO), established a pathfinder programme in Greater Manchester and the North West area aimed at improving the way in which Criminal Justice enforcement professional work together to improve compliance with court orders and performance in relation to fail to attend (FTA), community penalty breach and financial warrants.

8.7 Features of this programme are improved inter-agency communication, intelligence sharing, centralised information, standardised procedures, reduced duplication of work, joint targets, joint police/HMCS operations.

8.8 The benefits of a partnership approach like the one adopted in Greater Manchester are recognised in the 'Criminal Justice, Joint Enforcement Thematic Inspection of the Enforcement of Court Orders', April 2008.

8.9 The principles and processes underpinning this approach can be summarised as:

- To strengthen joint working between agencies – joined up governance at strategic and local level – joint enforcement targets – operational co-operation.
- To remove bureaucracy – minimise duplication and increase efficiency by maximising/sharing existing local databases to achieve a single or shared warrants view – electronic transfer of warrants – protocols on recording and PNC compliance, warrant withdrawal etc.
- To increase sharing of information and intelligence – sharing intelligence to minimise risk to the executer and maximise enforcement opportunity – offender centric approach e.g. agency holding the priority warrant executes multiple warrants or low grade warrants are held in abeyance until arreset.
- To adopt a more targeted warrant allocation – using resources more effectively and adopting a NIM approach by tasking executing agencies according to priority – taking a risk assesment approach to warrant allocation.

8.10 Due to differences between areas across the country it may not be possible for all to adopt all four principles of the warrant handling strategy as in Greater Manchester. Areas should consider how these principles may be applied to their local circumstances and in particular they should seek to strengthen joint working, reduce bureaucracy and increase the sharing of information and intelligence.

8.11 HMCS areas should ensure that, where they exist, civilian enforcement officers are utilised in the most efficient and effective manner and in accordance with the findings of the *Supporting Our 'Doorstep' Teams* report. This means that, providing the initial risk assessment allows them to do so, HMCS civilian enforcement officers should continue to execute arrest and community penalty breach warrants.

Compliance and Enforcement

8.12 The Office for Criminal Justice Reform (OCJR) has developed a comprehensive programme of initiatives to improve compliance with the orders of the court and to reduce the number of outstanding failure to appear warrants. This programme includes:

- Pre-Charge Bail – The improvement of police management of pre-charge bail through the provision of National Police Improvement Authority guidance;
- Bail Tagging – The promotion of compliance for those who would otherwise be remanded in custody through raising awareness of the effectiveness of electronic monitoring;
- Bail Accommodation Project – the promotion of compliance for those that would otherwise be remanded in custody through the increased supply of accommodation for bailed defendants;
- The clarification of roles and responsibilities for inter-agency management of bail through the provision of an inter-agency protocol template;
- The introduction of a new system to manage out of area warrants;
- Allowing Local Criminal Justice Boards to access intelligence gathering tools to improve the resolution of hard to execute warrants.

8.13 The provisions of the *Criminal Justice: Simple, Speedy, Summary* Report should result in fewer hearings, which, in turn, will reduce the opportunities for non-compliance.

8.14 In relation to the execution of FTA warrants, the administrative process should closely follow the process for dealing with offenders who fail to attend community penalty breach hearings. The following approach should be adopted:

- If the offender fails to attend a court hearing, the local justice area should send every warrant to the relevant authority, e.g. the Police, within the working day.
- On receipt of each warrant the administration team should issue a further text/telephone reminder to the offender setting out the need for immediate contact and the consequences of failure to do so.
- The administration team should be responsible for logging the warrant and carrying out all intelligence checks (e.g. on DWP, PNC, Equifax).
- The central administration team should also be responsible for subsequent progress chasing, reporting and refreshing long running live warrants.

9 Confiscation Orders

Performance

9.1 The governance structure for confiscation orders is multi-agency and complex. For example, The Attorney General's Office chairs the Confiscation Performance and Delivery Board (CPDB), a partnership between a number of criminal justice agencies including HMCS, Home Office, Police (ACPO), the Serious Organised Crime Agency, HM Revenue and Customs, the Revenue and Customs Prosecutions Office, the Crown Prosecution Service and Serious Fraud Office. HMCS's role is to manage and enforce high volume confiscation orders.

9.2 Since the publication of the 2007 Asset Recovery Plan¹⁴ HMCS has made a great deal of progress. For example:

- The rationalisation of 63 confiscation units/sites into nine regional centres of excellence;
- The completion of a major data cleansing exercise to provide accurate caseload, arrears and baseline figures;
- Ongoing targeted support work in the largest and most significant areas to correct systemic performance and resourcing issues;
- The development and completion of a national dedicated confiscation case and management information tool - the Confiscation Order Tracking System.

9.3 These changes have resulted in year on year increases in the amount collected. For example, in 2006/7 HMCS recovered £33.5 million from the criminal economy. In 2007/08, HMCS collected £42m, which represents 41% of the total amount recovered. The Local Criminal Justice Boards target is to collect a total of £102.5m¹⁵ from confiscation enforcement this year. Projections indicate that this challenging target is likely to be met

9.4 The wider target is the asset recovery target, of which confiscation enforcement contributes around 60% of the total. The asset recovery target will increase to a very challenging £200m in 2008/09 in contrast to the £155m target in 2007/08. The target will further increase to £250m in 2009/10. For confiscation, these targets equate to:

- 2007/8 - £102.5m (including £7.5m compensation)
- 2008/9 - £132m (including £12m compensation)
- 2009/10 - £165m (including £15m compensation)

¹⁴ <http://www.homeoffice.gov.uk/documents/cons-2007-asset-recovery/>

¹⁵ Comprises Confiscation Asset Recovery Target of £95m and Compensation of £7.5m

Incentives

9.5 The Asset Recovery Incentive Scheme provides for 50% of all sums recovered to be returned to the appropriate agencies, the remaining 50% is retained by the Home Office. The division of the latter 50% between departments is currently being reviewed for 2008/9 but for the past two years HMCS has received one third of the allocated share. A further one third goes to the investigator and the final third to the prosecutor. In 2006/7 HMCS received just under £13m, and expects to receive in excess of £17m this year. As with fines, the objective for HMCS is to maximise the revenue received through this scheme and to minimise costs against a backdrop of further efficiency targets impacting in 2009 to 2011.

9.6 The objective for confiscation is clearly defined in the Public Service Agreement target to recover £250 million of criminal assets by 2009/10. To achieve these targets a number of initiatives are in place to build on the progress that has already been made. These initiatives include:

- The potential co-location of the HMCS regional centres with the Regional Asset Recovery Teams which primarily comprise the Police with a CPS presence;
- Improved working with LCJBs and other key agencies to increase understanding and commitment to the confiscation targets;
- A Confiscation Performance and Delivery Board (CPDB) study in conjunction with the Serious Organised Crime Agency to look at how much of the outstanding money can realistically be enforced and collected;
- The registration of all new confiscation orders on the Register of Judgments, Orders and Fines with Registry Trust Limited.

9.7 HMCS is also, at present, jointly devising a strategy under the governance of the Confiscation Performance and Delivery Board to ensure that confiscation orders are used more widely for criminal offences such as lower level acquisitive crimes.

Compliance and Enforcement of Confiscation Orders

9.8 As stated above, since the publication of the *Home Office Asset Recovery Plan* a great deal of progress has been made in achieving existing targets. Confiscation now needs to move beyond its initial 'establishment' phase, mainstream existing practice and, in order to meet future targets, take a number of innovative steps to improve its ability to identify, make, collect and predict confiscation orders.

9.9 To date the emphasis on the enforcement of confiscation orders has been on improving partnership working. HMCS now needs to work with its partner agencies to develop a strategic and tactical approach to compliance. As with fines, the focus must be on ensuring compliance and collecting the money due before the time to pay has expired. This will provide benefits in terms of more efficient use of resources and in confiscating assets before they devalue.

9.10 CPDB is preparing its usual annual cross-CJS Delivery Plan to improve the enforcement of confiscation orders in 2008/09. In the interim, HMCS should adopt the following approach to improve the enforcement of confiscation orders:

- HMCS case-workers in regional confiscation units should be fully trained in telechasing techniques to ensure that offenders comply with payment terms.
- Confiscation unit teams should send texts or telephone offenders before every instalment payment is due. The HMCS Enforcement Team should further explore automating this reminder process.
- The current process for obtaining signed consent be revisited by the HMCS Enforcement Team to improve defendant compliance and expedite access to financial accounts.
- Pre-time to pay correspondence with defendants should be reviewed to identify further opportunities, indicate the importance of compliance with the payment terms and be more forceful in coercing defendants to expedite the sale of their assets to satisfy the order.
- HMCS Enforcement Team will continue to explore the usage of additional tracing methods such as the Audit Commission National Fraud Initiative and the Serious Organised Crime Agency databases to continue to pursue offenders.
- Closer working with private sector financial institutions and the Financial Services Authority to expedite the compliance and enforcement process. Particular attention should be given to the establishment of an SLA for confiscating monies held in pension funds.
- HMCS Enforcement Team should embark on a programme of work with its CJS partners in order to improve the quality of information, the ability to forecast, and to establish the 'optimum payment rate' for confiscation orders. This would allow confiscation centres and agencies to better manage the flows of orders throughout the year and to meet annual targets.
- This further work could lead to an assessment and subsequent establishment of the optimum payment parameters. This could then be shared with the judiciary to ensure that payment terms set by the judiciary are supported by the best available information and a clearer understanding of the consequences for effective enforcement with the order.

10 Implementaion Framework

- 10.1 Given the need to undertake the changes set out in the blueprint without additional significant resources or staff, it should be acknowledged that the delivery of the proposals will be an iterative process which, in some cases, will take the full three year lifetime of the blueprint to be realised.
- 10.2 Given this, the proposals of the blueprint should be realised through an incremental approach to delivery similar to the approach set out in the *Criminal Justice: Simple, Speedy, Summary* Report. This will allow regions sufficient time and flexibility to take account for local characteristics whilst delivering what is a national strategy for compliance and enforcement.
- 10.3 This approach will primarily be realised through the gradual reconfiguration on a piecemeal basis of existing administrative, fines officer and civilian enforcement teams towards a compliance based approach. The HMCS Enforcement Team who will provide advice and guidance to the regions throughout the process will monitor and support this reconfiguration.
- 10.4 Even though HMCS regions will have sufficient flexibility over implementation, there will be a clear and unequivocal expectation that the following outcomes should be achieved by the following date:

By July 2008

- The assignment of regional blueprint project managers.
- Work towards the production of an implementation plan in each region which would be signed off by the regional management board and the Enforcement Blueprint Working Group. This plan should include details of how areas are using existing Courts Act sanctions.
- The establishment of 'pilot areas' in regions to allow for the incremental reconfiguration of administrative procedures to support compliance.
- The provision of regular updates to HMCS Enforcement Team who will also provide guidance to regions and where appropriate set targets.
- The reconfiguration of the HMCS Enforcement Team to support the compliance approach.

By March 2009

- The further implementation of compliance principles across regions through the incremental reconfiguration of processes in additional courts/ areas.
- The provision of access to additional DWP IT, the full roll out of LIBRA and the Modernising Money Handling programme across HMCS. All of which will allow for greater administrative flexibility in existing administrative units.
- The revision, agreement and implementation of new performance measures focused on compliance rather than enforcement. These performance indicators should then

be incorporated into area action plans and targets to improve levels of compliance should be agreed.

- The conclusion of the Slice of Debt evaluation and, if necessary, further implementation.
- Increased engagement with prosecuting agencies resulting in a relaunch of prosecutors protocol and the provision of additional guidance on payment on the day and payment plans.
- The publication and implementation of detailed compliance plans for community penalty breaches, confiscation and fail to attend warrants developed by the relevant lead agency in conjunction with HMCS.
- Consideration and revision of the confiscation order consent form and existing court literature to reflect need for payment on the day and the consequences of non-compliance.

By December 2009

- The full implementation of the conclusions of the 2008 *Supporting Our 'Doorstep' Teams* Report.
- Full implementation of compliance procedures and reconfiguration of existing processes across HMCS.
- The completion of blueprint 'healthchecks' in each of the regions during and after full roll out by HMCS Enforcement Team.
- The introduction of new contracts overseen by dedicated regional contract managers reflecting the revised focus on compliance rather than enforcement.
- The further development of policy to improve the quality of offender data.
- Provision of further strategy on texting and hard to trace accounts.

By December 2010

- Where appropriate, the establishment of enforcement business centres in regions.
- The consideration and establishment of additional LEAN focused performance indicators such as a recovery cost ratio where appropriate.
- If appropriate, the enactment and implementation of compliance related legislation.

By December 2011

- The production of a new compliance and enforcement strategy for implementation during the 2011 – 2015 spending review period.

**List of warrants included in the Magistrates' Courts Warrants
(Specifications of Provisions) Order 2000¹**

Statute	Warrant
Section 16(2) of the Children and Young Persons Act 1969 ²	Warrant of arrest following breach of a Supervision Order
Section 76 of the Magistrates' Courts Act 1980	Warrants of distress and warrants of commitment for default in paying a sum adjudged to be paid by a conviction or order of a magistrates' court
Section 83(1) and (2) of the Magistrates' Courts Act 1980	Warrants of arrest for the purpose of bringing defaulters before the court.
Section 86(4) of the Magistrates' Courts Act 1980	Warrants of arrest for the purpose of bringing defaulters before the court for appearance at a means inquiry.
Section 93(5) of the Magistrates' Courts Act 1980	Warrants of arrest for non-payment of magistrates' courts' maintenance order.
Section 136 of the Magistrates' Courts Act 1980	Warrants for overnight detention in a police station.
Section 40 of the Child Support Act 1991	Warrant of commitment issued for non-payment of child support maintenance.
Section 77(1)(b) of the Crime and Disorder Act 1998 ³ / Section 104(1) of the Powers of Criminal Courts (Sentencing) Act 2000	Warrant of arrest following breach of supervision requirements of a Training and Detention Order
Section 123(1) of the Powers of Criminal Courts (Sentencing) Act 2000	Warrant of arrest following breach of a Suspended Sentence Supervision Order
Paragraph 3(1)(b) of Schedule 3 of the Powers of Criminal Courts (Sentencing) Act 2000	Warrant of arrest following breach of one of the following: <ul style="list-style-type: none"> • Curfew Order • Probation Order • Community Service Order • Combination Order • Drug Treatment and Testing Order
Schedule 8 of the Criminal Justice Act (CJA) 2003 paragraph 7 (2)(b)	Warrants issued by the magistrates court for breaches of community orders made in the magistrates court and the Crown Court (where the direction from the Judge has been to release the breach to the magistrates court) and paragraph (3)(a) and (b) ((as amended by Schedule 5 of the DVCV Act 2004) directs which court the offender should be brought before))

¹ As amended by the Magistrates' Courts Warrants(Specifications of Provisions) Order 2001, the Magistrates' Courts Warrants(Specifications of Provisions) Order 2004, and the Magistrates' Courts Warrants(Specifications of Provisions) Order 2007

² Section 16(2) of the Children and Young Persons Act 1969 has been repealed and replaced. Under the Interpretation Act 1978 this should be construed as reference to the replacing provision, Schedule 7 paragraph 7(2) of the Powers of Criminal Courts (Sentencing) Act 2000.

³ Now replaced by section 104(1) of the Powers of Criminal Courts (Sentencing) Act 2000: see note a above.

Statute	Warrant
Schedule 8 of the CJA 2003 paragraph 8 (2)(b)-	Warrants issued in the Crown Court for the breach of a community order with the direction that they are brought before the Crown Court
Schedule 12 of the CJA 2003 paragraph 6 (2)(b)	Warrants issued by the magistrates court for breaches of suspended sentence orders made in the magistrates court and the Crown Court (where the direction from the Judge has been to release the breach to the magistrates court) and paragraph (3)(a) and (b) ((as amended by Schedule 5 of the DVCV Act 2004) directs which court the offender should be brought before))
Schedule 12 of the CJA 2003 paragraph 7 (2)(b)	Warrants issued in the Crown Court for the breach of a suspended sentence order with the direction that they are brought before the Crown Court
Paragraph 1(1) of Schedule 5 of the Powers of Criminal Courts (Sentencing) Act 2000	Warrant of arrest following breach of an Attendance Centre Order
Paragraph 6(2) of schedule 8 of the Powers of Criminal Courts (Sentencing) Act 2000 (but only where an application is made under paragraph 2(1) of that schedule)	Warrant of arrest following breach of one of the following: <ul style="list-style-type: none"> • Action Plan Order • Reparation Order
Regulations 41(1) of the Community Charges (Administration and Enforcement) Regulations 1989	Warrant of commitment for non-payment of Community Charge
Regulation 42(5)(b) of the Community Charges (Administration and Enforcement) Regulations 1989	Warrant of arrest for non-payment of Community Charge.
Regulations 16(3)(a) of the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989	Warrant of commitment for non-payment of non-domestic rates.
Regulation 17(5)(b) of the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989	Warrant of arrest for non-payment of non-domestic rates.
Regulations 47(3)(a) of the Council Tax (Administration and Enforcement) Regulations 1992	Warrant of commitment for non-payment of council tax.
Regulation 48(5)(b) of the Council Tax (Administration and Enforcement) Regulations 1992	Warrant of arrest for non-payment of council tax.
Section 1 of the Magistrates Courts Act 1980	Warrant of arrest following being laid that person has, or is suspected of having, committed an offence,

Statute	Warrant
Section 13 of the Magistrates Courts Act 1980	Warrant of arrest for non-appearance of accused:
Section 97 and 97(A) of the magistrates court act 1980	Warrant of arrest for witness on non attendance following issue of summons
Paragraph 7 of schedule 8 Criminal justice act 2003	Warrant of arrest for failure to comply with any of the requirements of a community order or where a summons issued requires the offender to appear before a magistrates' court and the offender does not appear
Paragraph 7(2) of schedule 7 to the powers of criminal courts (sentencing) act 2000	Warrant for securing attendance of offender to court
Section 7(1) of the Bail Act 1976 [4]	Warrant for arrest for absconding or breaking conditions of bail



**From the Chief Information
Officer**

**Policy Statement on Data Security and Use of IT Equipment By Contractors/Consultants
and Agency Staff Employed By The Ministry of Justice**

Contractors, consultants and agency staff providing services to MoJ may use their own computing facilities to deliver those services with the following conditions:

1. These computing facilities must be their 'tools of trade', i.e. separate from personal computing facilities used by themselves or their families etc. for leisure or other personal uses; and must employ best practice security controls such as up to date anti-virus control, personal firewall, access control, disk encryption and up to date software patches.
2. Use of these computing facilities should be limited to activities involving MoJ data such as producing reports, reviewing documents, sending and receiving emails, and should not involve storing and processing large volumes of MoJ data, for example database extracts.
3. The disk encryption employed must conform to the FIPS140-2 standard or CAPS (CESG Assisted Product Scheme).
4. If the data warrants a RESTRICTED marking the disk encryption employed must conform to CAPS except in exceptional circumstances e.g. short timescales, lack of alternative product etc., where a FIPS140-2 certified product may be employed as a short term, interim measure. In this instance, senior management approval must be obtained and documented in an email to the Information Assurance email account. If long term access to RESTRICTED data is required MoJ computing facilities must be provided.
5. Where the computer connects to a remote network e.g. the contractor's company network, then an encrypted link must be used.
6. No emails containing protectively marked or personal data should be sent un-encrypted over the Internet. Personal and protectively marked emails, up to RESTRICTED, may be exchanged via the Criminal Justice Secure Mail System (CJSM). The CJSM is accredited to handle RESTRICTED - Criminal data, so consideration should be given to the suitability of CJSM where the data relates to other types of RESTRICTED information e.g. Policy. Guidance on determining what is personal data is available from the Information Commissioner's Office (ICO) website at www.ico.gov.uk.
7. Any removable media used to transport data outside of secure buildings must be encrypted with a product certified to FIPS 140-2. Once no longer required these devices should be securely disposed of. CD/DVDs and floppy disks should be cut into 4 pieces and disposed of as normal waste.

COMMERCIAL IN CONFIDENCE

8. Computer hard disk drives should be securely erased before disposal or recycling if it has held any personal or protectively marked data. Information Assurance Branch should be consulted on the procedure to be followed.
9. In compliance with the Data Protection Act, any personal data must be deleted when no longer required, thus must not be retained beyond the duration of engagement with the MoJ.
10. Where there is a need to provide access to large volumes of personal or protectively marked data only MoJ computing facilities must be used. Removable media provided by MoJ must be returned to the MoJ after use.
11. Paper records containing personal data should be stored, transported and disposed of securely. Sensitive waste paper should be collected separately from normal waste, and stored securely pending destruction by shredding or burning. As with electronic records, particular care should be taken when moving bulk paper records.

Assurance and Risk Protocol

- 1.0 The Assurance and Risk protocol requires the Contractor to evidence that they have systems in place to identify and manage the risks associated with delivering the contract and that services are being delivered as specified. There are two elements to the protocol. The Risk Framework and the Assurance Framework. These frameworks are recorded at Part A and Part B respectively. The assurance and risk cycle is recorded diagrammatically at paragraph 5.
- 1.1 The Risk Framework records how the contractor is monitoring, managing, and mitigating the risks associated with the contract at regular intervals.
- 1.2 The Risk Framework consists of:
- Risk Register
 - Quarterly Statement of Risk on Internal Control (SRIC)
 - Annual Statement on Internal Control (SIC)
- 1.3 The Assurance framework records the contract governance and assurance requirements together with the RCM, ACM and HMCS Corporate roles and responsibilities, which together provide assurance that the contracts are being operated as specified in the service specification.
- 1.4 The Assurance Framework consists of:
- Client Meetings (monthly and quarterly)
 - The Balanced Scorecard
 - Contractor Risk Register
 - Contractor Quarterly Statement of Risk and Internal Control
 - Contractor Annual Statement of Internal Control
 - Six monthly and Annual Assurance reporting
 - Annual contract monitoring and management audit and follow up audit reports

This is shown in the process map recorded overleaf.

- 1.5 The Assurance and Risk framework key meeting calendar dates are:
- Monthly within 1 week of the issuing of the Contractor Balanced Scorecard
 - Quarterly at July, October, January and April
 - Six monthly in October
 - Annually in March at end of contract year

Part A: The Risk Management Framework

The Contractor shall report on the how they are managing risk within the contract. There are three elements to this requirement. These are:

- A. Risk Register
- B. Quarterly Statement of Risk on Internal Control (SRIC)
- C. Annual Statement on Internal Control (SIC)

1.1 The Contractor shall maintain a Contract Risk Register and provide each of the reports listed at 1B and 1C above. The reports will contain identified risks along with a description of risk mitigation plans and agreed actions.

General approach to Contract Risk Management

2.1 A key element to effective risk management is the timely communication and escalation of risk information. The Contractor is required to record, monitor and report this information to appropriate management levels within their organisation and also to HMCS as detailed in the assurance and risk protocol.

2.2 The Contractor will identify the four or five core contract objectives from which the Department will monitor risks to the delivery of the contract, for instance:

- Delivering the Minimum Attainment Standards, Balanced Scorecard and contract requirements
- Operating the contract in accordance with the Operational, Ethics and Standards, Assurance and Risk Protocols
- Delivery of the annual service enhancements
- Operating in accordance with industry Codes of Practice

3. Setting Objectives and Identifying Risks

3.1 When setting the objectives referred to above the Contractors should test them by using the SMART technique

Specific – Stating clearly what is to be achieved i.e. deliverables/products/outcomes.

Measurable – Through indicators such as percentages, volumes, or quality measures.

Achievable – Consistent with objectives in other business areas.

Realistic – Achievable (whilst stretching) within the given timescale.

Time – Include target dates/periods

to ensure they are clear, robust and include sufficient information to support control of the risk. It is expected that the RCM should be consulted on the objectives. Once agreed the objectives should be sent to the RCM and a copy sent to the ACM and the HMCS Director of Enforcement.

3.2 The Contractor shall identify the risk(s) that may cause the objectives set, not to be achieved. A risk should be defined as an 'Uncertainty of outcome whether positive (opportunity) or negative (threat or missed opportunity)'.

3.3 The Contractor in consultation with the RCM (if applicable) should assess the risk using two factors, namely its:

Impact were it to occur; and
Likelihood of it materialising.

3.4 The Contractor will be able to assess the overall severity of each risk using these factors to enable risks to be prioritised and resources focused on the red risks.

3.5 There will be a risk scoring system used to measure and assess these risks. It shall follow the HMCS standard five point scale risk assessment. This is summarised in the table below

SCALE	IMPACT	
5	Very High	Prevents achievement of the objective or highly damaging impact (e.g. on operational effectiveness or reputation).
4	High	Significant detrimental effect on achievement of the objective in the longer term.
3	Medium	Significant short-term damage, and important to outcome of long term objective.
2	Low	Affects short term goals within the objective without affecting long term achievement.
1	Very Low	Minor and containable impact on achievement of objective.

SCALE	LIKELIHOOD	
5	> 80%	Almost Certain
4	51 – 80%	Probable
3	21 – 50%	Possible / May well happen
2	6 – 20%	Unlikely
1	< 5%	Very Unlikely

Multiplying the impact scale and likelihood scale provides an indication of the overall risk score significance on the following scale.

Scores above 15	Very High
Scores 12 – 15	High
Scores 5 – 10	Medium
Scores 1 – 4	Low

3.6 An illustration the approach is shown below.

Contractor Risk Register						
Objective no. 1		To ensure that all performance standards meet the standards set in the Balanced Scorecard.				
Obj ID	Risk ID	Risk Description	Inherent			
			I	L	Score	
1	1	<i>Risk (Event)</i> Not meeting performance standard on Distress.	5	5	25	Very High
		<i>Cause(s)</i> We do not have sufficient resources to met requirements. Poor management of resources.				
		<i>Effect (s)</i> Unable to meet requirements of client. Performance Standard not achieved. Loss of work from client. Contract termination by client				

3.7 The objective is to ensure that all standards in the Balanced Scorecard are met. One of the risks to this objective is not meeting the performance standard on Distress, this is recorded together with the likely causes of this also being recorded and the impact of this risk if it materialises.

3.8 The impact that this would have has been recorded as a 5 as it would prevent the objective being achieved therefore making the impact very high. For this example it has been taken that sufficient resources are not available to currently meet requirements in the Balanced Scorecard and therefore the likelihood of this occurring is greater than 80% therefore this is recorded as a 5. By using the risk scoring as explained earlier the impact score of 5 is multiplied by the likelihood score of 5, giving a risk score of 25. This is greater than 15 therefore the risk is classed as very high. In this scenario the Contractor would escalate the risk to the RCM and agree appropriate risk mitigation actions.

4 Recording Risk

4.1 Risks should be defined in a clear and consistent way. The risk should consist of three components: the risk, its cause(s), and the effect(s). A Contract Risk Register shall be maintained. The Risk Register template is shown at Page 15.

5 Monitoring

5.1 The Contractor shall monitor potential risks by regular, at least monthly, risk assessment reviews to ensure that appropriate action is taken in the event that there are changes in risk(s) profile. Review of the contract Risk Register should be a standing item at the Contractors Board meetings.

5.2 At each review the Contractor shall consider if risks are still relevant, correctly scored in the light of changing circumstance and record any new risks that have emerged since the Risk Register was last reviewed. If the risks have not changed the Contractor should record if risk mitigation plans require any changes to reduce the risk score to the target level.

- 5.3 Risk mitigation plans are defined as plans of action that put into place systems or processes to improve ways of working while reducing the impact and/or likelihood of risk(s).

6 Risk Escalation

- 6.1 The Contractor shall have in place a process to escalate risk should the need arise. The next level of management should be made aware any risk(s) that moves up the risk scale into a new category. The RCM and the HMCS Director of Enforcement should also be made aware at the review meetings of any risk escalation and of the plan of action to reduce the risk to the target level.

7 A. Risk Register

- 7.1 This section covers the contract Risk Register. This is part of the risk management framework; guidance for the completion of the Risk Register template is given below.
- 7.2 The Risk Register provides an aggregated view of risk management of the contract at an Area and Regional level.

8 Completion

- 8.1 The Contractor should complete a Risk Register in the form of the risk template provided to support the efficient and effective management of the Authorised Enforcement Agent Contracts.
- 8.2 The Risk Register should be used as a “live” management tool to be reviewed regularly and updated to meet the reporting needs of the contract.
- 8.3 The Risk Register should be updated at least monthly and provided quarterly to the RCM's and the HMCS Director of Enforcement unless a significant change in a risk profile occurs that requires escalation. If this does occur the Risk Register shall be sent to the RCM immediately and copied to the HMCS Director of Enforcement. The Contractor shall in consultation with the ACM and RCM put together an action plan to manage risk to an agreed level.
- 8.4 The overview is broken down into the following sections
- A) Sections of the Risk Register
 - B) Contractor Requirement
 - C) Area Contract Managers Actions
 - D) Regional Contract Managers Actions
 - E) HMCS Director of Enforcement

For more detailed guidance contact: the HMCS Enforcement Team on 0203 3346336.

- 8.5 Guidance for completing the Risk Register is detailed below starting at paragraph 9.

9 A) Sections of the Risk Register

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The Risk Register has 11 elements. These are detailed below from (9.1) to (9.11):

1 Obj ID

- 9.1 This relates to the objective no. at the top of the Risk Register. The Contractor identifies these objectives as detailed earlier.

2 Risk ID

- 9.2 This is the risk number. Each objective may have more than one risk associated with it and this enables a distinction to be made between each risk.

3 Risk Description

- 9.3 This is broken down into three elements. The first is Risk (Event) which when completed should describe what the threat is to the objective being achieved. The second is Cause(s), which when completed will outline what occurrences are likely to result in the risk materialising. The third is Effect(s) which when completed will outline potential consequences should the risk be realised.

4 Inherent

- 9.4 This is split into three sections and records what the risk score would be if no controls (A control is a policy, procedure, check or limit in respect of actions. It can be physical or IT based) were in place. It shows the Impact rating and Likelihood rating giving a risk score which will determine if the risk is of low, medium, high or very high status. Remember this is a situation where management exercise no control or have any systems in place to prevent this risk from occurring.

5 Controls: In Place/Active

- 9.5 This section records measures put into action or already in place to help reduce the risk and keep the risk from escalating and being realised.

6 Last Period

- 9.6 This section records the previous impact and likelihood scores prior to updated/current scores. This helps the Contractor to see what change has occurred in the risk status straight away.

7 Current

- 9.7 As the Risk Register is a 'live' management tool this section records the present risk score.

8

Controls: Proposed / Planned

- 9.8 This section records the planned actions agreed by Management and any plans already being actioned based on the current risk score to manage the risk.

9

Target

- 9.9 This section records the risk score that is required to satisfy the Contractor and HMCS that the risk is under control. The date expected to have this score in place is also recorded.

10

Risk Owner

- 9.10 This section records the person who is responsible for ensuring the risk is managed and controlled.

11

Any significant control weaknesses identified in SIC Yes or No

- 9.11 This section records whether any weaknesses identified in the SIC effect the current risk.

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Risk Register

[illegible]

10 B) Contractor Requirement

- 10.1 The Contractor is responsible for completion of the Risk Register. It is expected that they would discuss the Risk Register with the RCM, ACM, and the HMCS Director of Enforcement to ensure that the Risk Register is a true reflection of threats to the running of the contract and to ensure that the risks are managed and controlled. The Contractor should complete the Risk Register monthly. The Risk Register should form part of the standard agenda for the monthly meetings with the ACM. It should also be sent quarterly to the RCM for discussion in the Quarterly review meetings and a copy sent to the HMCS Director of Enforcement.

11 C) Area Contract Managers Actions

- 11.1 The ACM should keep the Contractors Risk Register under constant review and have an ongoing dialogue with the Contractor on the risks to the successful operation of the contract together with the risk mitigations proposed and actioned in the Risk Mitigation Action Plan. This will include making the Contractor aware of risks identified by the Regional, Area or even Department administrative and risk management processes. Discussion on the Risk Register and agreed actions should be a standard agenda item on the monthly client/contractor meeting. The risk mitigation plan should be reviewed with the contractor to gauge progress and agree further actions as necessary. The ACM should bring to the attention of the RCM any findings on the Risk Register, which are likely to impact on the efficient and effective working of the contract.

12 D) Regional Contract Managers Actions

- 12.1 The RCM is responsible for managing the strategic risks to the successful delivery of the contract. This role will be discharged in conjunction with the ACM. Discussion on the Risk Register and agreed actions should be a standard agenda item on the quarterly client/contractor meeting. The risk mitigation plan should be reviewed with the contractor to gauge progress and agree further actions as necessary. The RCM should verify the completeness and accuracy of the Risk Register every quarter. The information in the Risk Register should form part of the quarterly report to the HMCS Director of Enforcement and Regional Management Board.

13 E) HMCS Director of Enforcement

- 13.1 The HMCS Director of Enforcement will collate the Risk Register information from the seven regions into a HMCS wide Risk Register and provide comment, advice and direction on risk activity within the regions and internally within HMCS including to the HMCS Compliance and Enforcement Board.

14 B. Statement of Risk on Internal Control (SRIC)

- 14.1 This section introduces the Statement of Risk on Internal Control. This is an important element of the Assurance and Risk framework and is completed quarterly. The guidance below sets out the process to follow when completing the SRIC.

15 Completion

- 15.1 The Contractor should complete a SRIC to demonstrate to HMCS that they are able to manage and control contract risk adequately. The Contractor should complete the SRIC on a quarterly basis and send to the RCM. A copy should also be sent to the HMCS Director of Enforcement.
- 15.2 This overview is broken down into the following sections
- A) Sections of the Statement of Risk on Internal Control
 - B) Contractor Requirements
 - C) Area Contract Managers Actions
 - D) Regional Contract Managers Actions
 - E) HMCS Director of Enforcement
- Guidance for completing the SRIC is detailed below at paragraph 16.

16 A) Sections of the Statement of Risk on Internal Control

- 16.1 The elements of the SRIC are described below

Scope of Responsibility

- 16.2 This should identify who is responsible for the system of internal control for the work undertaken by the Contractor on behalf of HMCS.

The Purpose of the System of Internal Control

- 16.3 The Contractor should state what the purpose of the system of internal control is and why they have one in place.

Capacity to Handle Risk

- 16.4 The Contractor should describe the organisational structures, systems (Administrative and IT based), policies and process they have in place to manage contract risk.

The Risk and Control Framework

- 16.5 In this section the Contractor should describe the key elements of their risk management strategy, including the way in which risk (or change in risk) is identified, evaluated and controlled. The Contractor should also describe ways in which risk management is embedded in the activities carried out to deliver the service specification. This should form a standing item on agendas for client/contractor meetings to form a key element of managing the contract, delivery service improvements and exploiting opportunities whilst minimising risk to service delivery.

Review of Effectiveness

- 16.6 In this section the Contractor should state how they ensure that risks and mitigation actions are implemented are being managed. The Contractor should describe the process that has been applied in maintaining and reviewing the effectiveness of the system of internal control to enable the aims and objectives of the contract to be met.

Significant Control Weaknesses

- 16.7 In this section the Contractor should identify what control weaknesses currently exist and what they are doing to resolve them or manage them. Examples of this could be:
- Any common areas of non-compliance
 - Contract specific weaknesses impacting on the Contractors ability to deliver the contract aims and objectives including capacity and capability issues.
 - IT system specific weaknesses impacting on the achievement of a particular element of contracted services
 - Health and Safety weaknesses that impact on the contract
 - Finance related issues including capacity and capability issues.
- 16.8 A template of the SRIC is shown below.

To

Statement of Risk on Internal Control (SRIC) for Quarter xxxxxx**Scope of Responsibility**

I have responsibility for maintaining a sound system of internal control that supports the achievement of the service delivery obligations I have in respect of the Authorised Enforcement Agents Contract I hold for region(s).

The Purpose of the System of Internal Control

The system of internal control is designed to manage risk to a reasonable level rather than to eliminate all risk of failure to achieve policies, aims and objectives; it can therefore only provide reasonable and not absolute assurance of effectiveness. The system of internal control is based on an ongoing process designed to identify and prioritise the risks to the achievement of our business objectives and service delivery obligations to HMCS, to evaluate the likelihood of those risks being realised and the impact should they be realised, and to manage them efficiently, effectively and economically.

Capacity to Handle Risk

Describe the key ways in which:

leadership is given to the risk management process;

staff are trained or equipped to manage risk in a way appropriate to their authority and duties. Include comment on guidance provided to them and ways in which you seek to learn from good practice.

The Risk and Control Framework

Describe the key elements of risk management strategy, including the way in which risk (or change in risk) is identified, evaluated and controlled.

Describe ways in which risk management is embedded in the activity in your area of the organisation.

Review of effectiveness

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I have responsibility for reviewing the effectiveness of the system of internal control. My review is informed by the work of the managers within my business who have responsibility for the development and maintenance of the internal control framework, and comments made by external audit in their reports and management letters, as appropriate. I have been advised on the implications of the result of my review of the effectiveness of the system of internal control by the Board and a plan to address weaknesses and ensure continuous improvement in the areas identified is in place and being actively managed.

Describe the process that has been applied in maintaining and reviewing the effectiveness of the system of internal control, including some comment on the roles of people involved.

Significant Control Weaknesses

Detail identified significant control weaknesses and include an outline of the actions taken, or proposed to deal with any significant internal control issues, if applicable.

Signed:

Position:

Print Name:

Dated:

17 B) Contractors Requirements

- 17.1 The Contractor is responsible for the completion of the SRIC. The Contractor should discuss the SRIC and the significant control weaknesses together with the risk mitigation actions detailed with the ACM at the client/contractor monthly meetings. The Contractor will send the SRIC to the RCM on a quarterly basis to form part of the quarterly client/contractor meeting. The SRIC should be copied to the HMCS Director of Enforcement on a quarterly basis.

18 C) Area Contract Managers Actions

- 18.1 The ACM will discuss the SRIC during the monthly client/contractor meetings with the Contractor and report any issues to the RCM.

19 D) Regional Contract Managers Actions

- 19.1 The RCM will discuss with the contractor at the quarterly client/contractor meetings. The RCM will verify the completeness and accuracy of the report every quarter. The report should be sent to the HMCS Director of Enforcement and form part of the quarterly report on the operation of the contract by the RCM to their respective Regional Management Board.

20 E) HMCS Director of Enforcement

- 20.1 The HMCS Director of Enforcement will collate the SRIC information from the seven regions into a HMCS wide picture and provide comment, advice and direction on risk activity within the regions. This information will also be used to form the basis of further reporting to the HMCS Compliance and Enforcement Board.

21 C. Statement on Internal Control (SIC)

- 21.1 The SIC is an annual requirement placed on the Contractor to report on their management of contract risk across the year just ended and detail planned actions to reduce identified control weaknesses going forward into the year ahead. This is an important element of the Assurance and Risk framework. Guidance on completion of the SIC is detailed below.

22 Completion

- 22.1 As part of the yearly report the Contractor shall submit a SIC. The SIC produced by the Contractor should be sent to the RCM on an annual basis with a copy sent to the HMCS Director of Enforcement and should form part of their annual report covering the operations of the contract and wider organisational issues and concerns.

- 22.3 The SIC is broken down into the following sections

- A) Sections of the Statement on Internal Control
- B) Contractor Requirements
- C) Area Contract Managers Actions
- D) Regional Contract Managers Actions
- E) HMCS Director of Enforcement

Guidance for completing the SIC is detailed below at paragraph 23.

23 A) Sections of the Statement on Internal Control

- 23.1 The elements of the SIC have the same structure as the SRIC. This is described below.

Scope of Responsibility

- 23.2 This should identify who is responsible for the SIC for the work undertaken by the Contractor on behalf of HMCS.

The Purpose of the System of Internal Control

- 23.3 The Contractor should describe the organisational structures, systems (Administrative and IT based), policies and processes they have in place to manage contract risk and administer their business operations.

Capacity to Handle Risk

- 23.4 In this section the Contractor will explain what leadership has been provided over governance arrangements that are in place and provide examples of this. In addition, they will detail agreed actions to develop their risk management process.

The Risk and Control Framework

- 23.5 The Contractor in this section should confirm whether the key elements of the framework (Risk Register, Quarterly SRIC and SIC) have been followed and maintained. Comment on whether risk management is embedded in their activities to deliver the service specification providing examples.

Review of Effectiveness

- 23.6 In this section the Contractor should describe the process used to review the effectiveness of the system of internal control. They are required to comment on key contract risks. They should confirm or otherwise that their staff administering the process have complied with their policy and procedures. The Contractor should also confirm how assurance controls are operating.

Significant Control Weaknesses

- 23.7 In this section the Contractor will confirm they have reviewed their assurance mechanisms and detailed any significant internal control weaknesses identified. The Contractor must state what actions have been taken or been proposed to mitigate identified risks.
- 23.8 The SIC will be produced principally based on the submissions of the quarterly SRIC to form an annual overview of how the Contractor has managed and controlled the risks to the contract aims and objectives set out in the service specification.
- 23.9 A template of the Statement on Internal Control is recorded on the following pages.

To.....

Statement on Internal Control (SIC) for Year xxxxxx

Scope of Responsibility

I have responsibility for maintaining a sound system of internal control for that supports the achievement of the service delivery obligations I have in respect of the Authorised Enforcement Agents Contract I hold for with HMCS.

The Purpose of the System of Internal Control

The system of internal control is designed to manage risk to a reasonable level rather than to eliminate all risk of failure to achieve policies, aims and objectives; it can therefore only provide reasonable and not absolute assurance of effectiveness. The system of internal control is based on an ongoing process designed to identify and prioritise the risks to the achievement of our business objectives and service delivery obligations to HMCS, to evaluate the likelihood of those risks being realised and the impact should they be realised, and to manage them efficiently, effectively and economically.

Capacity to Handle Risk

Describe the key ways in which:

- leadership is given to the risk management process;
- staff are trained or equipped to manage risk in a way appropriate to their authority and duties. Include comment on guidance provided to them and ways in which you seek to learn from good practice.

The Risk and Control Framework

Describe the key elements of risk management strategy, including the way in which risk (or change in risk) is identified, evaluated, and controlled. Describe ways in which risk management is embedded in the activity in your area of the organisation.

Review of effectiveness

I have responsibility for reviewing the effectiveness of the system of internal control. My review is informed by the work of the managers within my business who have responsibility for the development and maintenance of the internal control framework, and comments made by external audit in their reports and management letters, as appropriate. I have been advised on the implications of the result of my review of the effectiveness of the system of internal control by the Board and a plan to address weaknesses and ensure continuous improvement in the areas identified is in place and being actively managed.

Describe the process that has been applied in maintaining and reviewing the effectiveness of the system of internal control, including some comment on the roles of people involved.

Significant Control Weaknesses

Detail identified significant control weaknesses and include an outline of the actions taken, or proposed to deal with any significant internal control issues, if applicable.

Signed:

Position:

Print Name:

Dated:

24 B) Contractor Requirements

24.1 The Contractor should identify a board level officer who will be responsible for producing the SIC. This SIC will cover:

- How the company operates to ensure that risk is managed and controlled across their contract.
- How the company deals with any issue(s) that will impact upon their ability to complete the requirements of the contract to contracted levels.
 - An example of this could be how the Contractor deals with taking on other client contracts without these adversely impacting on their capacity to deliver HMCS contracted service levels.
- The framework the Contractor has in place to manage the threat of risks materialising.
- How the Contractor ensures that the processes they have in place are reviewed periodically to ensure that they are working as designed.
- Any identified weaknesses the Contractor has in relation to the contracted services together with a risk mitigation action plan detailing how weaknesses are to be managed and risk reduced.

24.2 The Contractor should discuss the content of the SIC with the RCM. The SIC should be sent to the RCM and a copy sent to the HMCS Director of Enforcement.

25 C) Area Contract Managers Actions

25.1 The ACM should ensure they are aware of the contents of the SIC and discuss with the RCM which elements of the SIC they should take forward in their ACM role.

26 D) Regional Contract Managers Actions

26.1 The RCM will discuss the SIC with the contractor at the end of each year. The RCM will verify the completeness and accuracy of the report. The RCM will include the SIC in their annual report on the operation of the contract to their Regional Management Board.

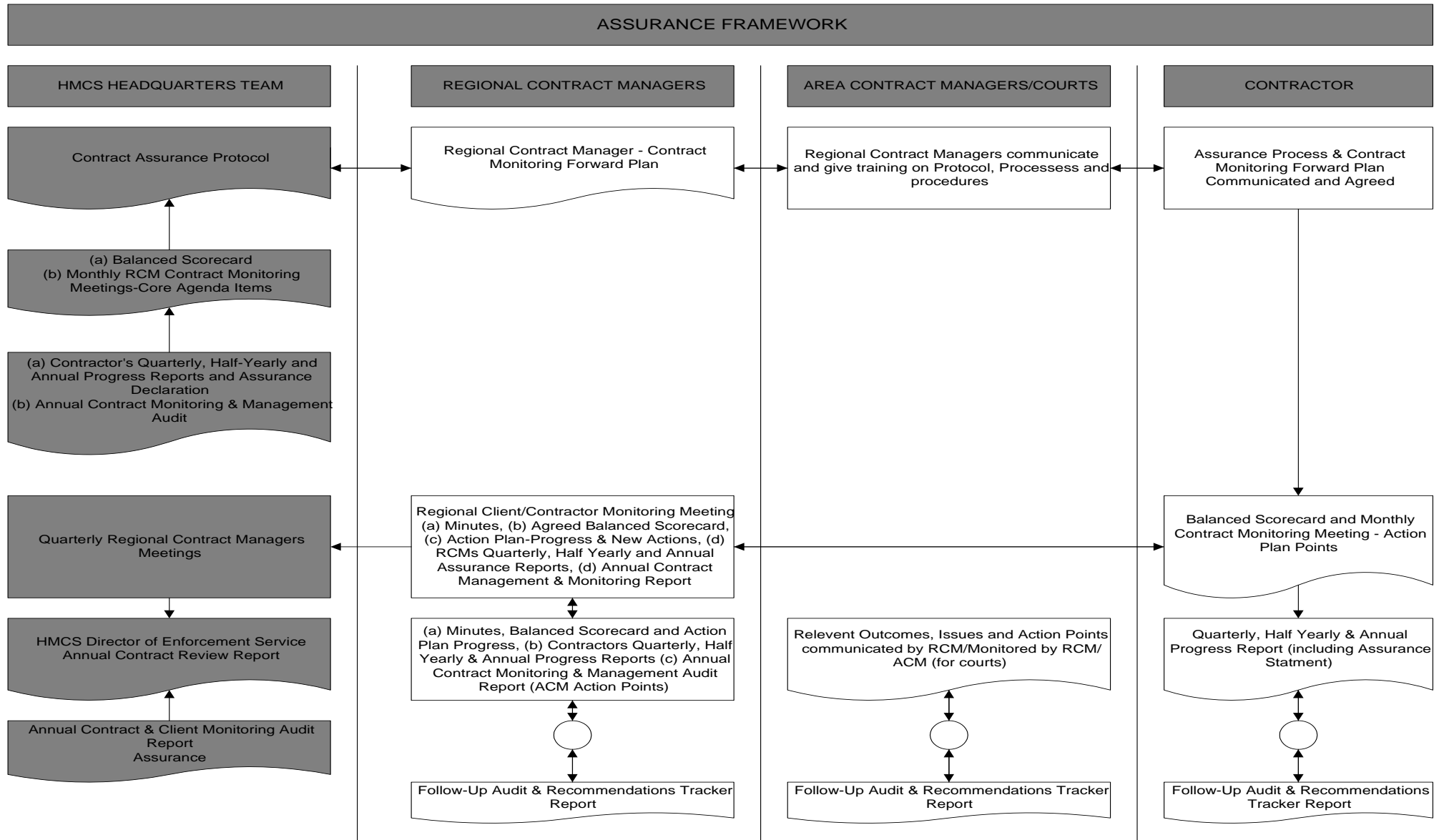
27 E) HMCS Director of Enforcement

27.1 The HMCS Director of Enforcement will collate the SIC information from the seven regions into a HMCS wide picture and provide comment, advice and direction on risk activity of the contractors within the regions. The regional SICs will also be used as the basis of the HMCS Director of Enforcement annual review report on the operation of the contracts to the Compliance and Enforcement Board.

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PART B: The Assurance Framework is recorded below



28 Assurance and Risk Reporting

- 28.1 The production of the core reports forming the Assurance and Risk Protocol is a vital part of ensuring that the contract is being delivered in accordance with the contract and that contract risk is being managed effectively, assurance and risk monitoring requirements are maintained recorded and acted upon

Contract reporting documents

- 28.2 The following are the documents that will form the core agenda items at scheduled assurance meetings

ACM/RCM/Contractor meeting agenda at monthly and quarterly periods

- 28.3 The meetings between the contractor and HMCS should cover, reporting outcomes for the Balanced Scorecard as a minimum. An agenda, referenced at paragraph 28.19 should form the basis of these meetings. Minutes of these meetings should be produced and circulated to all attendees for agreement.

Risk Register

- 28.4 The Risk Register is completed by the contractor to assist them in managing the key risks associated with the contract and to provide the Department with visibility over contract matters and actions planned to mitigate identified risks. The contractor to identify and manage contract risk should use the Risk Register. The ACM and RCMs will monitor and scrutinise its use. This forms an important element of the quarterly review meeting agenda. The requirement for completion of the Risk Register is referenced at paragraphs 7 to 9 above.

Quarterly Statement of Risk on Internal Control (SRIC)

- 28.5 The contractor will produce a (SRIC) at quarterly, intervals. The contractor will use this document and the ACM and RCMs to monitor, manage, and mitigate the risks associated with the contract at regular identified intervals throughout the contract.
- 28.6 The SRIC production, scrutiny and management of planned actions will enable clear and defined areas of risk to be reported. The SRIC will be produced on a six-month and annual cycle. Its productions will assist in setting out the Contractors objectives for managing these risks effectively. The SRIC template is referenced at paragraph 16.8 above.

Statement on Internal Control

- 28.7 As part of the yearly report the Contractor shall submit a Statement on Internal Control (SIC) in relation to the aims and objectives set out in the service specification of the contract. The SIC should identify an overview of the Contractors responsibilities, the ability to manage, handle and mitigate risk together with their need to identify and manage key weaknesses.
- 28.8 The Statement on Internal Control produced by the Contractor should be sent to the RCM on an annual basis with a copy sent to the HMCS Director of Enforcement and should form part of the annual report. The Statement on Internal Control template is referenced at paragraph 16.8.

Six month progress and annual assurance reports

- 28.9 The Contractor will provide a report covering performance, operations and protocol compliance. The reports are to be used by RCMs and the Regional Management Board, HMCS Enforcement Directorate and HMCS Compliance and Enforcement Board to ensure Contractors have operated the contract in accordance with the service specification and delivered continuous improvement and value for money. They will provide an overview of the contracts operation, risks and their management by the contractor.
- 28.10 In the case of the Regions, it will be accompanied by the RCMs summary report. The HMCS Director of Enforcement will make a consolidated report on all contracts to the Compliance and Enforcement Board
- 28.11 There are two reporting cycles six monthly and yearly. Reports will cover the operational performance of the contract for the six month period between April and October of the contract year, followed by an annual report at the end of March. The report should follow the template at paragraph 28.17.

Six Month Contract Assurance and Progress Report

- 28.12 The six month report should provide a summary of the monthly reported Balanced Scorecards for the period and include identification of key areas of risks and how they have been managed and include the following:
- Risk Register
 - Quarterly SRIC
 - Six monthly and annual contract assurance and progress reports (as appropriate)

It should also report progress on the (annual) agreed service enhancement.

Annual Contract Assurance and Progress Report

- 28.13 The annual report is a review of the operation of the contract over the year and provides an opportunity to identify what has gone well, together with what challenges have been encountered and overcome. It should also include a review of contract performance and discuss how opportunities have been exploited and weaknesses managed. A commentary on changes to the contractors business (contract wins/losses and other factors i.e. merger or acquisition) across the year and comment on general operational considerations experienced throughout the year.
- 28.14 The reports should cover the following topics.
- Performance Objectives - Describe the operational framework and any changes made to it during the year. Including structures, systems, policies, procedures and personnel.
 - Operations – Describe how the operational framework has supported the achievement of the key service level indicators (the Minimum Attainable Standards (MAS)) through:
 - the Balanced Scorecard
 - performance indicators

- the annual service improvement initiative across the contract year, along with any agreed service enhancement.
 - Identification of continuing blockages to the performance of attainment to the MAS.
 - describing what activities are agreed or proposed to address these identified blockages.
 - assessment of Assurance and Risk by providing a commentary on the operation of the assurance and risk protocol and highlight areas for improvement.
 - describing how risk has been handled throughout the year and the key risks going forward and will be managed
- Financial Framework – Describe the financial framework and any changes to it throughout the year. Report on fine recovery made and costs recovered. The Contractor should also define the number and value of returned warrants. The report should also cover the operating returns made from the contract and the overall profitability and financial viability of the company taking into account other contracts and commitments.
 - Ethics and Standards – Describe how the ethics and standards framework used by the contractor and its operation throughout the year.
 - Relationships – How the Contractor engaged with its stakeholders, MoJ/HMCS, the public and its staff.
 - Annual Service Enhancement proposal – Describe and provide a report on the current years annual service enactment with agreed actions and outcomes.

Six Month/Annual Contract Assurance and Progress Report template

- 28.15 The template should be used as a basis for completion of the six months and annual operational report(s)
- 28.16 The senior responsible person within the organisation who has the authority to provide the information should complete it, and have it ratified by the Board before it is dispatched to HMCS.
- 28.17 The template is detailed below.

Six Month/Annual Assurance/Progress Report Template

Performance and Objectives

- Description of the key objectives of the business and its management of the risks in relation to the contract
- Impact of other contracts, organisational change and improvements

Key performance results

- Description of achievements in the six month/year of operations
- Collation of information from Balanced Scorecard including Minimum Attainment Standards

Improvement initiatives

- Description of initiatives undertaken or proposed within the reporting period, including update or progress on the mandatory initiative as required within the service specification

Operations

Purpose and Structure

- Description of contractors management of the operational aspects of its business and how these are and have been applied to the contract through the structure of roles and responsibilities

Aims

- To include action plans on performance improvement and company development
- To include commentary from the contract Risk Register and Risk Mitigation Action Plans
- Detail actions planned/taken in respect of the Annual Contract and Client Audit undertaken by MoJ Internal Audit Division and follow up reports

Financial Framework

Attach Annual Statement of Accounts

- **Report of operating costs – Breakdown of the contracts operating costs**
- **Recovery amounts – Breakdown of fines recovered as a direct result of the contract work**
- **Forecasts - What are the financial (Income and Expenditure and Gross Profit) forecast for the coming year**

Ethics and Standards

Implementation of contractor and MoJ/HMCS principles

- **Description of how the contractor has embedded and managed its own and MoJs/HMCS core values across the business, including interaction with stakeholders and the public**
- **Summary narrative on engagement with the public, including complaint procedures and handling, the monitoring of agreed actions**
- **Collation of information from Balanced Scorecard Section C**

Relationships

Engagement with staff, stakeholders and public

- **Description of how the business developed its methods for managing stakeholder relationships and working with its own staff, MoJ/HMCS and the public**
- **Collation of information from Balanced Scorecard Section C**

Human Resources and Development

Improving the way we work.

- **Describe the company's recruitment and training processes, with reference staff turnover rates, retention, disciplinary considerations and planned improvements to the HR system**
- **Collation of information from Balanced Scorecard Sections B and D**

Review meetings

28.17 Contractors and HMCS contract managers should meet at regular intervals to ensure that the contract is being operated in accordance with the service specification. These meetings will aid the discussion and resolution of operational concerns. This includes agreeing Risk and other Action Plans and their on-going monitoring. The reports action plans and documents forming a key part of each meeting agenda are detailed below.

28.18 The agenda should have a structured approach to ensure that the key requirements of the contract are discussed (at the appropriate time). Minutes should be taken agreed and made available to all attendees following the meeting. Action notes should be detailed on the action points template referenced at paragraph 28.19 below.

When	Contractor Representative	HMCS Representative	Outline of discussions and reporting documents
Monthly Within 1 week following issuing of Balanced Scorecard by contractor	Contract Management Team	Area Contract Manager Regional Contract Manager (optional)	<ul style="list-style-type: none"> Balanced Scorecard (Referenced at Appendix A) Monthly Agenda (Referenced at paragraph 28.19)
Quarterly periods within contract year: July October January April	Contract Management Team	Regional Contract Manager Area Contract Manager	<ul style="list-style-type: none"> Compiled results from quarterly Balanced Scorecards Risk Register (Referenced at paragraph 9 to 11) Quarterly Statement of Risk and Internal Control (Referenced at paragraph 16.8)
Six months October	Contract Management Team	Regional Contract Manager Area Contract Manager	<ul style="list-style-type: none"> Combined six monthly results from Balanced Scorecard Six month Contract Progress Report (Referenced at paragraph 28.17)
Annual March at end of contract year	Contract Management Team	Regional Contract Manager Area Contract Manager	<ul style="list-style-type: none"> Compiled annual results from Balanced Scorecard Statement of Internal Control (Referenced at paragraph 23.9) Annual Contract Progress Report (Referenced at paragraph 28.17) Contractor Internal assurance reports and agreed recommendations MoJ Internal Audit Division report

28.19 The generic client/contractor meeting template is recorded below.

<u>AGENDA-CLIENT/CONTRACTOR MEETING</u>	
1.	Notes and action points from last meeting <ul style="list-style-type: none">• Review the previous meetings minutes and action points updating where necessary.
2.	Balance Scorecard <ul style="list-style-type: none">• Analysis of the Balanced Scorecards on an Area basis looking at the MAS and wider reporting.• Identify and question poor performance areas and discuss improvement methods.• Identify good performing HMCS Areas and consider how these successes can be replicated throughout the Region.
3.	Performance Report <ul style="list-style-type: none">• Contractor to provide updates on specific reports requested/discussed or activities and agreed initiatives from previous meetings.• Contractor updates on actions taken to rectify particular areas of poor performance from previous month(s).
4.	Complaints log <ul style="list-style-type: none">• Examination of individual complaints selected from the Balanced Scorecard to discuss issues and agree necessary actions.
5.	Quarterly SRIC (as required at quarterly meeting)
6.	Six month assurance report (as required at six month period)
7	Plans for the next period <ul style="list-style-type: none">• Agree plans and key actions for next period and any longer term initiatives
8	A.O.B <ul style="list-style-type: none">• Any other business as required

Action Point Template

HMCS Area/Region
and contractor.

Date of
meeting.

Action Points from xxxxxx meeting on xxxxxx

Action Point	By whom	By When	Completed	Further action
1				
2				
3				
4				
5				
6				
7				
8				

Attendees:

Apologies:

Date activity to be
actioned by

Record any further
action required in order
to complete the action.
Indicate person
responsible and required
date

Description of activity and
required action.

Person(s)
responsible
for action
point

Record if action complete or
update with proposed/agreed
completion date

THE CONTACT PROTOCOL

All activities on warrants should take place with the require warrant handling period for that warrant. These can be found at Appendix H. All warrants should be returned to the court once the warrant handling period has passed unless the court agrees for an extention with the Contractor.

Stage 1: Initial contact letter

- 1.1 To be sent to the Defaulter within ten days of the warrant being received by the Contractor.
- 1.2 The Contractor will issue a notice, the wording of which will be agreed before commencement of work on the Contract, which shall:
 - Require payment in full within seven days of the date of the notice
 - Include full contact details for the Contractor
 - Include a clear explanation of the Contractor's responsibilities and duties in relation to the warrant
 - Include details of all fees and charges pertaining to this stage of the execution and the fee schedule (including costs)
 - Include details of the consequences of non-payment, giving details of the next stage(s) of execution with relevant charges
 - Provide details of payment options

All postal correspondence from the Contractor to the defaulter must be sent to enable the independent verification of volumes sent by the contractor

- 1.3 Additional contact attempts with the defaulter.

During the ten day period following receipt of the warrant it is expected that the Contractor will, in addition to issuing the contact letter, undertake appropriate methods in an attempt to contact the defaulter. HMCS expectation is that the Contractor will have systems in place and provide services to encourage compliance of the warrant and collection of monies owed. This could be but not limited to, a range of other telephone and/or texting methods including call centres to enable contact and payments to be made by the defaulter. These services should be available throughout the life of the warrant handling period.

Stage 2: Initial personal visit

- 1.4 This stage shall be carried out within 90 days of the expiry of the notice period in Stage 1 above. If on the first visit contact is not made with the Defaulter, a letter shall be left in an envelope clearly addressed to the Defaulter and put through the letterbox of the address, the letter will include the time of visit. The letter shall state that a call was made and that payment shall be made to the Contractor. A note shall be made on the warrant as to the date and time the letter was left. Local enquiries to find out if the Defaulter is still living at the address or doing business at the address shall be made and endorsed on the warrant along with any identifying marks of the address such as the specific colour of the door

Stage 3: Follow-up personal visits

- 1.5 If Stage 2 is unsuccessful, the Contractor shall make at least one further personal visit or further number as they feel necessary as the circumstances of the case dictate until contact is established and warrant executed. To satisfy the court that the Defaulter is not at the address the Contractor shall obtain proof of identity of the contact made, evidence of which shall be endorsed on the warrant.

New addresses of Defaulter obtained

- 1.6 If the contractor obtains a new address for the Defaulter, the Contractor shall issue a contact letter to that address before making a personal visit to execute the warrant.

Stage 4: Procedure to be taken when contact is made with the Defaulter

- 1.7 When contact is made the Authorised Employee shall:-
- Show the Defaulter his/her identity card and statement of authorisation issued by the Department.
 - If the warrant is in his/her possession, show it to the Defaulter or if it is not state where the warrant is and what arrangements may be made to allow the Defaulter to inspect it.
 - Provide the following information in writing:-
 - i. The purpose of the visit;
 - ii. The powers vested in the Contractor;
 - iii. How the outstanding sum may be paid, including details in respect of part payment;
 - iv. Where advice about the effect of the warrant and related matters may be obtained;
 - v. The complaints procedure operated by the Contractor
- 1.8 If contact is made with the Defaulter and:-
- Payment can not be obtained and/or
 - There are insufficient/no goods upon which to levy or
 - The Defaulter is identified as being in a category specified at paragraph 6.41 or
 - The goods are identified as being in a category specified at paragraph 6.42
- 1.9 The Contractor will issue a notice to Defaulter inviting surrender at court at a time and place, which will be specified on the notice.

In respect of Distress

- 1.10 Upon contact with the Defaulter the Authorised Employee will seek, with the following priority, to:
- Obtain full payment
 - If full payment cannot be obtained to effect specific levy upon goods
 - If a specific levy is made, agree a payment plan, providing a part payment is made at the time of contact and full payment will be completed within 180 day warrant handling period.
- 1.11 If payment in full is not forthcoming after contact is established, or after non-compliance
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with a payment plan, the Contractor shall issue notice of attendance to remove goods.

- 1.12 The Contractor shall use its discretion in granting time to pay and accepting part payments, subject to payment in full being completed and funds cleared and paid to the court within the warrant handling period.
- 1.13 If payment is not made within seven days of the issue of a notice of attendance to remove goods, the Contractor shall remove the goods and present them for sale at auction to realise the sum due to the Department. The Contractor shall ensure a full audit trail is maintained.
- 1.14 Attempt further visits as agreed by the contract within the 180-day warrant-handling period.
- 1.15 If full payment is not made within the 180-day warrant-handling period, the warrant shall be returned to the court

In respect of arrest for Financial Warrants (bail and no bail)

- 1.16 Upon person contact with the Defaulter the Authorised Employee will seek, with the following priority, to:
 - Obtain full payment
 - Obtain part payment accompanied by arrest and bail/transport
 - Arrest and bail/transport (if no payment forthcoming)
- 1.17 Upon telephone contact by the Defaulter, if full payment cannot be secured arrangements for the Defaulter to voluntarily surrender to the court, at an agreed day and time, will be made by the Contractor. The Contractor shall suggest that attendance is within 5 working days of any such agreement and shall retain the warrant until the agreed date. The Contractor will liaise with the court to confirm or otherwise, the Defaulter's attendance on the agreed date. If the Defaulter fails to attend the Contractor shall arrest the Defaulter within a further 2 working days.
- 1.18 If, following telephone contact, voluntary surrender cannot be agreed the Contractor will execute the warrant by arresting and bailing, or arresting and transporting the Defaulter to the court as directed on the warrant.
- 1.19 If the Contractor considers it appropriate, it may contact the issuing court to request a change in bail status of a warrant. Such a change will be considered by the court and, if agreed by a magistrate, be communicated unambiguously to the Contractor.

Bail

- 1.20 If personal contact is made and full payment cannot be obtained, the Defaulter must be arrested and served with a bail notice to attend court at a specified place and time, or as agreed with the ACM.

No Bail

- 1.21 If personal contact is made and full payment cannot be obtained, the Defaulter must be arrested and taken directly to court unless arrest occurs after the court has closed. In this case, the Defaulter must be taken to the nearest appropriate police station to be held in custody overnight whereupon the local Prison Escort and Custody Service Contractor will transport the Defaulter to court the following working day.

In respect of Arrest for Warrant of Commitment

- 1.22 Upon personal contact with the Defaulter the Authorised Employee will seek, with the following priority, to:

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- Obtain payment in full or
 - Arrest and transport to prison or court (if no payment forthcoming)
- 1.23 Upon telephone contact with the Contractor by the Defaulter and full payment not secured, arrangements for the Defaulter to voluntarily surrender to the court, at an agreed day and time, will be made by the Contractor. The Contractor shall suggest that attendance is within 5 working days of any such agreement and shall retain the warrant until the agreed date. The Contractor will liaise with the court to confirm or otherwise the Defaulter's attendance on the agreed date. If the defaulter fails to attend the Contractor shall arrest the Defaulter within a further 2 working days.
- 1.24 If, following telephone contact, voluntary surrender cannot be agreed the Contractor will execute the warrant by arresting and transporting the Defaulter to the prison or court.
- 1.25 If personal contact is made and full payment cannot be obtained, the Defaulter must be arrested and taken directly to prison or court unless arrest occurs after the court has closed. In this case, the Defaulter must be taken to the nearest appropriate police station to be held in custody overnight, whereupon the local Prison Escort and Custody Service contractor will transport the Defaulter to court the following working day.

In respect of Arrest for Breach of Community Penalty Warrants

- 1.26 Upon personal contact with the Defaulter the authorised employee will arrest and bail or arrest and transport the Defaulter to the court as directed on the warrant.
- 1.27 The arrest must take place within the national target timescale for Community Penalty Breach Warrant execution which is that, 75% should be executed within 20 working days for adults and 75% within 10 working days for youths, from date of issue of the warrant. To assist the Contractor, the issuing court will indicate the remaining portion of the overall Department set end-to-end target timescale (60% of cases to be resolved within 25 working days from relevant failure to comply) on the warrant when it is issued. For fast track cases (which will be marked by the court) breach warrants should be executed within 10 working days for adults and 5 working days for youths.
- 1.28 Upon telephone contact with the Contractor by the Defaulter the Contractor will make arrangements for the Defaulter to voluntarily surrender to the court, at an agreed day and time. The Contractor shall agree a date with the Defaulter so that attendance is within the national target timescale set for Community Penalty Breach Warrant execution and shall retain the warrant until the agreed date. The Contractor will liaise with the court to confirm or otherwise, the Defaulters attendance on the agreed date. If the Defaulter fails to attend the Contractor shall arrest the Defaulter as soon as practicable and in any event within the national target timescale for Community Penalty Breach Warrant execution
- 1.29 If, following telephone contact, voluntary surrender cannot be agreed the Contractor will execute the warrant by arresting and bailing, or arresting and transporting the Defaulter to the court as directed on the warrant, within the national target timescales for Community Penalty Breach Warrant execution.
- 1.30 If the Contractor considers it appropriate, it may contact the issuing court to request a change in bail status of a warrant. Such a change will be considered by the court and, if agreed by the judiciary, the change will be communicated unambiguously to the Contractor.

Bail

- 1.31 If personal contact is made the Defaulter must be arrested and served with a bail notice to attend court at a specified place and time, or as agreed with the Area Contract

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Manager. The defendant will generally be bailed to appear before the next available appropriate breach court date.

No Bail

- 1.32 If personal contact is made the Defaulter must be arrested and taken directly to court unless arrest occurs after the court has closed. In this case, the Defaulter must be taken to the nearest appropriate police station to be held in custody overnight whereupon the local Prison Escort and Custody Service Contractor will transport the Defaulter to court the following working day.
- 1.33 The Contractor shall risk assess on receipt of the warrant and as circumstances occur and undertake the action necessary to effect the execution of the warrant prior to activating formal arrest and transporting the Defaulter to the court. The Contractor can refer the arrest warrant back to the court in any circumstance considered high risk, forwarding the risk assessment to the court for consideration: Consideration will be given to assistance being requested from the police to execute the warrant
- 1.34 The Contractor will comply with local policy with regards to the requesting of access of data from data sharing tools e.g. PNC.

In Respect of Clamping Orders

Places where vehicles can be clamped

- 1.35 Vehicles may be clamped at any place (including on any highway or road) to which the public has access and on any private land to which access may be had without opening or removing any door, gate or other permanent barrier. Authorised persons and other employees of the Contractor may enter such private land with their equipment and with or without a vehicle or vehicles for the purpose of clamping a vehicle on the land, releasing it from clamping or removing it to secure storage.
- 1.36 The Contractor shall attempt to execute the clamping order within the timeframe as set out in paragraph 6.16.
- 1.37 If the Contractor is unable to clamp the vehicle he may retain the clamping order for a further period, not exceeding the maximum allowed in paragraph 6.16, to try again. If the clamping order cannot be executed the order shall be returned to the court stating the reasons for its return.

Payment of the fine and charges and release of vehicle

- 1.38 A vehicle must be released from clamping or, as the case may be, storage, if payment has been made in full, within;
- 4 hours of the time of payment if payment is made at or to the Contractor's office or the court; or
 - 2 hours of the time of payment if payment is made to an authorised person.
- 1.39 Payment of, or towards the payment of, the fine and charge(s) due must be accepted by cash, by cheque up to the amount specified on the payer's debit card or by credit card up to the credit limit for which the card is valid.
- 1.40 If a payment is less than the amount of the fine and charge(s) due, it will first be applied to meet the charge or charges and any balance remaining will then be applied towards payment of the fine.

Removal to storage

- 1.41 The Contractor shall leave the vehicle where it has been clamped for up to a maximum of

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24 hours to allow for payment. If the payment has not been made, after this period has expired, the Contractor shall arrange for it to be moved to a secure location and shall notify the defaulter and Fines Officer of its' new location. If this does not result in the fine being paid, the Fines Officer will refer the matter back to the court to enable the vehicle to be sold at auction in settlement of the fine.

- 1.42 The Contractor shall ensure that premises used for the storage of vehicles are secure so as to protect the vehicles from damage or deterioration.
- 1.43 When a vehicle is removed to storage the Contractor shall send a written notice by post to the offender at his last known address or have it delivered to him by hand, with a copy to the Fines Officer, specifying;
- the Contractor's name, address and telephone number;
 - his value added tax registered number;
 - the registration mark of the clamped vehicle;
 - the date, time and place of clamping;
 - that the vehicle was clamped under the Clamping order;
 - the date of the Clamping order and the name, official address and telephone number of the Fines Officer and the court;
 - that since the fine and charges due have not been paid in full the vehicle has been removed for storage;
 - the date of removal of the vehicle and the address, telephone number for, and hours of opening of, the storage premises;
 - the daily or weekly storage charge payable;
 - that the vehicle will be released on payment of the amount of the fine and charges due in full with a statement of how the amount is made up;
 - how to pay the fine and charges due;
 - how to complain about the clamping or removal operation or both; and
 - A serial number.

Sale of clamped vehicle

- 1.44 No earlier than 10 days following a car being clamped the Fines Officer shall list an application for an 'Order for Sale of Vehicle'. The case should be heard by the Magistrates' Court approximately 21 days following the clamping of the vehicle. If the court makes an order for sale the Fines Officer shall send a copy of the Order to the Contractor who shall arrange for the vehicle or vehicles to be sold by an agent for sale or by auction.

After sale

- 1.45 When the vehicle has been sold the proceeds first go to the Contractor who shall deduct an amount equal to the charges due in respect of clamping, removal and storage and shall then transmit the remaining balance to the Fines Officer. The Fines Officer should deduct an amount equal to the total fine due, including compensation and cost. If there are any remaining proceeds from the sale, they shall be returned to the Offender.

Complaints procedure

- 1.45 All operatives should also have available a leaflet giving details of the complaints procedure and this be given to the Defaulter during attendance at the Defaulters

property.

- 1.46 A senior manager of the Contractor must be available during the hours that a vehicle may be released from clamping or storage to consider any complaint, follow the agreed procedure, and if justified, to order the release of the vehicle.

Detailed Operating Procedures.

- 1.47 Identification. Officers must always carry:
- written identification with the bearers photograph and designation and as approved by the HMCS,
 - a photographic reproduction of the certificate of authorisation of the relevant HMCS business unit for the carrying out of that business,
 - current bailiff certificate,
 - Details of the amount outstanding and all costs/charges incurred.
 - Any other licences, certificates and documents required by Government legislation in order to operate the clamping sanction.
- 1.48 Methodology. On arrival at the given address, the officer shall check the vehicle identified in the Clamping order to ensure that the exemptions set out in paragraph 6.43 not apply. They shall then
- Clamp the vehicle identified in the Clamping order
 - Knock at the defaulter's door to inform the defaulter of the action carried out and to try to obtain payment of the outstanding amounts.
- 1.49 After a clamping device is attached, the officer shall attach a notice to the windscreen or driver's side door glass warning that:
- an immobilising device is attached
 - the vehicle should not be moved until the device has been removed and;
 - Removal and/or interference with the device is a criminal offence and loss or damage to the device will be charged to the debtor/defaulters regardless of the person who attempts to/removes the device.
- 1.50 Challenge to validity of Clamping order. Where a vehicle owner disputes the application of a clamp, the operator should be prepared to explain immediately on request with documentary backup why a clamp was applied. The officer shall also;
- ask for written evidence of payment (receipt) or cancellation of Clamping order (letter)
 - check any evidence that the defaulter offers and attempt to verify that evidence
 - if satisfied that the debt is not outstanding, conclude the visit and record the details
 - if satisfied that the debt is still outstanding, confirm that the vehicle will remain clamped until either payment of the outstanding amount or removal
 - request immediate payment in full
- 1.51 Change of address. If the vehicle cannot be found and the defaulter appears to have gone away, the officer should try to ascertain:
- the defaulter's new address
 - (if rented accommodation) the name and address of the landlord and/or managing agent
 - (if sold) the name and address of the conveyancer/solicitor who acted on behalf of
-

the parties, with any references

- 1.52 Defaulter in receivership. Where the defaulter appears/is alleged to have gone into receivership, the officer must try to ascertain:
- the name and address of the receiver/administrator or supervisor of any ongoing voluntary arrangement
 - The date that the bankruptcy or liquidation petition or the voluntary arrangement was made/set up.
- 1.53 Defaulter deceased. Where the defaulter is alleged to be deceased, the officer must try to ascertain, using his judgement as to how to proceed in each case:
- the name and address of the executors or persons dealing with the affairs of the deceased
 - the date of death (sight of death certificate)

In respect of Confiscation Distress Warrants: General and Identified Assets

- 1.54 Upon contact with the Defaulter the Authorised Employee will seek, with the following priority, to:
- Obtain full payment
 - If full payment cannot be obtained to effect specific levy upon goods
 - For warrants with identified assets if full payment cannot be obtained, to levy upon the goods identified and any other goods that will secure full payment of the warrant and interest accrued.
- 1.55 The Contractor will provide the Court with information about the method of payment used to settle money owed on all Confiscation warrants.
- 1.56 If payment in full is not forthcoming after contact is established, the Contractor shall issue notice of attendance to remove goods.
- 1.57 If payment is not made within seven days of the issue of a notice of attendance to remove goods, the Contractor shall remove the goods and present them for sale at auction to realise the sum due to the Department. The Contractor shall ensure a full audit trail is maintained.
- 1.58 The Contractor shall attempt to execute the warrant within the timeframe as set out in 6.18 and within the 60-day warrant-handling period.
- 1.59 If full payment is not made within the 60-day warrant-handling period, the warrant along with an activity report shall be returned to the Regional Confiscation Unit.

In respect of Arrest for Confiscation (No bail)

- 1.60 Upon person contact with the Defaulter the Authorised Employee will seek, with the following priority, to:
- Obtain full payment
 - Obtain part payment accompanied by arrest and bail/transport
 - Arrest and bail/transport (if no payment forthcoming)
- 1.61 Upon telephone contact by the Defaulter, if full payment cannot be secured arrangements for the Defaulter to voluntarily surrender to the court, at an agreed day and
-

time, will be made by the Contractor. The Contractor shall suggest that attendance is within 5 working days of any such agreement and shall retain the warrant until the agreed date. The Contractor will liaise with the court to confirm or otherwise, the Defaulter's attendance on the agreed date. If the Defaulter fails to attend the Contractor shall arrest the Defaulter within a further 2 working days.

- 1.62 If, following telephone contact, voluntary surrender cannot be agreed the Contractor will execute the warrant by arresting and bailing, or arresting and transporting the Defaulter to the court as directed on the warrant.
- 1.63 If personal contact is made and full payment cannot be obtained, the Defaulter must be arrested and taken directly to court unless arrest occurs after the court has closed. In this case, the Defaulter must be taken to the nearest appropriate police station to be held in custody overnight whereupon the local Prison Escort and Custody Service Contractor will transport the Defaulter to court the following working day.

Stage 5: No Contact – Further enquiries made

- 1.64 In addition to Stage 3, and where initial enquiries indicate this would be useful, the Contractor shall undertake further enquiries to trace the Defaulter using any appropriate means. Subject to data protection and other relevant regulations.
- 1.65 Where contact can not be made, but the Contractor obtains any of the following information:
- A new address is obtained for the Defaulter, which is out of the region for which the Contractor has responsibility
 - The Defaulter is a serving prisoner or
 - The Defaulter is deceased or
 - The Defaulter has been declared bankrupt or in the case of a company is in liquidation or
 - The Defaulter has emigrated

The information shall be conveyed to the court, the warrant returned to the court and will form part of contract management procedures.

- 1.66 In all cases, enquiries shall be conducted within the warrant handling period see Appendix H.

Warrant Handling Period - Summary

WARRANT TYPE		WARRANT HANDLING PERIOD (DAYS)	TARGET PERIOD (DAYS)	EXTENSION PERIOD	CONTACT	NO ACTION FROM CONTACT	
Financial Distress		180 (at 90 days recall can be requested if no action taken see paragraph 6.13)	180	30 Day blocks in agreement with issuing court	Settle Debt owed to court		
Financial Arrest	Bail	90	90	30 Day blocks in agreement with issuing court	Attend court within 5 Days	Arrest within 2 days if do not comply	
	No Bail	90	90	30 Day blocks in agreement with issuing court	Arrest to court		
Community Penalty Breach	Bail	90	20 for Adult 10 for Youth	30 Day blocks in agreement with issuing court	Attend court within 5 Days or target period	Arrest within 2 days if do not comply	
	No Bail	90	20 for Adult 10 for Youth	30 Day blocks in agreement with issuing court	Arrest to court		
Clamping		60	60	30 Day blocks in agreement with issuing court	24 hour clamping period	No earlier than 10 days after clamping of vehicle 'order for sale of vehicle' can be made.	Approx. 21 after clamp vehicle case can be heard in
Confiscation Distress		60	60	30 Day blocks in agreement with issuing court	Settle Debt owed to court		
Confiscation Arrest No Bail		60	60	30 Day blocks in agreement with issuing court	Arrest to court		

**Please note that Appendix I “The Good Governance Standard for Public Services 2004”
The Langlands report is attached separate to this document.**

Roles and responsibilities

1 This section defines the roles and responsibilities of staff working as part of the contract on behalf of HMCS and on behalf of the Contractor in relation to contract assurance and management.

2 Her Majesty's Court Service

2.1 The RCM, ACM and other court-based staff involved in the contract have a duty to administer the contract in accordance with the following guidance as set out in the contract. The delivery of contracted services will complement the 'HMCS Criminal Compliance and Enforcement Services a Blueprint for 2008 2012' (Blueprint).

2.2 Regions should implement the contract taking into consideration the following blueprint criteria:

- The Blueprint sets the HMCS Enforcement Strategy for 2008 – 2012 based on a compliance agenda.
- There will be a mixed provision for warrant execution.
- The Blueprint will be managed on the basis of regionally developed enforcement plans.
- The Contractors role should be clearly identified and assigned to them in the Regional Enforcement Plan.

HMCS Court Improvement Directorate/HMCS Enforcement Team

2.3 The directorate/team will be responsible for the following:

- Responsible for governance and risk arrangements
- Oversight and scrutiny of RCM's and the operation of region contracts
- Provide support, guidance and intervention role
- Comment on and agree contract variations
- Communicate regularly with the RCM discussing performance and other service issues, meeting at least quarterly.
- Report on the delivery of contracted services and associated risks to the Compliance and Enforcement Board
- The Directorate/Team will respond to complaints in the following areas:
 - The employment of the Contractors
 - The legality of the Contract.

Regional Contract Manager (RCM)

2.4 The Regional Director will nominate a person who will act as an RCM. This person shall be responsible for the following:

- Ensuring that contract performance requirements are met by the Contractor using the Balanced Scorecard as their primary monitoring tool
- Assurance over risk management using samples from the Risk Registers to satisfy requirements are being met
- Contract Monitoring and forward planning to provide strategic overview
- Mediation of issues in relation to the Contractor and HMCS
- Communicate regularly with the ACM's discussing performance and other service issues. Meeting at least quarterly.
- Communicate regularly with the Contractor discussing performance and other contract issues. Meet at least quarterly using the Balanced Scorecard, Risk Register, Quarterly SRIC and assurance reports as the catalyst for the meeting.
- Communicate regularly with the Department discussing performance and other service issues. Meeting at least quarterly
- Report to the HMCS Director of Enforcement and Regional Management Board on contract progress on a quarterly, 6 month and yearly basis. The Report will include the following issues:
 - Performance
 - Operational issues (Contractor/HMCS)
 - Relationships
 - Development/Innovation
 - Non-compliance (Contractor/HMCS)
 - Assurance and Risk
- Raw material for the report is to be drawn from the Balanced Scorecard, Client Review Meetings, Risk Registers, the Quarterly, Six monthly and Annual SRIC and SIC and Contract Progress Reports.
- The Regional Contract Manager should ensure that all complaints issues are dealt with efficiently, accurately and consistently across the region. The RCM should ensure that the appropriate person within the region replies to complaints.
- The RCM should answer any complaint in the following areas:
 - Assurance of actions/procedures of Contractor Staff

Area Contract Manager (ACM)

2.5 The Area Director will nominate a person who will act as an ACM. This person shall be responsible for the following:

- Responsible for the day to day running of the contract within their court area.
- Implement processes and procedures to meet requirements of the contract.
- Focusing on individual warrant issues with the Contractor.
- Liaise with the Contractor in relation to issues of identified non-compliance with the contract i.e. performance, services provided.
- Communicating regularly with the Contractor to implement and improve ways of working to drive up performance and standards. Meeting at least monthly using the Balanced Scorecard and the Risk Register to monitor and drive operations.
- Report to RCM on following issues.
 - Performance
 - Operational issues (Contractor/HMCS)
 - Relationships
 - Development/Innovation
 - Non-compliance (Contractor/HMCS)
 - Assurance and Risk
- The Area Contract Manager should respond to all complaints in the first instance in relation to the operation of the contract. They should ensure that they are answered and dealt with in the line with HMCS timeframe. They should, if required, ensure that any complaint(s) should be escalated to the appropriate manager.
- All complaints and responses should be copied to the Contractor and to the Regional Contract Manager.

3 Contractor

3.1 The role of AEAs is to deliver the services specified in the contract to the levels and standards set out in the various contract protocols.

3.2 The Contractor will nominate a person who will be point of contact for the production of all Management Information. This person shall be responsible for:

- Providing the following reports to the relevant person(s) defined in the service specification of the contract:
 - Balanced Scorecard Reports
 - Risk Registers
 - Statement of Risk on Internal Control

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- Six monthly Assurance/Progress report
- Statement on Internal Control
- Annual Assurance/Progress report
- Supply other ad hoc information as requested by the Department, RCM or ACM in relation to the contract.

4 Contract Manager (CM)

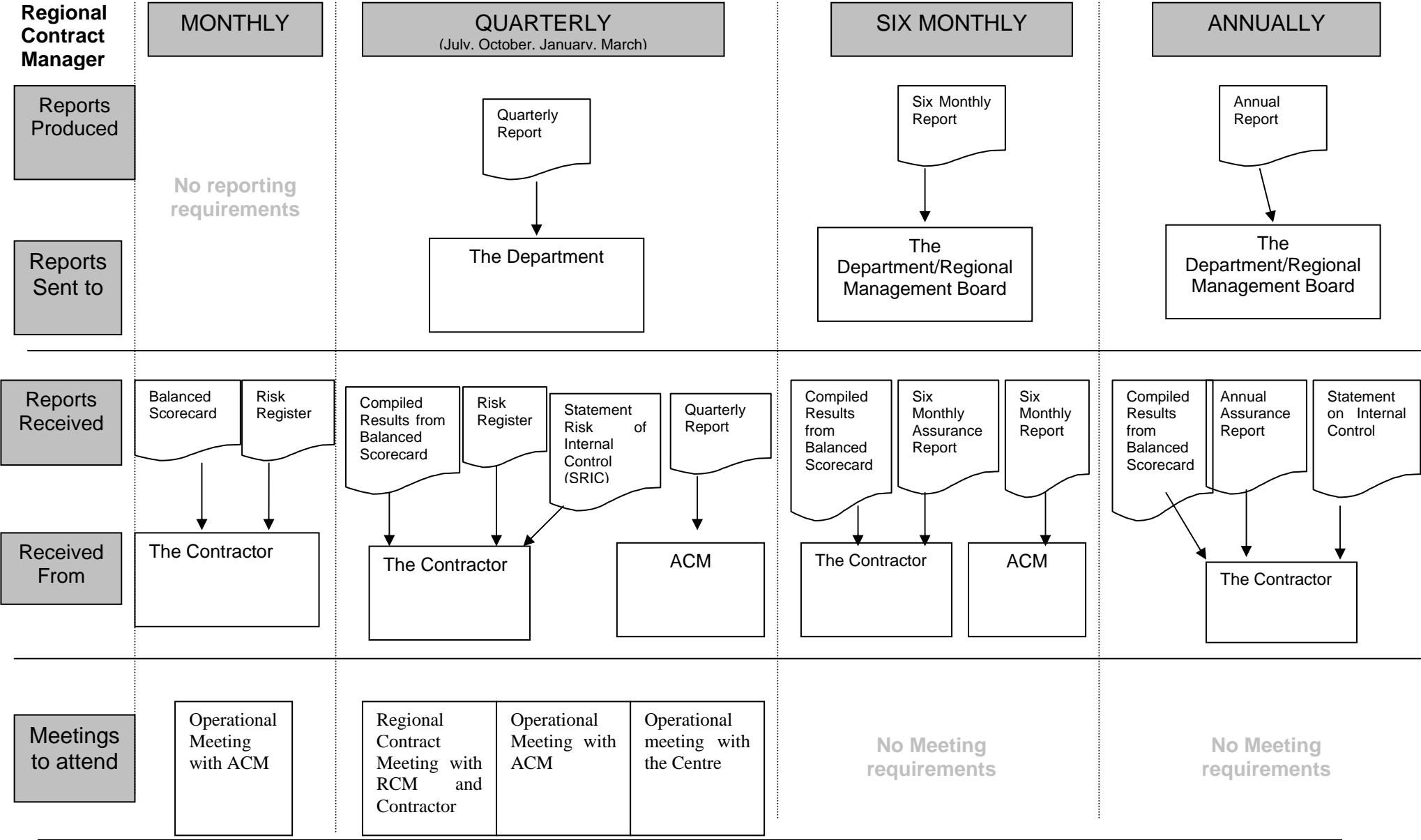
4.1 The Contractor shall nominate a CM who shall take overall responsibility for the Contract and shall not change without the Departments agreement. They will be responsible for the following:

- Ensuring the contract requirements are carried out with reasonable skill, care and diligence in accordance with the contract and to the satisfaction of HMCS
- Manage the Balanced Scorecard requirements
- Communicating regularly with the RCM, meeting at least quarterly using the Balanced Scorecard, quarterly SRIC and 6 monthly and annual assurance reports(as appropriate) as the catalyst for the meeting
- Communicating regularly with the ACM, meeting at least monthly to look at the operational issues.
- Ensure that the reports produced by the contractor (listed below) are sent to the relevant person(s) at HMCS as defined in the service specification.
 - Balanced Scorecard Reports
 - Risk Registers
 - Statement of Risk on Internal Control
 - Six monthly Assurance/Progress report
 - Statement on Internal Control
 - Annual Assurance/Progress report
- Respond to ad hoc requests from Her Majesty's Court Service in relation to the contract.
- The Contractor should respond to any complaint regarding the execution of the warrant(s). The following areas are examples of types of complaints that should be dealt with:
 - Query on Fees/Costs
 - Working of warrants i.e. steps taken to execute - letters sent, visits made...
 - Actions of Contractor staff/bailiffs
- All complaints and responses should be copied to the Area Contract Manager and form part of the Balanced Scorecard report.

5 The Assurance and Risk Framework and Client meeting and monitoring arrangements are documented overleaf.

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CONTRACTOR	MONTHLY	QUARTERLY <small>(July, October, January, March)</small>	SIX MONTHLY	ANNUALLY
Reports Produce	<div>Balanced Scorecard</div> <div>Risk Register</div>	<div>Compiled Results from Balanced Scorecard</div> <div>Risk Register</div> <div>Statement Risk of Internal Control (SRIC)</div>	<div>Compiled Results from Balanced Scorecard</div> <div>Assurance/Progress Report</div>	<div>Compiled Results from Balanced Scorecard</div> <div>Annual Assurance/Progress Report</div> <div>Statement on Internal Control (SIC)</div>
Reports Sent to	ACM/RCM	ACM/RCM RCM The Department	RCM The Department	RCM The Department
Reports Receive	No reporting requirements	No reporting requirements	No reporting requirements	No reporting requirements
Received From				
Meetings to attend	Operational Meeting with ACM	Regional Contract Meeting with ACM and RCM	No Meeting requirements	No Meeting requirements

Area Contract Manager	MONTHLY	QUARTERLY (July, October, January, March)	SIX MONTHLY	ANNUALLY
Reports Produced	No reporting requirements	Quarterly Report ↓ RCM	Six Monthly Report ↓ RCM	Annual Report ↓ RCM
Reports Sent to				
Reports Received	Balanced Scorecard ↓ The Contractor Risk Register ↓ The Contractor	Compiled Results from Balanced Scorecard ↓ The Contractor Risk Register ↓ The Contractor	No reporting requirements	No reporting requirements
Received From				
Meetings to attend	Operational Meeting with Contractor	Regional Contract Meeting with RCM and Contractor Operational Meeting with RCM	No Meeting requirements	No Meeting requirements



HMCS
Enforcement

MONTHLY

QUARTERLY
(July, October, January, March)

SIX MONTHLY

ANNUALLY

Reports
Produced

No reporting
requirements

No reporting
requirements

Six Monthly
Report

Annual
Report

Reports
Sent to

The Compliance and
Enforcement board

The Compliance and
Enforcement board

Reports
Received

No reporting
requirements

Compiled
Results from
Balanced
Scorecard

Risk
Register

Statement
Risk of
Internal
Control
(SRIC)

Quarterly
Report

Compiled
Results
from
Balanced
Scorecard

Six Monthly
Assurance
Report

Six Monthly
Report

Compiled
Results
from
Balanced
Scorecard

Annual
Assurance
Report

Statement
on Internal
Control
(SIC)

Received
From

The Contractor

RCM

The Contractor

RCM

The Contractor

Meetings
to attend

No Meeting
requirements

Operational Meeting with the RCM

No Meeting
requirements

No Meeting
requirements

Ministry of Justice Equality and Diversity Statement

- 1 We serve a diverse society. That is a society made up of men and women; of people of different races, cultures and religions; of people with and without disabilities; of young people and older people; of straight and gay people; of people with and without caring responsibilities; and of people with many other differences. We recognise, respect and value that diversity and will strive in all we do to serve the interests of people from all sections of society. We will also strive to become an organisation that reflects more fully the diversity of the society we serve and truly values the contributions which employees from all sections of society make to our work.

In particular we will:

- in the development of our policies, take account of the interests of all sections of society
- ensure that wherever possible the services we provide meet the needs and expectations of all our service-users
- seek to influence others with whom we work, or from whom we purchase goods and services, to share our commitment to valuing the diversity of our society.

- 1.1 We will, to meet our business objectives:

- provide real equality of opportunity in the recruitment, development and promotion of all our employees irrespective of; race, nationality, colour, ethnic or national origins, religion, sex, marital status, disability, AIDS/HIV positive status, sexual orientation, age, gender reassignment, work pattern, membership or non-membership of a Trade Union and/or Corporate Staff Network or any reason which is irrelevant to the employee's ability to do the job
- eliminate unfair discrimination and harassment in our workplaces
- extend family friendly working practices
- develop all our employees to their maximum potential and make the best use of their different talents
- offer positive action training and development, where appropriate, for employees from under represented groups
- consult employees, including employees from minority groups, about how we can improve equality of opportunity and support diversity.

- 1.2 We will set ourselves goals with measurable outcomes to assess our progress towards becoming a diverse organisation providing excellent service to all sections of society. We hold ourselves accountable for their achievement.

Procedures for Employee Checks

The procedures for employee checks set out to provide the Department with a degree of assurance as to the identity and background of Contractors' employees whether, direct employees, self employed or whoever else is employed (present and future). Contractors **must** carry out the following checks as part of the **employee check** process.

The process has three parts, the **Identity Check**, the **Integrity Checks** and the requirement for each individual to sign a **Criminal Record Declaration**. These are in addition to the Criminal Records Bureau Standard Check requirement set out at 20.3 of the Specification.

A. Identity Check**1 Documents to be checked**

- 1.1 Before recruitment, prospective employees should be asked to provide original documents to establish their bona fides. Duplicates and photocopies should not under any circumstances be accepted. The documents necessary to establish identity will vary according to the nationality of the individual concerned:-

2 British Nationals

- 2.1 Inspection of a full ten-year UK, EEA passport or EEA National Identity Card or inspection of two of the following identity documents:

- British driving licence
- P45
- Birth certificate - issued within 6 weeks of birth
- Cheque book and bank card - with 3 statements and proof of signature, Credit card with 3 statements and proof of signature,
- Credit card - with photograph of the individual,
- Proof of residence - such as a council tax, gas, electricity, water or telephone bill

- 2.2 In some exceptional cases particularly where an individual is young it may not be possible for an employee to submit any of the identity documents listed above. Where this appears to be a genuine problem, the individual shall provide a passport sized photograph endorsed by a person of some standing in the community (such as a General Practitioner, JP, solicitor, officer of the armed forces, clergyman, teacher, lecturer, lawyer, bank manager or civil servant) certifying the identity of the employee. The signatory must have known the employee for at least 3 years. A signed statement of the individual providing the signatory's address, telephone number and full name must be submitted. The statement should always be checked to ensure that the signature matches that on the back of the photograph and that it contains a legible name, address and telephone number. In all cases of doubt, and for a random sample of the others, the signatory should be contacted, preferably by telephone, to check that he/she did complete the statement and has known the subject for a minimum of three years.

3 Other EC Nationals

- 3.1 Either a full EC passport or an identity card issued by an EC country.

4 Other nationalities

- 4.1 Either a full passport issued by the country concerned or a document/letter issued by the Home Office establishing the individual's immigration status in the UK.

4.2 Contractors should note that the following **must not** be accepted as proof of identity:-

- an international driving licence (these are frequently and easily forged);
- A copy birth certificate (such copies can be purchased on request at St Catherine's House for any identity, not just one's own).

4.3 The immigration status of the individual must be verified to ensure that the individual is entitled to work in the UK.

5 Checking Documents

5.1 When checking documentation Contractors should bear in mind that a small proportion of individuals may not be who they say they are. There are a number of reasons for deception including concealment of a criminal record, illegal immigration, and concealment of identity for the purposes of terrorism or espionage and DWP fraud.

5.2 Any of the above could cause someone to act improperly whilst on Departmental premises (e.g. commit theft or fraud; breach the Official Secrets Acts; provide false documents for others; threaten the safety and well being of Departmental staff and members of the public). It is thus of considerable importance that care is taken to check documents thoroughly.

5.3 There are a number of simple steps which Contractors should take to verify the documents produced:-

- insist that original documents are produced and not transcripts or photocopies;
- examine the documents to make sure that they are originals (modern photocopiers produce excellent results), comparing them where possible with other examples that may be to hand;
- check, as far as possible, that the paper and typeface are similar to any others that may be to hand, or may have been examined recently and that the watermark, where appropriate, is present (passports and driving licences invariably contain a watermark);
- examine the documents for alterations or signs that the photograph and/or signature have been removed and replaced (an ultra-violet lamp can be useful for this purpose);
- check that any signature on the documents tallies with other examples in their possession and, if practicable, ask the prospective employee to sign something in their presence; and
- Check that details given on the documents produced correspond with what is already known about the individual.

5.4 Contractors should also note the date of issue of the documents presented to them. Particular care should be taken where documents are recently issued, especially if all the documents available are new and there is little referee coverage (see below).

6 Other Means of Confirming Identity

6.1 Other means of checking documentation may be available to the Contractor and they should not be neglected. For example, adequate referee coverage can provide a high level of assurance, particularly where the reference is given by a reputable organisation or by someone known to the Contractor. However, reasonable steps should be taken to ensure that the reference is genuine. Written references produced by the prospective employee should be treated with care, and where possible, followed up directly with the organisation concerned, particularly where the reference is less than convincing (e.g. on poor quality paper or containing spelling or grammatical errors). Where someone, particularly a young person, has difficulty providing both evidence of identity and

adequate referee coverage, it may be appropriate to obtain both from the same person (see above).

B. Checks on Integrity

7 it is also necessary for the Department, through the Contractor, to be assured that the Contractor's employees meet suitable standards of honesty and integrity to perform the required duties. This shall be achieved by the Contractor obtaining the required references as described.

7.1 Employer and personal reference. A reference from a previous employer (covering 1 year of employment) and a personal reference (from a person of standing in the community who has known the applicant for at least 3 years) are required. Verbal references are acceptable but these must be followed up in writing and received back within 21 days assignment start date.

7.2 Employee resident overseas. Where the individual has been overseas for more than 6 months in the previous 3 years then a reference should be obtained from the overseas employer. In these cases verbal references are not acceptable and must be produced in writing.

7.3 Personal Referees. A personal referee should be a person of some standing in the community (such as a JP, medical practitioner, solicitor, officer of the armed forces, clergyman, teacher, lecturer, lawyer, bank manager or civil servant) and who has known the applicant for at least 3 years.

C. Records

8 The Contractor shall keep and maintain full records of all checks carried out. Such information shall include the name of the person making the check and the date, and the Contractor shall produce such records as requested by the Department.

8.1 The Contractor shall be obliged to pass on any information that may raise a question mark upon the integrity of the employee. Such information should be forwarded to the DCM for assessment and the Department shall decide whether the employee should be offered employment or not.

8.2 The Department reserves the right to arrange for such enquiries to be made, as it considers necessary about any employee supplied by the Contractor. The Contractor's attention is also drawn to Clause 29 of the Conditions of Contract.

Warrant Volume Data 2006/07 AND 2007/08

TOTAL WARRANT VOLUME ALLOCATION 2007/08				
REGION	DISTRESS			
	2006/07	2007/08	Variance	%
NORTHEAST	78,016	78,243	227	0.3
LONDON	159,659	135,859	-23,800	- 14.9
WALES	62,719	50,375	-12,344	- 19.7
MIDLANDS	126,920	93,900	-33,020	- 26.0
NORTHWEST	107,575	107,099	-476	- 0.4
SOUTHWEST	60,365	23,091	-37,274	- 61.7
SOUTHEAST	132,629	136,692	4,063	3.1
TOTAL	727,883	625,259	-102,624	- 14.1
REGION	ARREST			
	2006/07	2007/08	Variance	%
NORTHEAST	145,253	104,786	-40,467	- 27.9
LONDON	110,368	107,691	-2,677	- 2.4
WALES	60,209	80,051	19,842	33.0
MIDLANDS	124,584	120,711	-3,873	- 3.1
NORTHWEST	62,975	70,543	7,568	12.0
SOUTHWEST	56,608	58,006	1,398	2.5
SOUTHEAST	39,971	79,865	39,894	99.8
TOTALS	599,968	621,653	21,685	3.6
REGION	CPB			
	2006/07	2007/08	Variance	%
NORTHEAST	5,016	6,699	1,683	33.6
LONDON	4,677	5,244	567	12.1
WALES	1,654	2,910	1,256	75.9
MIDLANDS	2,508	4,984	2,476	98.7
NORTHWEST	5,042	4,899	-143	- 2.8
SOUTHWEST	4,936	2,503	-2,433	- 49.3
SOUTHEAST	1,987	5,726	3,739	188.2
TOTALS	25,820	32,965	7,145	27.7
REGION	CLAMPING			
	2006/07	2007/08	Variance	%
NORTHEAST	0	379	379	100.0
LONDON	0	0	0	-
WALES	0	155	155	100.0
MIDLANDS	503	298	-205	- 40.8
NORTHWEST	3,250	1,823	-1,427	- 43.9
SOUTHWEST	0	90	90	100.0
SOUTHEAST	0	0	0	-
TOTALS	3,753	2,745	-1,008	- 26.9
TOTAL WARRANT NUMBERS	1,357,424	1,282,622	-74,802	- 5.5

Warrant Volumes Allocation In-House and Contractor 2006/07

	2006/07				
REGION	DISTRESS	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	78,016	-	78,016	-	100
LONDON	159,659	-	159,659	-	100
WALES	62,719	-	62,719	-	100
MIDLANDS	126,920	-	126,920	-	100
NORTHWEST	107,575	-	107,575	-	100
SOUTHWEST	60,365	-	60,365	-	100
SOUTHEAST	132,629	-	132,629	-	100
TOTALS	727,883	-	727,883	-	100
REGION	ARREST	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	145,253	138,203	7,050	95	5
LONDON	110,368	110,368	-	100	-
WALES	60,209	60,209	-	100	-
MIDLANDS	124,584	111,111	13,473	89	11
NORTHWEST	62,975	62,975	-	100	-
SOUTHWEST	56,608	55,494	1,114	98	2
SOUTHEAST	39,971	38,249	1,722	96	4
TOTALS	599,968	576,609	23,359	96	4
REGION	BREACH	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	5,016	2,417	2,599	48	52
LONDON	4,677	4,677	-	100	-
WALES	1,654	1,654	-	100	-
MIDLANDS	2,508	1,539	969	61	39
NORTHWEST	5,042	5,042	-	100	-
SOUTHWEST	4,936	4,499	437	91	9
SOUTHEAST	1,987	1,987	0	100	-
TOTALS	25,820	21,815	4,005	83	17
REGION	CLAMPING	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	-	-	-	-	-
LONDON	-	-	-	-	-
WALES	-	-	-	-	-
MIDLANDS	503	-	503	-	100
NORTHWEST	3,250	-	3,250	-	100
SOUTHWEST	-	-	-	-	-
SOUTHEAST	-	-	-	-	-
TOTALS	3,753	-	3,753	-	100
TOTAL WARRANT NUMBERS	1,357,424	598,424	759,000	44	56

Warrant Volumes Allocation In-House and Contractor 2007/08

	2007/08				
REGION	DISTRESS	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	78,243	0	78,243	-	100
LONDON	135,859	0	135,859	-	100
WALES	50,375	2537	47,838	5	95
MIDLANDS	93,900	4628	89,272	5	95
NORTHWEST	107,099	141	106,958	0	100
SOUTHWEST	23,091	0	23,091	-	100
SOUTHEAST	136,692	0	136,692	-	100
TOTALS	625,259	7,306	617,953	1	99
REGION	ARREST	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	104,786	97,541	7,245	93	7
LONDON	107,691	107,691	-	100	-
WALES	80,051	80,051	-	100	-
MIDLANDS	120,711	106,588	14,123	88	12
NORTHWEST	70,543	70,543	-	100	-
SOUTHWEST	58,006	56,278	1,728	97	3
SOUTHEAST	79,865	52,275	27,590	65	35
TOTALS	621,653	570,967	50,686	92	8
REGION	BREACH	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	6,699	6,029	670	90	10
LONDON	5,244	5,244	-	100	-
WALES	2,910	2,910	-	100	-
MIDLANDS	4,984	4,539	445	91	9
NORTHWEST	4,899	4,899	-	100	-
SOUTHWEST	2,503	2,236	267	89	11
SOUTHEAST	5,726	1,872	3,854	33	67
TOTALS	32,965	27,729	5,236	84	16
REGION	CLAMPING	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	379	-	379	-	100
LONDON	-	-	-	-	-
WALES	155	5	150	3	97
MIDLANDS	298	3	295	1	99
NORTHWEST	1,823	-	1,823	-	100
SOUTHWEST	90	0	90	-	100
SOUTHEAST	0	0	0	-	-
TOTALS	2,745	8	2,737	0	100
TOTAL WARRANT NUMBERS	1,282,622	606,010	676,612	47	53

Warrant Volumes Allocation In-House and Contractor 2008/09 Quarter 1

2008/09 QUARTER 1					
REGION	DISTRESS	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	15,234	-	15,234	-	100
LONDON	32,754	-	32,754	-	100
WALES	9,843	-	9,843	-	100
MIDLANDS	15,216	7,603	7,613	50	50
NORTHWEST	22,691	-	22,691	-	100
SOUTHWEST	3,860	-	3,860	-	100
SOUTHEAST	48,649	2,766	45,883	6	94
TOTALS	148,247	10,369	137,878	7	93
REGION	ARREST	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	25,389	22,179	3,210	87	13
LONDON	26,174	26,174	-	100	-
WALES	16,612	16,612	-	100	-
MIDLANDS	17,573	14,493	3,080	82	18
NORTHWEST	19,811	19,811	-	100	-
SOUTHWEST	13,354	12,914	440	97	3
SOUTHEAST	12,030	7,547	4,483	63	37
TOTALS	130,943	119,730	11,213	91	9
REGION	BREACH	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	223	-	223	-	100
LONDON	8,081	8,081	-	100	-
WALES	573	573	-	100	-
MIDLANDS	1,198	923	275	77	23
NORTHWEST	1,831	1,710	121	93	7
SOUTHWEST	864	509	355	59	41
SOUTHEAST	1,515	956	559	63	37
TOTALS	14,285	12,752	1533	89	11
REGION	CLAMPING	IN-HOUSE POLICE	CONTRACTOR	IN-HOUSE POLICE (%)	CONTRACTOR (%)
NORTHEAST	125	-	125	-	100
LONDON	-	-	-	-	-
WALES	29	-	29	-	100
MIDLANDS	9	-	9	-	100
NORTHWEST	375	-	375	-	100
SOUTHWEST	186	0	186	-	100
SOUTHEAST(1)	-	-	-	-	-
TOTALS	724	-	724	-	100
TOTAL WARRANT NUMBERS	294,199	142,851	151,348	49	51