Dear Harriet,

Thank you for your correspondence of 18 July, following up on my letter of 10 July.

Letters to all Windrush individuals inviting Subject Access Requests

1. You enclosed a letter which you asked the Home Office to send to all individuals from the Windrush generation who were detained, informing them about their right to view the information that the Home Office holds about them, and that the Committee would welcome it if the files were then shared with them to help their work on wrongful detentions.

2. I fully share the Committee’s concern to understand how these problems occurred, and how we can prevent this from ever happening again. To that end, the Department has been carrying out a review of removals and detentions dating back to 2002 of Caribbean commonwealth nationals now aged over 45 (i.e. born before 1 January 1973), to establish whether any of those people could have entered the UK prior to 1973 and therefore might be protected by the Immigration Act 1971. A new unit was set up to do this work. I provided more information about this in my first monthly update to the Home Affairs Select Committee on 10 July 2018 and I have written to them today with an update on this work.

3. I have also put in place a lessons-learned review, with independent oversight from Wendy Williams. The terms of reference for the review were published on 19 July. Alongside the work to examine historical removals and detentions, the unit has also been producing case summaries for all those identified, which are being shared with the lessons learned review for further examination. Details of the individuals identified have been passed to the Windrush Taskforce who have started to get in touch with them, if they have not already made contact.

4. I welcome the committee’s scrutiny but, in order to ensure consistency of approach to understanding these cases, I believe that the lessons learned review should take the lead in the analysis of these cases. I do not consider this would be advanced by the Home Office writing to individuals on the committee’s behalf.
Capita Contract Schedules

5. You asked that the pricing structure in the Capita contract schedules, enclosed with my letter of 10 July, be re-expressed as multiples of the lowest cost. Following further discussion with Capita, they have agreed to waive commercial sensitivity. We are therefore able to provide you with the Payment Schedule with the relevant tables unredacted and I attach that to this letter.

Yours sincerely,

[Signature]

Rt Hon Sajid Javid MP
SCHEDULE 11

PRICING

1 PAYMENT DUE
1.1 The prices detailed in this Pricing Schedule shall be effective for the duration of the Initial Contract Period and are also subject to clause 19 of the Contract.
1.2 The Contract Price is payable to the Contractor at the achievement of an Outcome for the Authority on a particular Individual. It includes all profits and costs incurred.
1.3 The Contract Price shall be invoiced in accordance with clause 20 of this Contract for a particular month. The invoice will cover all Cases for Individuals with an Outcome satisfactorily completed and reported within a particular monthly report.
1.4 The Contract Price shall be adjusted to take account of the Service Credits and the Incentive Payments which apply, in accordance with the provisions of the Performance Schedule.
1.5 Subject to paragraphs 1.6 and 1.7 below, a discount of up to 3.5% shall be applied to the Contract Price payable for contact management Services and casework Services for those Individuals in respect of whom both of these Service elements are provided.
1.6 The discount referred to in Paragraph 1.5 above shall be agreed by the Parties in good faith, and shall be confirmed by means of the Contract Change process, to reflect process efficiencies which the Contractor shall identify in relation to the management of Cases where an Individual receives both contact management and casework Services. The relevant discount shall be applied to the Contract Prices payable in respect of all Services provided to such Individuals; with a retrospective refund if necessary.
1.7 Any dispute as to the discount which shall apply under paragraph 2.5 above shall be resolved in accordance with clause 58.

2 CONTRACT PRICE – CONTACT MANAGEMENT SERVICES
2.1 The Contract Price for providing contact management Services in respect of applicable Cases is inclusive of all mobilisation costs (within 1-150,000 below) and is as set out in Table A below:
Table A

<table>
<thead>
<tr>
<th>Outcome Type</th>
<th>Unit Cost for Individuals (1-150,000)</th>
<th>Unit Cost for Individuals (150,001 and above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voluntary Departure</td>
<td>£ 22.63</td>
<td>£ 19.07</td>
</tr>
<tr>
<td>Barrier or Enforced Removal Required</td>
<td>£ 19.91</td>
<td>£ 16.56</td>
</tr>
<tr>
<td>No Contact</td>
<td>£ 11.97</td>
<td>£ 10.01</td>
</tr>
</tbody>
</table>

Note:

(a) The Contractor will be paid for all Individuals after the Outcome is achieved, recorded and reported.

(b) The Contractor will not be paid for any Individuals that do not have an Outcome at triage and do not progress after triage to contact (e.g. the status of the case changed after the Authority extracted it from the Primary Source of Record but before the Contractor commenced contact with the Individual).

2.2 The Contract Price for providing partial contact management Services, in compliance with paragraph 3.1.10 (b)) of the Specification Schedule, in respect of applicable Cases is inclusive of all mobilisation costs (within 1-150,000 below) and is as set out in Table A2 below:

Table A2

<table>
<thead>
<tr>
<th>Outcome Type</th>
<th>Unit Cost for Individuals (1-150,000)</th>
<th>Unit Cost for Individuals (150,001 and above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voluntary Departure</td>
<td>£ 10.58</td>
<td>£ 9.78</td>
</tr>
<tr>
<td>Barrier or Enforced Removal Required</td>
<td>£ 9.03</td>
<td>£ 8.22</td>
</tr>
<tr>
<td>No Contact</td>
<td>£ 5.82</td>
<td>£ 5.02</td>
</tr>
</tbody>
</table>

Note:

(a) The Contractor will be paid for all Individuals after the Outcome is achieved, recorded and reported.

(b) The Contractor will not be paid for any Individuals that do not have an Outcome at triage and do not progress after triage to contact (e.g. the status of the case changed after the Authority extracted it from the Primary Source of Record but before the Contractor commenced contact with the Individual).

(c) In the event the Authority’s demand for Services exceeds 200,000 Individuals, Change Control shall apply at the request of either Party. For example, to provide for Contract Price adjustment to reflect changed Outcome mix.
2.3 Pass through costs

2.3.1 The Contractor will be refunded for its reasonable, actual and necessarily incurred pass through costs for postage (utilising second class post) and telephone call costs subject to the provisions below:

i. Such pass through costs shall be apportioned to Outcomes achieved, based on an estimate of the proportion of pass through costs, set out at Table 7 below, attributable to each Outcome; such apportionment to be agreed between the Parties.

ii. Within 30 days after each anniversary of the Commencement Date, the Contractor shall:

a. carry out a reconciliation of the pass through costs which were actually, reasonably and necessarily incurred during the previous 12 month period and its estimates under 2.3.1 i) for the same period; and

b. report to the Authority on the reconciliation carried out at 2.3.1 ii) a) above, including the provision of evidence of such costs incurred (including Sub Contractor pricing information) and the Authority shall promptly Approve the same.

iii. Within 30 days of receiving the Authority’s Approval referred to at 2.3.1 ii) above, the Contractor shall provide an invoice, or refund, to the Authority in respect of any reconciliation difference between apportioned costs paid and costs incurred.

iv. In incurring telephone call costs, the Contractor shall maximise the use of landlines and not exceed 80% mobile usage without the Authority’s written Approval; such Approval shall be provided in the Authority’s absolute discretion.

2.3.2 The cost estimates and breakdown are at attached at Table 7 below.

2.3.3 The Contractor shall use all reasonable endeavours to incur the minimum costs for the Authority and not increase its pass through costs without the prior written Approval of the Authority, such Approval not to be unreasonably withheld.

2.3.4 The Contractor shall not modify or otherwise change its solution such that it increases the amount of pass-through costs payable by the Authority without the Authority’s Approval; such Approval shall be provided in the Authority’s absolute discretion.

2.3.5 In the event the Contractor utilises pre-paid business response envelopes and/or enhanced tracing services, these shall be charged as pass-through costs and shall be subject to paragraphs 2.2.3, 2.2.4 and the Authority’s prior written Approval, such Approval to be provided in the Authority’s absolute discretion.
3 CONTRACT PRICE – CASEWORK SERVICES

3.1 During the Model Office stage of the development of the Caseworking process (if any) the Contractor will be paid 80% of the Maximum Price Standard Case as set out in Table B of paragraph 3.3.1 below for any Individuals processed (subject to the prior written approval of the Authority under paragraph 4.2.7 of the Specification for the Contractor to utilise its Model Office capability to develop the Caseworking process).

3.2 The Contract Price for providing casework Services shall be agreed through Contract Change following the Contractor’s development of the Caseworking process as set out in the Specification Schedule, taking into account the discount referred to at paragraph 1.5 of this Schedule.

Where the Contractor has utilised its Model Office and received payment under paragraph 3.0 set out above, and agreed the final Contract Price as a result of the procedure set out in the first part of this paragraph 3.1, then Contractor shall reconcile the payment made, as follows:

The Contractor shall raise a valid credit note to refund the Authority, or raise a further valid invoice (as appropriate), complete with such supporting information as the Authority may reasonably request, for the difference between:

a. The Contract Price as invoiced under paragraph 3.0 of this Schedule; and

b. The Contract Price which would have applied, had it been calculated with reference to the final Contract Price which is agreed as a result of the procedure set out in the first part of this paragraph 3.1.

The Authority shall recover any refund in accordance with the provisions of clause 21.2, or pay such invoice in accordance with the provisions of clause 20.1 and 20.4.

3.3 The Contractor shall not provide or be paid for casework Services until it receives the Authority’s prior written Approval to proceed. Such Approval shall be provided by the Authority in its absolute discretion.

3.4 Amounts Due for delivery of Casework Services

3.4.1 The Contractor shall develop a process to ensure the maximum price per Individual for delivery of caseworking Services set out in Table B below is not exceeded for the Individual Outcome and shall use all reasonable endeavours to achieve a reduction in the Unit Cost for Caseworking:
### Table B

<table>
<thead>
<tr>
<th>Casework Outcome Type</th>
<th>Unit Cost for Individuals (1-50,000)</th>
<th>Unit Cost for Individuals (50,001 and above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Price Standard Case – reconsideration request refused, including a substantive reconsideration that may include human rights considerations</td>
<td>£ 48.57</td>
<td>£ 42.79</td>
</tr>
<tr>
<td>Maximum Price Standard Case – reconsideration request accepted, including a substantive reconsideration that may include human rights considerations</td>
<td>£ 48.57</td>
<td>£ 42.79</td>
</tr>
<tr>
<td>Maximum Price Standard Case – reconsideration request closed, where an applicant has departed the UK, or is deceased or has been granted leave to remain</td>
<td>£ 36.20</td>
<td>£ 31.62</td>
</tr>
<tr>
<td>Maximum Price Standard Case – Referred</td>
<td>£ 37.50</td>
<td>£ 32.75</td>
</tr>
<tr>
<td>Maximum Price Standard Case – administrative task completed, including status requests, new representatives and third parties</td>
<td>£ 49.13</td>
<td>£ 42.92</td>
</tr>
<tr>
<td>Maximum Price Standard Case – recommendation: enforced removal</td>
<td>£ 46.59</td>
<td>£ 41.04</td>
</tr>
<tr>
<td>Maximum Price Standard Case – voluntary departure</td>
<td>£ 55.55</td>
<td>£ 48.94</td>
</tr>
<tr>
<td>Maximum Price standard Case – assisted voluntary departure</td>
<td>£ 55.55</td>
<td>£ 48.94</td>
</tr>
</tbody>
</table>

3.3.2 The price for 1-50,000 Individuals above is inclusive of all mobilisation costs.

3.3.3 The price that shall be payable to the Contractor for casework Services is the price calculated following the development of the casework process and such price once agreed by the Parties shall be inserted within this Schedule within this paragraph as a replacement Table B.

### 3.4 Amounts due in respect of the Development of the Caseworking Process

3.4.1 The Contractor shall charge for the development of the caseworking process with regard for the Schedule of Rates set out at Table C below and subject to a target price at paragraph 3.4.2 below.

3.4.2 The target price for the development of the Casework process for reconsideration requests (accepted, refused and closed), referred and administrative task completed is £[REDACTED]. To enable a phased
approach to development, the target price may be broken down into a maximum of four parts within the Contractor’s Mobilisation Plan, subject to the prior written Approval of the Authority of the process and amount for each phase.

3.4.3 The Contractor shall report to the Authority on actual costs incurred by the Contractor in development of the caseworking process and complete a Price Breakdown Form in the same format as the Price Breakdown Form Tables to calculate the actual amount payable in respect of development of casework Services.

3.4.4 The Contractor shall invoice the Authority for the final amount due in respect of development of the caseworking process, up to a maximum price set out in paragraph 3.4.5 below.

3.4.5 The maximum price anticipated by the Contractor for the development of the Casework process for reconsideration requests (accepted, refused and closed), referred and administrative task completed is £[REDACTED]. To enable a phased approach to development, the maximum price may be broken down into a maximum of four parts within the Contractor’s Mobilisation Plan, subject to the prior written Approval of the Authority of the process and amount for each phase.

3.4.6 Where the actual price calculated as due to the Contractor in respect of development of the caseworking process: is less than the target price set out in paragraph 3.4.2 above, the Contractor may in addition invoice the Authority for 50% of the saving (being (target price – actual price)/2));

3.4.7 In the event the actual price calculated as due to the Contractor in respect of development of the caseworking process: exceeds the target price set out in paragraph 3.4.2 above, the Contractor may in addition invoice the Authority for a 50% contribution towards the additional expenditure above the target price (being (maximum price – target price)/2)).

3.4.8 For the avoidance of doubt, in each case at this paragraph 3.4, no other sums shall be payable by the Authority, including no contribution to costs of developing the caseworking process above the maximum price set out at paragraph 3.4.5.

4 Schedule of Rates

4.1 The Schedule of Rates at Table C below shall apply to the development of the Casework process.

4.2 The amounts set out in the Schedule of Rates at Table C below shall be the maximum that may be charged by the Contractor through Contract Change and a particular Contract Change may be lower.

4.3 The Schedule of Rates per Contractor Staff grade (inclusive of all costs and profits) all be as set out at Table C below:

Table C

[Table Redacted]
5 Contact Management Gainshare

5.1 At the 12 month anniversary of the date of the Contract, the Contractor shall calculate:

(a) the total of its income from the Authority under this Contract for contact management Services, including the amount due for Services provided but not yet invoiced or paid for by the Authority, and

(b) the total of its costs, overheads and profits in providing the contact management Services

for the preceding 12 month period, with evidence on the detail being available on request by the Authority in accordance with clause 18.2 of this Contract.

5.2 The Contractor shall repeat the exercise referred to in paragraph 5.1 above on each 12 month anniversary of the date of the Contract thereafter, calculating the relevant amounts for the preceding 12 month period.

5.3 The Contractor shall report on the result of any calculations carried out in accordance with paragraphs 5.1 and 5.2 above to the Authority and shall provide evidence of the detail being available on request by the Authority in accordance with clause 18.2 of this Contract.

5.4 The Contractor’s declared profit (including overheads recovery) is 9.8%

5.5 The Contractor’s maximum profit (including overheads recovery before any gainshare is:

13.8%

5.6 The Contractor shall refund to the Authority 50% of any profit including overheads above the maximum profit including overheads at paragraph 5.5. Such payment shall be made by the Contractor within 60 days of the 12 month anniversary date and each anniversary thereafter.

6 Casework Gainshare

6.1 At the 12 month anniversary of the date of the Contract, the Contractor shall calculate:

(a) the total of its income from the Authority under this Contract which is attributable to casework Services in the first year, including any amount payable for developing the casework process, as well as the amount due for caseworking Services provided but not yet invoiced or paid for by the Authority, and

(b) the total of its costs, overheads and profits in providing the casework Services at the 12 month anniversary of the date of the Contract

for the preceding 12 month period with evidence on the detail being available on request by the Authority in accordance with clause 18.2 of this Contract.

6.2 The Contractor shall repeat the exercise referred to in paragraph 6.1 above on each 12 month anniversary of the date of the Contract thereafter, calculating the relevant amounts for the preceding 12 month period (although omitting, in the case of any calculation performed under paragraph 6.1 (a) above any costs of developing the caseworking Services).

6.3 The Contractor shall report on the result of any calculations carried out in accordance with paragraphs 6.1 and 6.2 above to the Authority with evidence on the detail being available on request by the Authority in accordance with clause 18.2 of this Contract.

6.4 The Contractor’s declared profit including overheads recovery percentage is 9.8%

6.5 The Contractor’s maximum profit including overheads recovery before gainshare is 13.8%
6.6 The Contractor shall refund to the Authority 50% of any profit including overheads above the maximum profit including overheads at paragraph 6.5. Such payment shall be made by the Contractor within 60 days of the 12 month anniversary date and each anniversary thereof.

[Table Redacted]
Table 2  Contact Management – 150,001 and above

[Table Redacted]

Note: the costs shown in the table above are gross costs and subject to a 3% discount; such discount having been taken into account at Table A.

Table 2B – Partial Contact Management 150,001 and above

[Table Redacted]

Note: the limitation of 200,000 Individuals does not apply

Table 3:  Casework 0 – 50,000 cases and below

[Table Redacted]

Note: the costs shown in the table above are gross costs and subject to a 3% discount; such discount having been taken into account at Table B.

Table 4  Casework – 50,001 cases and above

[Table Redacted]

Table 5  Casework Development

[Table Redacted]
Table 7  Pass Through Costs

**Outbound Post.** The Contractor will provide necessary stationery and utilise 2\textsuperscript{nd} class post. The cost for this at the Commencement Date will be £[REDACTED] per letter.

**Outbound Telephone Charges.** The Contractor will incur different telephone charges depending on the telephone service provider of the call recipient and the time of day that calls are made through the Contractor’s contact centre. The charges as at the Commencement Date for a number of service providers are detailed in the table below for information:

<table>
<thead>
<tr>
<th>Provider</th>
<th>Time of Call</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Daytime (pence per minute)</td>
</tr>
<tr>
<td>National Rate</td>
<td>[REDACTED]</td>
</tr>
<tr>
<td>Local Rate</td>
<td>[REDACTED]</td>
</tr>
<tr>
<td>3 Mobile</td>
<td>[REDACTED]</td>
</tr>
<tr>
<td>Vodafone Mobile</td>
<td>[REDACTED]</td>
</tr>
<tr>
<td>BT Mobile</td>
<td>[REDACTED]</td>
</tr>
<tr>
<td>O2 Mobile</td>
<td>[REDACTED]</td>
</tr>
</tbody>
</table>

**Business Reply Service.** Subject to paragraph 2.2.5 of this Schedule, the Contractor is able to provide a business reply service which will allow an Individual to return to the Contractor completed pro forma documentation free of charge. The charge for this service at the Commencement Date shall be £[REDACTED] per response.

**Total Estimated Charges.**

Set out below are a series of estimates which are provided for illustrative purposes only, based on initial assumptions of volumes associated with provision of Services as envisaged at the Commencement Date.

**Outbound Post.** Based on the assumption that the Contactor will issue 170,000 letters in the provision of contact management Services for the first 150,000 Individuals the cost of outbound post (based on current charges of £0[REDACTED] per letter) will be £[REDACTED].
**Outbound Telephone Charges.** As detailed in the table above, different charges apply depending on the time of day that an outbound call is made and the identity of the service provider used. For the purpose of estimating the total cost of calls the Contractor has assumed a blended rate for calls as follows:
- Landline: £[REDACTED] per minute
- Mobile: £[REDACTED] per minute

In addition it has been assumed that calls will be split between landline and mobile as follows:
- Landline: 20%
- Mobile: 80%

The Contractor estimates that for the provision of contact management Services for the first 150,000 Individuals the total number of outbound calls will be 170,698. As such the estimated total cost of calls for 150,000 contact management cases would be £[REDACTED], as outlined in the table below:

<table>
<thead>
<tr>
<th>Estimated Call Volumes</th>
<th>Estimated Average Handling Time (Secs)</th>
<th>Estimated Blended Call Charge (£)</th>
<th>Estimated Call Total Time (Mins)</th>
<th>Estimated Total Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landline (20% of total volume)</td>
<td>34.140</td>
<td>240</td>
<td>£[REDACTED]</td>
<td>136,560</td>
</tr>
<tr>
<td>Mobile (80% of total volume)</td>
<td>136,558</td>
<td>240</td>
<td>£[REDACTED]</td>
<td>546,232</td>
</tr>
<tr>
<td>Total Call Volume</td>
<td>170,698</td>
<td>Estimated Total Charge for 150,000 cases</td>
<td>£[REDACTED]</td>
<td></td>
</tr>
</tbody>
</table>

**Business Reply Service.** The Contractor estimates that the first 150,000 contact management Individuals a total of 75,000 business reply service may be used. Based on this assumption the total cost of the business reply service (at £[REDACTED] per response) for this work would be £[REDACTED].

**Summary.** As set out at paragraph 2.2 of this Schedule the Contractor estimates total pass through charges for the first 150,000 contact management Individuals as follows:

<table>
<thead>
<tr>
<th>Type of Pass Through Charge</th>
<th>Estimated Pass Through Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outbound Post</td>
<td>£[REDACTED]</td>
</tr>
<tr>
<td>Outbound Telephone Call</td>
<td>£[REDACTED]</td>
</tr>
<tr>
<td>Business Reply Service</td>
<td>£[REDACTED]</td>
</tr>
<tr>
<td>Total Estimated Pass through Charge</td>
<td>£[REDACTED]</td>
</tr>
</tbody>
</table>
Table 8  50,000 Cases or Less

[Table Redacted]

Table 9  50,001 + Cases

[Table Redacted]

8. The Contract Price to amend the name and logos from the “UKBA” “UK Border Agency” and “United Kingdom Border Agency” to “the Home Office” in the Contractors external correspondence and telephone conversations as per paragraph 2.3 of the Standards Schedule is £[REDACTED].

9. The Contract Price to update contact management call scripts, required by changes to Immigration legislation to make it tougher to remain in the UK when an individual no longer has leave to remain, is £[REDACTED] (subject to satisfactory assurance by the Authority prior to implementation).