

Commissioning Community Legal Services in Manchester

Questions to the Project Board

For the Consultation Event on 20th January 2010

Respondent A asks:

1). What importance will the bidding criteria attach to the issue of quality for clients, who are often in an extremely vulnerable position?

Response : **Quality criteria will be incorporated in the Invitation to Tender (ITT) document and in subsequent Quality Assessment Framework Monitoring tools**

2). In particular, will the Council insist on a quality audit - eg by way of Peer Review - for any proposed recipient of a contract? If so, what rating would be the minimum possible one? If there are no such proposals, how will the quality of bidders' work be meaningfully measured, in advance?

Response: **This is under consideration, but ongoing monitoring will focus on the quality elements of the service provision.**

Background Information:

I believe that the national criteria are that the LSC will contract with suppliers which have a '3' Peer Review score (Threshold Competence), although telephone suppliers have to score a '2' (Competence Plus).

Response: **The LSC requirements for all its contracts, including those for CLACs, are for all contractors, including sub contractors in CLACs, to achieve a Peer Review 3 score when Peer Reviewed.**

Whilst some research indicates the importance of integrated services, other research reinforces the importance of the quality of service, as one might be expect.

This is why some bodies have submitted that services offered by say 2-3 suppliers, operating at '1' rating (Excellence), with robust inter-referral procedures, might be preferable to a single entity offering services at a lower quality level.

Given that a Threshold Competence rating might be interpreted as meaning just good enough to avoid funding being withdrawn, whilst an Excellence rating can be indicative of a fully proactive, holistic + high quality service, it is hoped

that demanding quality criteria will be set for suppliers to Manchester residents.

Respondent B asks:

What happens to CLS Certificated work after October 2010

Where an existing CLS contract holder (legal practice/advice organisation) currently undertaking Legal Help and (CLS)Certificated work does not obtain a Contract in October 2010:

- (a) Can it continue to undertake (CLS) Certificated work after October 2010?
- (b) Can it start new (CLS) Certificated work after October 2010?
- (c) What will happen to the organisation's EXISTING ONGOING Legal Help files (in terms of transfer etc) after October 2010?

Please respond to the above on the basis of;

- (i) The organisation not wishing to participate in the CLAS, and
- (ii) The organisation being part of a consortium but not the lead supplier.

Response: **The LSC Contract Standard Terms apply to all contracts, including CLAC contracts.**

Therefore the position is as follows :

- **Existing LSC contractors who obtain a CLAC contract – the certificates would be transferred in the relevant categories**
- **Existing LSC contractors who do not obtain a CLAC contract – the existing Contract Standard Terms apply and the contractor would discuss with the LSC whether work under certificates already granted could be continued or whether the client had to be referred on**
- **New CLS certificated work can only be undertaken by providers with contracts, either CLAC contracts, on other LSC contracts**
- **Whether the contractor is a lead supplier or a member of a contracted consortium is irrelevant, the key issue is whether they are permitted by the contract to undertake the work**

Respondent C asks:

1. What are the contracts areas, the text and map differ on this point?

Response : These will be specified in the ITT, the Map provided is intended to show the areas of the City

2. What is meant by social care value (1.1. g iv) as used within the context of the spec, this seems to come from a spec for social services and not advice services

Response : Additional services or benefits bidders can add to the tender proposals

3. Is this a fixed price contract? If it is then how does the cost come in to the selection criteria?

Response: LSC element is fixed, MCC element will be confirmed in the ITT

The work that the LSC is contracting for will be paid on the basis of the LSC published fees, which are either fixed fees, or assessed or taxed bills.

4. Under what circumstance is there likely to be a reduction/increase in the contract price by 10%?

Response : This will form part of the monitoring to identify demands for services over the three proposed contracts

The contract will allow for reductions or increases in contract payments if appropriate depending on work actually undertaken. This will form part of the contract management process which will be undertaken by the LSC and the Council.

5. In all previous documentation it was said that there would be 6 centres, 2 per contract. This is not in the spec, so is it no longer a requirement?

Response: We propose 3 contracts with 2 services provided from each.

6. Where an existing CLS contract holder (legal practice/advice organisation) currently undertaking Legal Help and (CLS)Certificated work does not obtain a Contract but is a subcontractor to the lead supplier in October 2010:

- (a) Can it continue to undertake (CLS) Certificated work on its existing files after October 2010?
- (b) Can it start new (CLS) Certificated work after October 2010?

Response: As above

- 7. What will happen to an organisation's EXISTING ONGOING Public Funded files (in terms of transfer etc) after October 2010? Please respond on the basis of;
 - (a) The organisation not being party to a successful bid, and
 - (b) The organisation being part of a consortium but not the lead supplier.

Response : as above

- 8. When will the scoring criteria be released?

Response: within the ITT

- 9. Under the terms of the LSC contract for housing organisations are not allowed to directly market their services, how does this fit with 2.1.3?

Response: We anticipate promotion of the service within the local areas will incorporate both the MCC and LSC

- 10. 4.2.2. b seems to be impossible given the number of languages spoken in Manchester

- 11. Given that any service can not control the demand for the service and there may be no where else for clients to be referred to and we have to accept all requests for advice from all residents residing within the geographical area (2.1.1 a) then the time limit of 1 week for all clients to get an appointments seems not to be practical.

Response: We will relook at this for the final specification.

- 12. In earlier documentation it was proposed that 20% of the LSC's family work would be included in the contract, is this no longer the case?

- 13. What does level 1 immigration advice mean, level 1 LSC is different from level 1 OISC?

- 14. Previous documentation said that there would be a court service which would come under the north contract, what has happened about this?

Response: This will be included in the final documents

- 15. Previous documentation said there would be trainee solicitor contracts, what has happened to this?

Response as per point 14

16. TUPE has been an issue for both the Leicester and West Sussex's CLACs but this has not been considered so far, when will this matter be addressed?

Response: Tupe will apply to this process and included in the ITT

Respondent D asks:

Can you clarify:

The areas of Manchester in each contract lot and the number of premises in each area providers are expected to have

Response: We will publish the areas in each contract at the ITT stage of the process

Where Manchester Advice fits with the current specification. In particular, the geographical areas it will be working in, the types and levels of service it will be providing and to whom.

Response: Manchester Advice is outside the process, but agreement will be negotiated to ensure complementary services are delivered.

Paragraph 2.2 refers to a +/-10% in each year of the contract. Please can you clarify how this relates to the commitment given by the LSC and MCC to a contract value of £3 million per year over three years

Response: Responded to previously above

Whether or not this is standard business practice and included in other LA contracts

Can you clarify the VAT position?

Response: We will clarify this at the ITT

What high level outcomes the LSC and MCC are expecting from the CLACs

Response: We want to measure the outcomes for people engaging with advice services, these will be developed with successful providers

What definition of Value For Money is being used in the specification.

Response: Additional services over and above those specified that bidders wish to incorporate in their bids

What is meant by a variant bid and how variant can the bid be from the ITT

Response: We will consider this in the final version of published documents

What the split between quality and cost will be in the evaluation criteria

Response: We will publish this at the ITT stage

Clarification of the reasons for a telephone and e mail service being based in the city centre and clarification of how contract holders can enforce the terms outlined on providers with whom they do not have a contractual relationship

Response: We will consider this and provide a definitive explanation in the final specification

Respondent F asks:

1. Please can you provide an example of how it may be appropriate for bidders to share the risks and rewards with purchasers?

Response: As above

2. Please can you clarify the meaning of the paragraph 1.1 (f)?

Response : Please see previous response

3. Paragraph 1.4.1 states that the criteria and approach for selecting providers will be included in the final specification. When will the final specification be published, and will there be any consultation on the selection process?

Response: Selection criteria will be published in the ITT

4. Paragraph 2.1.1 (a) states that providers must accept all requests for advice from individuals residing in the relevant bid area. Does this criteria continue to apply even if demand for advice significantly exceeds the contract targets set in terms of numbers of acts of advice?

Response: This would be identified in the contract monitoring

5. In relation to paragraph 2.2, at what stage will more information be provided regarding the circumstances in which the value of the contract may be varied, and what notice period would be provided of any such variation?

Response: This will be published in the final ITT

6. At what point will figures be provided for paragraphs 2.4.4 and 2.4.5, and is it possible for draft figures to be provided now, as part of the consultation, given how critical this information is for potential bidders?

Response: This information will be included the final Specification and ITT

7. Can further clarification or detail be given in relation to the requirements listed in paragraph 2.5.3? It is not clear, for example, what training or quality assurance systems would be required.

Response: Agreed, further details will be included in the ITT version of the specification

8. Paragraph 2.9.4 states that all staff must be paid no less than the Manchester Minimum Wages. Can you clarify that providers can use volunteers to help provide services?

Response: Volunteers are seen as an important contributor to the proposed service

9. Please can you clarify the intended meaning of paragraph 6.2.1?

Response : This will be clarified in the ITT

10. The ITT places strong emphasis on the need for providers to deliver social care benefits through a variety of initiatives, and to achieve cost savings through efficiencies. These may be more easily realised by one organisation delivering all three contracts, than by three different organisations. How will the purchasers deal with bids for multiple contracts, bearing this in mind?

Response: The document is a draft service specification, the ITT will be issued to bidders invited to the Invitation to Tender stage and will incorporate the selection criteria

Additional Points Raised at the Meeting:

Marketing

The CLACs will be able to market their services with the agreement of the funders, as other LSC contractors can.

Family advice

It is the intention that 20% of Family advice funded by the LSC will be undertaken by the CLACs, the remaining 80% will be contracted to other providers as part of the 2010 Contract Bid Round.

Housing Duty Possession Scheme

The intention is that this will form part of the contract of the CLAC covering the city centre where the Civil Justice Centre is located.

Training Contract Grants

There will be a Training Contract Grant for each CLAC contract.