



Procurement Process for Face to Face Contracts from September 2018 Frequently Asked Questions

Many questions will be answered by the information given in the Information for Applicants document (IFA), which is available on the Tenders pages of our website:

<https://www.gov.uk/government/publications/civil-2018-contracts-tender>

The deadline for questions about the IFA or the tender was **23.59 on 19 October** (note this is referred to as the “End date for supplier clarification messages”) on the e-Tendering system. We are therefore unable to answer questions received after that deadline.

Questions that we consider to be of interest have been collated and answered centrally in writing to ensure that all interested parties have equal access to information in the answers. These questions and answers will be published in this FAQ document.

This final FAQ document incorporates questions received up to 23.59 on 19 October 2017 and incorporates all questions that we consider to be of interest which are received by the above deadline (including those published in the interim document). New questions have been included in **blue**.

Questions with similar themes have been grouped together within this FAQ document and the answer below the grouped questions applies to all such grouped questions.

Technical questions on how to use the e-Tendering system

There is a helpdesk to provide technical support to Applicants using the e-Tendering system. However, the Helpdesk is **unable** to assist with problems with your own computer hardware or systems - for these types of issues; you should contact your usual IT support.

Questions should be emailed to the following email address: help@bravosolution.co.uk Alternatively, the telephone number for the helpdesk is 0800 069 8630 (lines are open from 9am to 6pm Monday to Friday).

The helpdesk remains open until the tender closes. However, we recommend that you start to complete your tender early so that you identify any areas where you need technical help as soon as possible, as the helpdesk is likely to be very busy in the days leading up to the tender deadline and cannot guarantee that queries received close to the tender deadline will be dealt with in time.

The deadline for receipt of Tenders is 5pm on 10 November 2017.

Section 1: General questions

Q.1.1 We have 2 offices in the same Procurement Area. Are we able to apply for two contracts?

A. As set out at paragraph 1.21 of the IFA: “Applicants may only tender for and, if successful, be party to a single Face to Face Contract.”

However, where Contract Work is to be delivered from individual Offices, Applicants are able to submit an Individual Bid for each Office in each Category of Law it is tendering to deliver. Where successful, each Office would then be issued its own Schedule which would detail the Contract Work and volume of Matter Starts which each Office is authorised to conduct.

Please also see the answer to question 1.8 below.

Q.1.2 What relevance will an Advanced Caseworker have on the Immigration and Asylum tender? Will an Applicant with an Advanced Caseworker have an advantage or first preference to Contract Work?

A. No, there is no advantage or preference given to Applicants who employ an Advanced Caseworker in respect of the assessment of tenders.

The requirement to employ an IAAS accredited Advanced Caseworker applies to Applicants submitting an Individual Bid in Lot 3 or above Lot 3 in the Immigration and Asylum Category.

Further, where an Applicant wishes to tender to join Detained Duty Advice Surgery Rotas at IRCs and/or Detained Asylum Casework Rotas at IRCs, it must submit at least one Lot 3 Individual Bid and therefore must employ an FTE who is an IAAS accredited Advanced Caseworker at the Office related to the Individual Bid by the Contract Start Date.

Q.1.3 We have 2 partners who are bound by existing indemnity forms under the current Civil Contracts. However, by the time of the 2018 Civil Contracts start they will no longer be Partners at the firm. Therefore, is it acceptable for them not to sign the new indemnity form?

A. Applicants that are required to do so must provide a signed personal guarantee and indemnity form which must be signed by those individuals who are the ultimate owners, controllers and senior managers of the Applicant as at the Contract Start Date.

Paragraphs 7.11 and 7.12 of the IFA set out when a personal guarantee and indemnity form is required and who must sign it.

Q.1.4 We are a partnership made up of 3 limited companies, can you please confirm if any personal guarantees are necessary?

A. Yes, a personal guarantee and indemnity form would be required and must be signed by all individuals who are owners, controllers and senior managers of the three limited companies forming the partnership.

Q.1.5. When will the LAA publish details of all contracts awarded?

A. The LAA will publish details of the contracts awarded once the procurement process has concluded and contracts have been executed. The outcome of the procurement process will be published on our website.

Q.1.6. As Managing Director of a not for profit family mediation provider, should I be the applicant or the verifier or can I be both?

The 'Applicant' as defined in the Face to Face Contract ITT IFA at Annex D means a single legal entity (including an individual) tendering to deliver the advertised services. Therefore, the Applicant is the entity tendering for a Contract.

The Applicant may decide who completes the Tender on its behalf on the e-Tendering portal but as set out at paragraph 8.7 of the Face to Face Contract ITT IFA, a Tender must be authorised by one of the following:

- (a) the Applicant's COLP, HOLP or CM (or proposed COLP, HOLP or CM); or
- (b) where the Applicant is not authorised by a Relevant Professional Body, a member of Key Personnel who either:
 - (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or
 - (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

Q.1.7. If we were to apply for a tender in a new Category of Law and do not get it will this have an impact on our other Categories?

A. Please see the answer to question 7.3. In the event an Applicant is unsuccessful in tendering for the Housing Category of Law, the Applicant will not be awarded any Contract Work in the Housing, Debt or Welfare Benefits Categories of Law. Further, as set out at page 2 of the Face to Face Contract ITT IFA: "For the avoidance of doubt, Applicants who do not successfully obtain a Face to Face Contract to deliver Housing and Debt Contract Work will **not** be entitled to perform HPCDS work from 1 September 2018 onwards and will be excluded from the HPCDS Contract procurement process. "

Other than as above, each ITT Response will be assessed separately and in the event that an Applicant's ITT Response for one Category were unsuccessful, other ITT Responses would not be automatically rejected.

Q.1.8. If a provider has two offices in the same Procurement Area will they have to have contracts for both offices or can they have a contract for one office and still retain the option to see clients at another office?

A. With the exception of Family Mediation, Mental Health and Immigration and Asylum, an Applicant must submit an Individual Bid for each Office from which they wish to deliver Contract Work in the relevant Category of Law. They will not be able to conduct Contract Work from an Office from which it has not tendered.

In Family Mediation an Applicant must tender in accordance with paragraph 1.32 of the Face to Face Contract ITT IFA and tender from a single Office. Any additional Outreach locations will be collected as part of verification.

In the Mental Health Category an Applicant must, in accordance with paragraph 1.32 of the Face to Face Contract ITT IFA, detail the work they wish to deliver in a Procurement Area and specify one Office in the relevant Procurement Area. As per paragraph 2.34, however, this does not preclude the Applicant from delivering from additional locations within the Procurement Area. Details of additional locations must be provided as part of verification and, subject to validation of address details, will be added to the relevant Schedule.

For Immigration and Asylum Applicants must, in accordance with paragraph 1.32 of the Face to Face Contract ITT IFA, tender to deliver Contract Work from an Office with a Permanent Presence in an Access Point as part of an Individual Bid. Where successful, they may then confirm at verification any additional locations in the wider Procurement Area (i.e. outside an Access Point) which are either a Part Time Presence or a Permanent Presence and from which they intend to deliver Immigration and Asylum Contract Work.

Q.1.9. We do not currently deliver a legal aid contract but did so until earlier this year, when we withdrew from the contract. Should we give that LAA Account Number in response to the question relating to our Office or answer “N/A”?

A. Please answer “N/A”.

Q.1.10 Standard Term 4.2 states: “You must have your accounts audited or examined as required by applicable law (including the Companies Act 2006) and in accordance with any Relevant Professional Body rules. You must produce evidence from the auditor... confirming the results of the audit... to us when requested...”. Our turnover is below the statutory threshold at which we have to have our annual accounts audited and there is no other requirement or need for us to have them audited. Please confirm that we do not need to have them audited in this situation.

A. Organisations must meet any accounting requirements of their Relevant Professional Body and as otherwise required by law. Further, Clauses 4.1 – 4.4 of the Standard Terms set out the contractual requirements which Providers must meet in relation to maintenance of accounts and financial disclosure. Those contractual requirements would apply to unaudited accounts where appropriate.

Q.1.11 Our SQM expires after the deadline for the submission of verification information but before the Contract Start Date.

Should we arrange an audit earlier to ensure we have the SQM in place?

Will we be able to verify by submitting our current certificate by the deadline date and then provide the new certificate as soon as we receive it (and obviously in advance of the contract start date on 1 September 2018)?

A. As set out at paragraph 2.13 of the Face to Face Contract ITT IFA, Applicants who already hold an SQM audited by the LAA’s SQM Audit Provider must hold a valid accreditation that will be in force until at least 1 September 2018. An Applicant that currently holds the SQM and intends to continue to hold this Quality Standard must be able to evidence six weeks before the Contract Start Date (i.e. by 23:59 on 20 July 2018) that it meets this requirement (see paragraph 2.14). Submitting a certificate that will not be valid on 1 September 2018 will therefore not meet the verification requirements. Applicants are reminded that in accordance with paragraph 2.4 of the General Specification a Provider’s Procurement of Civil Legal Aid Services in England and Wales from 1 September 2018

right to undertake Contract Work under this Contract is dependent upon it holding a Quality Standard and Providers must therefore continue to hold a relevant Quality Standard for the duration of the Contract Period.

Q.1.12. Please confirm how you will define ‘contracting entity’ and whether changes to partners, members, directors and shareholders would constitute a different entity to that which tendered. If so:

1. what level of change would be considered a different entity

2. What discretion will the LAA have for unforeseen and unavoidable changes (eg death of a partner).

A. The contracting entity is the legal entity tendering to deliver Contract Work. It is not possible for the LAA to comment on hypothetical scenarios about changes to organisations and Applicants should decide how to tender using the information provided in the documentation published as part of this procurement process (including the IFAs for the Selection Questionnaire and Face to Face Contract ITTs).

Q.1.13. Would a firm be more advantaged by applying for tender for family legal aid in 2 different branches with 2 separate procurement areas or would they have more chance of being successful in a tender if they applied in one branch with one procurement area?

A. The LAA is unable to advise Applicants on how to structure their Tender. Each Applicant must decide how to Tender. The criteria against which Tenders will be assessed are detailed in the Face to Face Contracts ITT IFA and all Individual Bids that meet the LAA’s requirements will be awarded a Contract, subject to verification.

Q.1.14. Is it possible for a single legal entity to submit 2 Individual Bids for Face to Face Contracts from the same Office for the same Category of Law, i.e. a bid for Family Contract Work for Licensed Work only and a bid for Family Contract Work for a specific Lot (on the basis that the applicant would elect which contract to proceed with).

A. No. In the event that an Applicant submits more than one Individual Bid from the same Office for the same Category of Law, this will be treated as a conflict which will be resolved in accordance with paragraph 8.13 of the Face to Face Contract ITT IFA, by accepting the information, answer or document least favourable to the Applicant.

Q.1.15. If a firm wants to open an additional Office after the tender process has concluded, is this possible if this was not indicated as part of our Tender?

A. Applicants must submit an Individual Bid for each Office from which they wish to deliver Contract Work in the relevant Category during the Contract Period.

With the exception of Immigration and Asylum there will be no further opportunity for Applicants to open additional presences during the Contract Period. In Immigration and

Asylum Providers will, in accordance with paragraph 2.33 of the Face to Face Contract ITT IFA, be able to add and/or remove additional presences in the wider Procurement Area (i.e. outside an Access Point) which are either a Part Time Presence or a Permanent Presence during the Contract Period with the agreement of their LAA Contract Manager to respond to changing dispersal patterns and asylum intake into a region. These additional presences will not receive a separate allocation but, subject to validation of address details, will be added to the Schedule for the relevant Office and the Applicant will be able to use Matter Starts allocated to their linked Office from additional presences in the same Procurement Area.

Q.1.16. We currently have an outreach location approved under our current contract. Can you confirm that this arrangement will be continued under the new contract from 1st September 2018?

A. No outreach arrangements will not be automatically continued under the 2018 Standard Civil Contract. Any new outreach arrangements will need to be agreed with a Provider's LAA Contract Manager following the Contract Start Date.

The only exception to this is in respect of Family Mediation Outreach where, in accordance with paragraph 2.32 of the Face to Face Contract ITT IFA, if an Applicant's Tender is successful, the Applicant may additionally confirm at verification any Outreach locations in England and Wales from which they wish to deliver Family Mediation Contract Work and, subject to validation of address details, will be added to the Schedule.

Q.1.17 A provider responds to an ITT and takes up a contract in 2 Procurement Areas. If, during the contract, the provider was to withdraw from one of those Procurement Areas, will they be able to continue with the contract in the remaining Procurement Area?

A. Yes, provided the Provider continues to meet the Contract obligations to continue to deliver Contract Work in that Category of Law.

Clause 25.1 of the Standard Terms requires you to give us 3 months' notice of termination of the contract.

Q.1.18 The names of the people who might be required to give an indemnity will likely change between now and July 2018. Are we obliged to list those people now? Can we say "Details to be provided on Verification" and/or if we are obliged to provide a list now, and the names change by July 2018 will we be penalised or have our bid invalidated as a result?

Q.1.18 We would expect to see a retirement from the business between now and July 2018 that would result in a change of ownership and indemnity. How would this be dealt with/viewed?

A. As set out at paragraph 1.12 of the Face to Face Contract ITT IFA, Applicants must bid as the contracting entity that they intend to be to deliver Contract Work. Applicants must therefore tender in the form they will be at the Contract Start Date. Where the Applicant is required to provide a Personal Guarantee and Indemnity, they must include in answer to question A.5 of their Selection Questionnaire Response the names of those individuals that will be required and authorised to sign the relevant form at the Contract Start Date.

If the names of those required to sign a personal guarantee and indemnity change before the Contract Start Date, successful Applicants should inform the LAA during the verification process.

Section 2: Office requirements

Q.2.1. The definition of permanent office mentions “shared offices”. Does that imply that a serviced office is acceptable that is open all the time and messages can be taken or does it have to be manned by the organisations staff?

“Across all categories we intend to introduce greater flexibility by allowing remote working arrangements within the face to face contract, such as the delivery of advice via telephone, email and/or video conferencing where appropriate.”

How does this fit with the above?

Q2.1. We understand that the 2018 contract specification encompasses more flexibility in allowing remote working arrangements such as delivery of advice by email, telephone or video conferencing where appropriate.

In that context would the definition of permanent presence in a procurement area allow for services and face-to- face advice being provided through a serviced office arrangement on the basis that the office was available and open to callers for a minimum of 7 hours per day Monday to Friday and advice could either be given over the telephone or video conference or on appointment and there was a separate room or space where clients could be seen confidentially?

Q.2.1 Could you please clarify Rule 2.34 of the 2018 General Spec, which states that "To provide a Permanent Presence you must have a permanent (i.e. continuously occupied by you) Office in the Procurement Area." "Occupied by you" is an additional phrase when compared to the 2013 Contract.

How would this impact if we were considering renting serviced office accommodation? We would envisage a permanent room and interview facility but with reception staff being generic to the building.

Whilst the building and reception would be open and accessible to clients during normal business hours, it may be that we would not always have employed staff at the premises. Is the "occupied by you" intended to ensure that there is a member of our staff at the premises for the 7 hours a day or would permanent rental of a room potentially comply with Contract requirement 2.34?

Q.2.1. We note that the definition of Permanent Presence requires that it must be "physically accessible to Clients and/or members of the public for at least 7 hours". Can you confirm what services members of the public must be able to access when they access the Office and where in the contract this is set out.

A. The requirements that an Applicant’s Office must meet, for both Permanent and Part-Time Presences, are set out at paragraphs 2.33 – 2.37 of the 2018 Standard Civil Contract Specification. Those provisions set out the legal requirements, facilities and opening hours that a provider’s Office must meet.

The Contract does not exclude the use of a serviced office facility provided that the requirements of the Contract are still met and, in particular, that face to face legal advice is available to be delivered from such an office during the seven hour daily opening period on each working day. Where this is not possible due to the provider’s personnel working at full Procurement of Civil Legal Aid Services in England and Wales from 1 September 2018

capacity, it may be necessary to offer an alternative form of tailored assistance/direction should be available e.g. referral to an alternative provider who may have more capacity that day. We do not envisage that this type of service could be provided by a person who is not a direct representative of the firm which holds the relevant contract and in particular could not be delivered by a third party serviced office provider.

In respect of providing more flexibility in allowing remote working arrangements, Providers will have greater control on how they meet client demand. Paragraph 3.17 of the Contract Specification sets out:

“Unless we provide specific written authority in advance, the number of Matters where your Client does not attend you in person either because you accept an application under Paragraph 3.15 or provide telephone or email advice under Paragraph 3.18, must not exceed 25% of your total Matters opened in any Schedule period.”

This provision has been amended from previous contracts to increase the proportion of Matters where an application for Controlled Work can be accepted by post, fax or email without the need for the Client to attend the Office in person from 10% to 25% of Matters over any Schedule period (excluding any such applications that are accepted in order to comply with duties under the Equality Act 2010, which do not count towards the 25% limit).

Q.2.2. I shall be delivering Mental Health Contract Work from a location which meets the definition of a Permanent Presence. This is a home address. As permitted by 9.4 of the Contract Specification we do not see clients from this address and attend to them in other locations. The LAA have always allowed me to withhold the home address from public records and instead publish a PO Box address. The reason being that we deal with particularly vulnerable clients and publicising a home address could be a threat to my personal safety.

Could you confirm that there will be no change in approach – that if we confirm the home address details in the tender that you will keep them confidential i.e. that for the purposes of the tender (and LAA records) that the public records will instead include the PO Box address only.

A. There is no change in approach. You should provide the address of the Permanent Presence for the purposes of the tender and then provide details of the PO Box address as part of the verification process.

The Permanent Presence must meet the all requirements set out in the Contract Specification.

Section 3: Supervisor requirements (apply across all Categories of Law)

Q3.1. What provision is made if a proposed Supervisor has been on maternity leave for the previous 12 months to ensure that they are not discriminated against on the grounds of pregnancy or maternity? Can alternative case involvement and legal competence be provided instead?

A. The LAA's approach to the requirements of the Legal Competence Standard and the Case Involvement Standard where a proposed Supervisor has been on maternity leave is set out in the document "Guidance on Civil Supervisor Requirements (September 2017)", which has been published on the LAA's website alongside the draft 2018 Standard Civil Contract:

<https://www.gov.uk/government/publications/standard-civil-contract-2018>

Q3.2. In relation to the qualification of supervisors, the 2018 Standard Civil Contract Specification states at paragraph 2.17 that:

"The Case Involvement Standard will be measured as at the time a person becomes a Supervisor and at any point during the Contract when we request confirmation of the Case Involvement Standard".

Please would you clarify the point when a person becomes a Supervisor? Is this at the point that they sign and submit the Supervisor Standard and Declaration Form?

A. An Applicant must determine at which point in time an individual meets the Supervisor Standard. An individual must be able to demonstrate that they have the relevant experience to meet the supervisor requirements, as set out in clauses 2.10-2.28 of the 2018 Standard Civil Contract Specification and in the the relevant Category Specific Rules prior to completing and submitting the Supervisor Self Declaration Form.

Q.3.3 If one person meets the standards to be a Supervisor on more than one Category of Law, can they be considered to be a Full Time Equivalent supervisor on those two Categories?

A. No. Unless otherwise set out in the Category Specific Rules, for example in Claims Against Public Authorities, Providers must comply with paragraph 2.10 of the Standard Civil Contract Specification. This requires providers to have at least one full-time (or full-time equivalent) Supervisor in each Category.

A single individual working on a full-time basis as a Supervisor of a single Category can only satisfy this requirement in relation to that Category.

For the avoidance of doubt, a Provider can meet the requirement at paragraph 2.10 by having more than one individual acting as Supervisors in a Category.

In that case, an individual working on a full-time basis could be a Supervisor in more than one Category, but they cannot on their own meet the requirement at paragraph 2.10 in more than one Category.

Q.3.4. May 1 qualified Supervisor based at office 1 supervise a Caseworker at office 2 under paragraph 2.26 of the General Specification?

A. Yes. As set out at paragraph 2.26:

“A Supervisor must not supervise more than four Caseworkers across a maximum of two Offices or across two Providers with one Office each.”

Q.3.5. The requirement is for at least 1 FTE Supervisor who will actively supervise the family contract work tendered for and a 1:4 FTE ratio. Can the person who is the Supervisor of the contract work tendered for also be a Supervisor for 1:4 ratio.

A. Yes

Q.3.6. Our full-time Supervisor will be on Maternity Leave from January 2018 for up to one year. Although still an employee with a full-time contract, she will not be available to supervise when the contract starts.

If we do not have another employee who qualifies as Supervisor to meet the verification requirements, can the contract still be awarded, for example by deferring the use of Matter Starts until she returns?

Does the LAA accept any other kind of arrangements to deal with this situation, e.g. external supervision for a specified period?

A. The contract may still be awarded, however, Applicants will need to provide details of a temporary Supervisor as part of the verification process.

Paragraph 2.24 of the General Specification sets out the circumstances in which a temporary Supervisor may be accepted:

Temporary Supervisor Absence

2.24 If a Supervisor is for any reason temporarily unable to act you may for a period of up to 6 weeks either:

(a) nominate a Caseworker who does not meet all the Supervisor requirements (as defined in Paragraph 2.11) to supervise; or

(b) nominate an external Supervisor to supervise.

2.25 If you estimate that your Supervisor may be unable to supervise for more than 6 weeks, or following completion of the 6-week temporary period described in Paragraph 2.24 the Supervisor is not able to resume supervision, you must immediately inform your Contract Manager who will decide at their reasonable discretion what you must do to comply with the Contract. This may include:

(a) extending the use of an employed Caseworker as Supervisor for a limited period;

(b) formalising the external supervision arrangement for a limited period;

(c) by written notice specifying that you must put in place another employed Supervisor by such period as the notice specifies; or

(d) applying a Sanction.

Q.3.7. Is it possible for a Supervisor to supervise someone that is not based in his Office but in another Office which holds a Contract? If so, are there any additional requirements attached to the supervision?

Q.3.7. If an FTE Supervisor supervises two Offices, is there a minimum amount of time that they must spend in either or both of the Offices and are there any other requirements of them in relation to each Office?

Q.3.7. Where there is a requirement for a Supervisor to be “based at” an Office, is it sufficient for the Supervisor to be based there on a part time basis i.e. would it be sufficient if a Supervisor is based at one Office 2 ½ days and at another Office in a different area 2 ½ days. If so, is there any minimum to the amount of time the Supervisor has to spend in an Office to be based there?

A. A Supervisor is able to supervise at a maximum of two Offices, see paragraph 2.26 of the General Specification.

There is no minimum amount of time that a Supervisor must spend at each Office provided that the Supervisor to Caseworker ratio of 1:4 set out in paragraph 2.26 of the General Specification is met at each Office.

The arrangements that are in place must be such that the Supervision Standards in paragraphs 2.18 to 2.23 can and will be met.

Q.3.8. May one FTE Supervisor supervise Caseworkers in 3 offices if at 2 of the 3 offices Contract Work is only carried out by the Supervisor himself?

A. No. A Supervisor may not supervise at more than two Offices, as set out at paragraph 2.26 of the General Specification.

Q.3.9. Am I able to supervise myself?

Q.3.9 Must a Supervisor actually supervise a Caseworker in order to meet the supervisor standards. The IFA states that the Supervisor must actively supervise the contract work, however, if the Supervisor is the only Caseworker (but they have completed an approved training course) is this acceptable for the generic Supervisor standards?

A. Paragraph 2.10 (b) of the General Specification sets out that it is possible for a Supervisor to be the sole principal in the firm.

If the Supervisor is also the only Caseworker and meets the requirement in paragraph 2.10(b) and the Supervisor requirements set out in the relevant Supervisor declaration form then they may supervise their own work.

Q.3.10. Can you please confirm whether two staff members who both have Supervisor status in terms of accreditation but who job share and provide cover 5 days per week for 7 hours per day satisfy the FTE supervisor criteria?

A. So long as both individuals satisfy all of the requirements to be a Supervisor in the relevant Category, this would meet the requirement at paragraph 2.10 of the Standard Civil Contract Specification to have at least one full time equivalent Supervisor in each Category.

Q.3.11. I moved to my current firm in April 2017. At my previous firm I undertook a number of these cases. I met the requirements for supervisor at my previous firm. Can I rely on these cases in my application for supervisor for a new contract with my current firm? I do not have access to the files or case references but know the names. How do I evidence in my portfolio that I have done this work?

A. Applicants must ensure that proposed Supervisors are able to meet the requirements set out in the Contract. Applicants have until the 6 weeks before the Contract Start Date to provide fully completed and compliant Supervisor declaration forms to verify their Tenders.

It would be possible for individuals to use cases worked on in previous roles at other organisations when completing Supervisor declaration forms and portfolios required to demonstrate compliance with the Legal Competence Standard within a Category. Applicants must provide such information in relation to each individual as is required on the relevant Supervisor declaration form. They must also be able to provide such information as may be required to demonstrate that each individual complies with the Legal Competence Standard as set out in the relevant Category Specific Rules.

Q.3.12. Can a “FTE Supervisor” be made up of a number of Supervisors employed on a part-time basis – for example, can a “FTE Supervisor” be composed of a qualifying Supervisor who works one day a week and another who works the remaining 4 days a week?

A. Yes, a FTE Supervisor can be made up of a number of Supervisors, so long as their total hours adds up to 35 hours a week and they all meet the relevant Supervisor requirements in the particular Category of Law.

Q3.13. If we have two Supervisors who both work full time in both Housing and Community Care, can we put them both forward as Supervisors in both Categories so long as they do not, between them, supervise more than four housing and four community care Caseworkers? In other words, can you work full time and supervise two areas of law, providing you meet the supervisor standards and the firm meets the Supervisor: Caseworker ratio of 1:4?

A. For the Categories of Housing and Community Care, providers must comply with paragraph 2.10 of the Standard Civil Contract Specification. This requires Providers to have at least one FTE Supervisor in each Category. A single individual working on a full-time basis as a Supervisor of a single Category can only satisfy this requirement in relation to that Category.

For the avoidance of doubt, a Provider can meet this requirement by having more than one individual acting as Supervisors in a Category.

In that case, an individual working on a full-time basis could be a Supervisor in more than one Category, but they cannot on their own meet the requirement at paragraph 2.10 in more than one Category.

Under paragraph 2.26 of the Standard Civil Contract Specification a provider must maintain a FTE Supervisor to Caseworker ratio of at least 1:4, one FTE Supervisor for every four FTE Caseworkers at each Office from which they are carrying out work in that Category of Law.

Q.3.14 I note that a Supervisor is only permitted to supervise in one Category of Law. Please confirm whether this prevents a single Supervisor supervising both a Family and Family Mediation contract?

A. The minimum Supervisor requirement for the Family Category is for a provider to employ 1 FTE Supervisor as required at paragraph 2.10 of the Standard Civil Contract Specification.

A single individual working on a full-time basis as a Supervisor of a single Category can only satisfy this requirement in relation to that Category. A FTE Supervisor may consist of more than one individual Supervisor.

A provider could employ the same Supervisor to supervise in both the Family and Family Mediation categories, but they would need to ensure that they employ an additional part time Supervisor in the Family Category to meet the FTE Supervisor requirement in this Category.

A Supervisor for more than one Category must demonstrate that they meet the Supervisor requirements for all of the Categories of Law that they are supervising.

Q.3.15. The draft supervisor declaration forms include some generic supervisor requirements. If an Applicant has not previously had a contract for a specific Category of Law, but does for other Categories, they will not be able to tick the first box ("(has) supervised in the X Category of Law and/or relevant Class of Work at least one FTE Caseworker etc").

In that situation, would the fact that the proposed Supervisor had in fact supervised cases that would fall within this category over the preceding 12 months (though not under the contract) constitute a "relevant class of work" or would the proposed Supervisor in any event have to undergo the supervisor training (notwithstanding that they had previously undergone this training when qualifying as a supervisor in another Category)?

A. In order to qualify as a Supervisor, an individual must have experience or training in supervision. This means that an individual is only required to demonstrate that they meet at least one of the three options set out in box 2 "Generic Standards" of the relevant Supervisor declaration form.

Therefore, where the individual is unable to demonstrate that they meet for example the requirement to have Supervised in the Category of Law at least one full-time Caseworker (or equivalent) for at least one year in the five year period prior to completing this form, they can still meet the generic supervision requirements if they can demonstrate that they have either:

- Completed an approved training course covering key supervisory skills no earlier than 12 months prior to the completion of this form: and/or
- Completed the Level 3 or higher National Vocational Qualification (NVQ) standard (or any replacement from time to time) in supervising in the previous five year period.

For further clarification please refer to paragraph 16 of the Guidance on Civil Supervisor Requirements (September 2017):

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/645414/guidance-on-civil-supervisor-requirements-september-2017.pdf

Q.3.16. Is it acceptable to have one member of staff as a part time Supervisor in 2 different contract areas? For example, can one member of staff be both a part time Immigration Supervisor and a part time Public Law supervisor in each Category?

A. Under paragraph 14.6 of the 2018 Standard Civil Contract Specification Category Specific Rules- Public Law, only a PTE Supervisor is required in this category who works 17.5 hours a week.

The Supervisor requirement for the Immigration and Asylum Category is for a provider to employ 1 FTE Supervisor. Therefore, a Provider could employ the same Supervisor to supervise in both Categories, however, they would need to ensure that they employ an additional part time Supervisor in Immigration and Asylum to meet the minimum FTE Supervisor requirement in this Category.

A Supervisor for more than one Category must demonstrate that they meet the Supervisor requirements for each Category that they supervise.

Q.3.17. The IFA states that there must be a ratio of 1 FTE Supervisor: 4 FTE Caseworkers.

Does this mean that 1 FTE Supervisor can supervise 8 part time Caseworkers (i.e. 8 Caseworkers each working up to 17.5 hours per week in that Category of Law)?

Can 1 FTE Supervisor supervise 9 part time Caseworkers or more where the Caseworkers work no more than 140 hours per week in that Category between them (i.e. 35 hours per week x 4 = 140 hours)?

A. There is no limit on the number of Caseworkers that a single FTE Supervisor can supervise provided that the total number of hours worked by the Caseworkers is not greater than the hours worked by 4 FTE Caseworkers, as defined in paragraph 2.26 of the General Specification.

The arrangements that are in place must be such that the Supervision Standards in paragraph 2.18 to 2.23 can and will be met.

Section 4: Matter Starts

Q.4.1. In which Lots would I have the ability to self-grant an additional 50% volume of Matter Starts?

Q4.1. You have said that firms can self-grant up to 50% of the allocation of Matter Starts. Paragraph 2.49 says Immigration Applicants bidding in Lot 3 or Above 3 can self-grant matter starts without an upper limit. Do I understand correctly, therefore, that the 50% self-grant limit does not apply to firms with Lot 3 or Above Lot 3 for immigration?

A. As set out at paragraph 1.73 of the IFA: “Applicants awarded a Face to Face Contract will, subject to notifying their LAA Contract Manager and receiving Contract Manager confirmation, be able to self-grant up to an additional 50% of their Matter Start allocation at that Office each year if required.” This is not specific to any Lot.

However, as set out at paragraph 2.49 of the IFA: “Applicants who are successful in bidding in Lot 3 or Above Lot 3 in Immigration and Asylum will be able to self-grant Matter Starts for that Office without an upper limit to conduct work in accordance with paragraphs 1.73-1.76, subject to agreement with their LAA Contract Manager”.

Q.4.2. Will there be a sanction if we do not use all of the Matter Starts granted each year under the Contract?

For example, if you use 180 of 300 starts in the first year, will the next year matter starts be reduced?

Will there be sanctions if we bid for a higher lot and are unable to fulfil 75% of that lot?

Q.4.2. Will we be issued with a minimum number of starts that we must complete if we bid in a Lot? If so what would be the implications of not achieving the minimum amount?

Q.4.2. For Matter Starts to undertake compensation claims for victims of human trafficking and /or modern slavery will there be any sanctions if there is a bid for 25 matter starts but these are not used or required.

A. No. Please refer to paragraphs 1.25 and 1.26 of the 2018 Standard Civil Contract Specification which specifies how Matter Starts will be allocated under a new Schedule.

There is no minimum number of Matter Starts that a Provider must deliver in a Category in a Contract year. Lots determine the maximum volume a Provider may undertake in the first year of the Contract, subject to Contract rules on Supplementary Matter Starts. If a Provider does not use its Matter Start allocation we may reduce it accordingly – see paragraphs 1.16 and 1.17 of the General Specification.

Q4.3. Are we right in our understanding that there is no cap on Matter Starts this time and thus we will have the opportunity to get what we bid for and our bid will not be reduced if there are a large number of firms bidding in a Procurement Area.

A. As set out at paragraph 1.33 of the IFA: “There is no limit to the number of Matter Starts the LAA intends to award in any Procurement Area (or in the case of Immigration and Asylum, Access Point). Successful Applicants will be awarded the volume of work as relevant in the Category of Law they bid for (see the ‘Lots’ section below), subject to completing verification.”

Q.4.4. Please can you confirm if there is a minimum contract size?

Q.4.4. Can you confirm the minimum number of matter starts you can apply for?

A. There is no minimum volume of Matter Starts that must be started in any Category in any Contract year. As set out at paragraph 1.44 of the Face to Face Contract ITT IFA:

“Applicants are not required to stipulate a specific number of Matter Starts as part of their Tender, unless they tender for above the top Lot. Rather, Applicants must choose the ‘Lot’ that corresponds with the volume they expect to be capable of delivering. A successful Applicant will be authorised to deliver up to the volume of Matter Starts associated with the Lot in which it bids, subject to meeting any Lot-specific requirements, assessment of any above top Lot Individual Bids and Delivery Plans and verification.”

Q.4.5. Will we receive an unlimited amount of Licensed Work regardless of what Lot we bid for?

A. As set out at paragraph 1.28 of the Face to Face Contract ITT IFA, there is no limit to the volume of Licensed Work that a Provider may undertake. However, funding applications must be submitted to the LAA for each Licensed Work case.

Q.4.6. In relation to paragraph 1.64 of the ITT; is the initial nominal allocation of Immigration Matter starts received in connection with IRC work IN ADDITION to the Matter Start allocations associated with the lot in which we bid (for example, if we bid for Lot 2 and were authorised to deliver 300 Matter Starts, would any cases arising out of a DDA surgery be additional to that 300)?

A. The Matter Start allocation referred to at paragraph 1.64 is an allocation in addition to that awarded to Applicants’ successful Immigration and Asylum Individual Bid. If an Applicant were to successfully bid in Lot 2 (up to 300 Matter Starts), the Matter Start allocation for IRC work will be separate from other Immigration and Asylum Contract Work at the relevant Office and reflected separately on the Provider’s Schedule.

Q.4.7. At present our allocation for NMS under the Family Contract is 44. We do not require an allocation of 100 NMS which is the allocated starts in Lot 2. However, 20 NMS in Lot 1 is insufficient.

How do you suggest we approach our Tender on the basis that we do not wish to increase our present allocation of 44 NMS, merely to maintain it?

A. There is no minimum number of Matter Starts that a Provider must deliver in a Category in a Contract year. Lots determine the maximum volume a Provider may undertake in the first year of the Contract, subject to Contract rules on Supplementary Matter Starts. If an Applicant anticipates being able to deliver a volume of Matter Starts which is between two

Lot sizes, they may bid for the higher Lot and, as set out in paragraph 1.44 of the Face to Face Contract ITT IFA, will be authorised to deliver up to the volume of Matter Starts associated with the Lot in which it bids, subject to meeting any Lot-specific requirements, assessment of any above top Lot Individual Bids and Delivery Plans and verification.

Q.4.8. Is it possible to transfer Matter Starts between Offices located in different Procurement Areas?

A. As set out at paragraph 1.74 of the Face to Face Contract ITT IFA, during each year of the Contract Period Providers will be able to re-allocate up to 50% of Matter Starts between Offices authorised to deliver the same Category of Law.

Q.4.9. I would be grateful if you could please indicate whether when assessing if an applicant should be given a larger number of NMS than it has previously held (e.g. applying in lot 2 rather than lot 1) whether the fact that a smaller amount of NMS has been delivered in the year previous will be used as a reason to refuse a larger number of NMS under the 2018 Contract.

A. The process by which Tenders will be assessed is set out in section 6 of the Face to Face Contract ITT IFA. Applicants that are new, opening new Offices or seeking to expand may do so and bid for the volume of work they anticipate being able to deliver in the first year of the Contract Period. Those bidding for the largest volumes of work in each Category (above the top Lot) must, in accordance with paragraph 1.45 of the Face to Face Contract ITT IFA:

- confirm as part of their Individual Bid the volume of Matter Starts they anticipate being able to deliver in the first year of the Contract; and either
- confirm that from the Office associated with the Individual Bid they have started the same volume or more Matter Starts under a legal aid contract in the relevant Category of Law between 1 September 2016 and 31 August 2017; or
- complete a Delivery Plan.

Where an Applicant is required to complete a Delivery Plan as part of an Individual Bid, this will be assessed following the approach detailed at paragraphs 6.16 – 6.25 of the Face to Face Contract ITT IFA.

Section 5: Above Top Lot bids

Q.5.1. Applicants will need to complete a Delivery Plan if they are bidding above the top Lot and/or to deliver more Matter Starts than they did from that Office between 1 September 2016 and 31st August 2017.

Paragraph 2.33 says that in Immigration and Asylum, Applicants can, at the verification stage, name other offices in the Procurement Area from which they will have a presence, and these will be listed in their Schedule but not have a separate Matter Start allocation.

If the Applicant has undertaken the relevant number of Matter Starts from their network of offices, but has not undertaken them from the Office from which they are bidding, will they need to complete a Delivery Plan?

A. Yes. If the Office from which they bid has not delivered the volume of Matter of Starts bid for, then they must complete a Delivery Plan. The LAA will review its own records by using the Office address and LAA Account Number provided to check the volume of Matter Starts delivered in the 12-month period specified against the volume bid for.

Where the LAA's records do not confirm that the volume of Matter Starts has been delivered and where no Delivery Plan has been provided, the Applicant will receive the volume of Matter Starts reported as opened in that Office as set out in paragraphs 6.17 and 6.18 of the IFA.

Q.5.2. We are completing our above Lot 3 bid in Immigration & Asylum. Our records indicate that we have started X matter starts between 01.09.16 - 31.08.17 from our Office. How can we check this to make sure that this accords with the figures that the LAA hold as we wish to bid for the same amount of matter starts and thus, we understand, do not need to complete a delivery plan?

A. Applicants who are current providers of Contract Work in the Category of Law in which they intend to tender can review their own records held on the Contract Work and Administration (CWA) system to confirm the number of Matter Start reported as opened between 1 September 2016 and 31 August 2017.

Q.5.3. What additional factors will the LAA take into consideration when reviewing Matter Starts opened between September 2016 and August 2017 in Immigration and Asylum, i.e. NASS dispersals to the local area etc.

A. As set out at paragraph 1.45 of the Face to face Contract IFA:

“An Applicant submitting an Individual Bid for above the top Lot (e.g. for Family this would be ‘Above Lot 3’ (over 250 Matter Starts)) must:

- confirm as part of their Individual Bid the volume of Matter Starts they anticipate being able to deliver in the first year of the Contract; and either
- confirm that from the Office associated with the Individual Bid they have started the same volume or more Matter Starts under a legal aid contract in the relevant Category of Law between 1 September 2016 and 31 August 2017; or
- complete a Delivery Plan.”

In circumstances where a Delivery Plan is not provided the LAA will review its own data in accordance with paragraphs 2.16 – 6.20.

Where an Applicant completes a Delivery Plan, they must explain how they intend to build capacity and caseload to deliver the volume of Matter Starts bid for, how the Applicant anticipates clients will access the services offered, and how the Applicant will ensure that supervision arrangements are in place to effectively manage the intended volume of work and which will be assessed in accordance with paragraphs 6.21 – 6.25.

Q.5.4. Do we need to submit a Delivery Plan if we are bidding in Lot 1?

Q.5.4. We do not currently have a legal aid contract. Do we have to complete a Delivery Plan even if we are not bidding above the Lot?

Q.5.4. When do Applicants need to complete a Delivery Plan?

A. Paragraph 1.42 of the Face to Face Contract ITT IFA provides a summary of the Lots in each Category in which an Applicant may need to provide a Delivery Plan. As set out at paragraph 1.45 of the IFA, an Applicant submitting an Individual Bid for above the top Lot (e.g. for Family this would be 'Above Lot 3' (over 250 Matter Starts)) must:

- confirm as part of their Individual Bid the volume of Matter Starts they anticipate being able to deliver in the first year of the Contract; and either
- confirm that from the Office associated with the Individual Bid they have started the same volume or more Matter Starts under a legal aid contract in the relevant Category of Law between 1 September 2016 and 31 August 2017; or
- complete a Delivery Plan.

Q.5.5. We have recently closed 2 offices. We would like to use the fact that we have opened matters starts for the 2 previous offices in our application, so that we are awarded more matter starts in the 2 remaining offices than were actually opened in those offices in the year 1 September 2016 until 31 August 2017. Overall, we would wish to have the same number of matter starts as we have had no reduction in staff. How do we present that information in our application?

A. The LAA is unable to advise Applicants on how to tender or structure their Individual Bids. Applicants must decide which Lot to tender for. If they bid for 'above the top Lot' in a Category and tender for a volume of Matter Starts which is greater than that started in the relevant Category at the Office associated with the Individual Bid between 1 September 2016 and 31 August 2017 they must, in accordance with paragraph 1.42 of the Face to Face Contract ITT IFA, complete a Delivery Plan. Applicants may not aggregate work started at locations other than the Office associated with the Individual Bid.

Section 6: Miscellaneous Work

Q.6.1. Each ITT refers to Matter Starts to undertake compensation claims for victims of human trafficking and /or modern slavery. If we wish to receive an allocation of 25 Matter Starts in total (as a firm) but are bidding to deliver 3 categories of Law how should we apply? Do we have to bid under each ITT or just one? If we need to apply only once, under which ITT should we apply?

A. Applicants wishing to bid to deliver Matter Starts to undertake compensation claims for victims of human trafficking and/or modern slavery will only be required to submit their bid **once** and can do so in any Category ITT they wish.

As set out at paragraph 1.81 of the IFA Applicants responding to more than one ITT do not need to complete the Business Case as part of each ITT Response where they are bidding for more than 25 Matter Starts to undertake this work.

Q.6.2. The Miscellaneous category includes compensation for the victims of human trafficking and modern slavery as this is an emerging area where demand may develop. We understand that we can bid for more Matter Starts for these cases within the Miscellaneous category if we anticipate a demand.

Can we use the automatic allocation of 5 for this, or do we have to bid for a specific allocation?

Will we be able to increase the allocation in years 2 and 3 of the contract if the demand increases?

A. Applicants will be able to use the automatic allocation of 5 Miscellaneous Work Matter Starts to undertake compensation claims for victims of human trafficking or modern slavery. If Applicants anticipate that they will require more than 5 matter starts for this work then they should bid for a higher amount. Applicants can bid for up to 25 Miscellaneous matter starts without providing any further information. These additional 20 Miscellaneous matter starts must be used to provide advice to victims of human trafficking and modern slavery. If Applicants wish to bid to delivery more than 25 Miscellaneous Matter Starts to assist victims of modern slavery or trafficking then Applicants will need to submit a Business Case as per paragraph 1.80 of the IFA.

There are no sanctions if the Matter Starts are not used as set out in the answer to question 4.2.

Paragraph 1.73 of the IFA sets out that if demand increases then you can apply to your contract manager for an increase in Miscellaneous matter starts.

Q.6.3. If a provider requests 25 miscellaneous matter starts for compensation claims for victims of trafficking and modern slavery, and does so in 3 different ITT responses, will they be awarded 75 matter starts in total? If so are they required to submit a business case for this or as they have requested the minimum lot in each ITT response is this not necessary?

A. As set out at paragraph 1.81 of the Face to Face Contract ITT IFA:

“Applicants responding to more than one ITT do not need to complete the Business Case as part of each ITT Response. They need to complete one business case and include this as

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part of the ITT Response of their choice. Where an Applicant submits more than one Business Case, the LAA will assess only the last submitted before the Deadline.”

Q.6.4. If you tick the box to be able to take on compensation claims for victims of human trafficking and or modern slavery, do you have to have a Supervisor with different qualifications or experience or can they be supervised by the Supervisor of the ITT you are applying for?

A. There are no separate Supervisor requirements in relation to compensation claims for victims of human trafficking and/or modern slavery.

The work will be supervised by the Supervisor of the Category(ies) of Law you are applying for.

Section 7: Minimum Contract Requirements

Q.7.1. We wish to retain a family contract and undertake certificated work. However, we do not seek any matter starts for legal help as we propose to undertake such work pro-bono due to the high level of administration required for legal helps. We meet the criteria but feel it would be a waste of matter starts to simply apply and not use them. How do we proceed with a bid?

A. As set out at paragraph 1.42 of the IFA, Applicants who wish to bid to deliver Family Contract Work may bid to deliver Licensed Work only, by submitting a Tender in the Licensed Work Only Lot. In doing so, Applicants would not be required to bid for or, if successful, deliver Matter Starts under the Contract.

Q.7.2. We would like to tender for an additional office undertaking Family Contract Work, but only providing a part time presence. The ITT declaration says we confirm that each office will be a permanent presence to deliver family contracts. Can we not apply for a part time presence for a family contract? If we can, what do I need to complete?

A. It is not possible for Applicants to deliver Family Contract Work on the basis of a part-time presence. As set out at 2.39 of the IFA, it is a requirement that each Office in the Procurement Area in which the Applicant is tendering to deliver Family Contract Work will be a Permanent Presence from the Contract Start Date

Q.7.3. If I bid for a Welfare Benefits Contract and am unable to get a Supervisor in time to pass verification, do I risk losing the Housing and Debt Contract as well?

Q.7.3. If we tender for Categories of Law but are then unable to provide verification at the verification stage in relation to one Category, will our contracts in other Categories still be awarded?

A. Where the Applicant is unable to meet the requirements of the Welfare Benefits Category of Law but is able to demonstrate that they meet the requirements of the Housing and Debt category, there will be no impact on the award of Housing and Debt contract.

If an Applicant were unable to verify the Housing and Debt element of an Individual Bid (or Tender), they would not be awarded a 2018 Face to Face Contract to deliver Welfare Benefits work only. In this situation, the LAA would act in accordance with paragraph 7.4 of the IFA which states: "Where the Applicant has not submitted information in accordance with the verification process for either an Individual Bid or its entire face to face Contract award 23:59 on 20 July 2018, then the award in respect of an Individual Bid or the entire Face to Face Contract may be withdrawn as applicable."

Other than this, each ITT Response will be assessed separately and in the event that an Applicant's ITT Response for one Category were unsuccessful, other ITT Responses would not be automatically rejected

Q.7.4. Where can I find out which Procurement Area my office is in for the purpose of satisfying the Permanent Presence requirements?

A. Please refer to paragraph 2.29 of the Face to Face Contract ITT IFA. There is no postcode tool for this procurement process. Rather, Applicants (except those responding to the Family Mediation ITT only) should check that they tender in the correct Procurement Area (or Access Point) for their Office(s) by entering the postcode for their Office (or intended Office) into the 'Find your local council' tool on the Gov.uk website: <https://www.gov.uk/find-local-council>. Annex A of the Face to Face Contracts IFA lists the Procurement Areas for each Category (and Immigration and Asylum Access Points) and the local authorities included in each.

Q.7.5. We have recently opened a new office with the intention to meet the wider geographic requirements of our clients. We do not currently have a contract for Community Care in place for this location. What information do we need to provide to demonstrate our credibility to service your needs from this office? Is there flexibility on how we deliver this service, for example, 1 day a week or remotely?

A. The Category-specific requirements for an Applicant wishing to deliver Community Care Contract Work are detailed at 2.72-2.73 of the Face to Face Contract ITT IFA. The specific questions an Applicant responding to the Community Care ITT are set out in the e-Tendering system and replicated at Annex B of the IFA.

Q.7.6. Can a or the Category Supervisor be one and the same as a or the Category Authorised Litigator?

A. Yes

Section 8: Mediation Contract Accreditation

Q.8.1. Paragraph 2.80 in the family mediation category specific requirements refers only to the Family Mediation Council (FMC) Accreditation. The Law Society's family mediation accreditation scheme remains separate from the FMC Accreditation and the reaccreditation standard is arguably more onerous. Both the Law Society and the FMC Accreditation standards were designed to meet the standards of the Family Mediation Standards Board. The Law Society is of course a member of the FMC. Please will you confirm that the Law Society family mediation accreditation standard is acceptable and considered to be the same as the FMC Accreditation for the purposes of this tender.

A. In order to meet the Mediation Contract requirements, mediators must hold Family Mediation Council Accreditation (FMCA). The Law Society's Family Mediation Accreditation will not allow mediators to meet this requirement.

Where a mediator does not currently hold FMCA but holds The Law Society's Family Mediation Accreditation and wishes to undertake Mediation Contract Work under a 2018 Contract, they must apply to hold FMCA.

Q.8.2. Could you please define 'employed' as set out at paragraph 2.80 of the Face to Face Contract IFA, which states: "Any Mediator undertaking Mediation Contract Work will be employed and will hold Family Mediation Council Accreditation". If mediators are self-employed is this acceptable?

A. "Employed" is not a defined term in the contract. Mediators may be self-employed but will need to have a formal agreement setting out the arrangements in place which must be sufficient to ensure accessibility to the Supervisor by internal mediators and adequate supervision over the contract work as set out at paragraph 2.16 of the Mediation Category Specific Rules. Providers must be able to provide documentary evidence of these arrangements on request.

Q.8.3 Can you clarify the meaning of paragraph 3.11 of the Mediation Specification?

A. Paragraph 3.11 of the Mediation Specification means you may only claim for a Mediation and Information Assessment Meeting (MIAM) when you have provided this service to the client i.e. when there has been a consideration of whether the dispute, the parties and all the circumstances are suitable to mediation.

Q.8.4. Paragraph 4.14 of the Mediation Specification appears to cover the situation where firstly we can close a matter and claim our costs and secondly where a case has "gone quiet". The first situation you refer to is the "normal" situation where mediation breaks down or is been completed and we proceed to make our claim. However, it is the second situation which we don't understand. You state that this is where the "parties will either not continue with mediation" OR "Mediation has been completed and three months elapsed."

Is the "and three months elapsed" to be read in conjunction with the "parties will either not continue with mediation" In other words is there a three-month minimum

period that must elapse before we can make a claim? The two situations are exactly the same (broken down or completed) save the first is you are requiring us to be "sure" and the second is "reasonably sure", the only other difference is the three-month reference and we are not sure of the three-month context.

A. Paragraph 4.14 of the Mediation Specification sets out two circumstances when a Provider may claim payment. The first is where Providers are sure the mediation has completed (either it has ended or it is clear that the parties will not return). In these circumstances, Providers can claim payment immediately.

The second circumstance is where Providers are reasonably sure, but there is a level of uncertainty, that the mediation has completed. For example, a Provider may be unclear if the parties will return. In these circumstances, a Provider may only claim payment after 3 months have passed since the last mediation session.

Q.8.5. Para 7.9 of the Mediation Specification appears to put an obligation on a family mediation service to provide cost information, including details of the statutory charge, contributions and potential legal fees and disbursements. While such information may be readily known to a law firm, is the LAA requiring a family mediation service to meet this requirement?

A. Yes. This requirement was previously in the Mediation Quality Mark and requires Providers to provide costs information to the client. This information is to enable clients to understand the cost differential between mediation and legal advice/representation and does not need to be detailed.

Q.8.6. Please clarify where we should list our current outreach locations in the ITT and where we should list desired additional outreach locations.

A. There is no opportunity to detail Family Mediation Outreach locations as part of an Applicant's response to the Family Mediation ITT. As stated at paragraph 2.32 Face to Face Contract ITT IFA, "For Family Mediation Applicants are required to tender for a single Office in England or Wales through which all Family Mediation Contract Work will be reported. Applicants responding to the Family Mediation ITT must state the town or city in England or Wales in which their Office is or will be based. If their Tender is successful, they may additionally confirm at verification any Outreach locations in England and Wales from which they wish to deliver Family Mediation Contract Work and, subject to validation of address details, will be added to the Schedule."

Q.8.7. I understand that I only have to put forward our main mediation location when compiling the bid and that I can add further locations after our bid is successful. I would like to know if there is a limit on the amount of outreach locations we can add.

A. There is no maximum number of Family Mediation Outreach locations that an Applicant who is successful in tendering for Family Mediation Contract Work may request to be added to their Schedule.

Section 9: Submission of verification information

Q.9.1. Please clarify whether or not we have to submit verification information, such as Supervisor Declaration Forms with the Tender (i.e. the SQ and ITT)?

Q.9.1. I would like to establish a new firm with a new contract next year, however, I am yet to give my notice to my current employer where I am a Supervisor. Will it create problems for our new firm bid if we are also named as supervisors etc on the old firm bid or does it just matter by the time of validating the offers next year?

A. There is no opportunity to submit verification information such as Supervisor Declaration Forms as part of an Applicant's tender.

As set out at paragraphs 7.1 and 7.2 of the IFA, requests for verification information will be sent to Applicants at the same time as they are notified that they have been successful. Verification (which includes submission of compliant Supervisor Declaration Forms) must be concluded at least six weeks before the Contract Start Date.

So, Supervisor Declaration Forms are information which is only needed for verification of the new firm and old firm Tenders referred to in this question. But, in terms of the information to be submitted by the old firm and new firm when verifying their respective Tenders, please note the provision in Paragraph 2.26 of the Standard Civil Contract General Specification. This states "...For the avoidance of doubt a Supervisor may only be employed on a full-time basis by one Provider....".

Q.9.2. Do fee earners who already have supervisor status have to complete and submit the supervisor standard and declaration form?

A. Yes. The LAA will require Applicants who have been notified of the LAA's intention to award a 2018 Contract to provide relevant Supervisor Declaration Forms for each individual they wish to act as a Supervisor under the 2018 Contract as part of the verification process. Further information on verification is set out at Section 7 of the IFA.

**Q.9.3 We do not currently employ a Supervisor. Is there any detriment to an Applicant if we submit a Tender without one?
What happens if we cannot employ a Supervisor by 6 weeks before the Contract Start Date?**

A. Applicants are not required to employ a Supervisor at the time of tender, however by submitting a Tender they commit to meeting the applicable requirements for the Category(ies) of Law in which they bid.

As set out at paragraph 7.3: "It is the Applicant's sole responsibility to ensure they provide us with all the necessary information to evidence they meet the relevant verification requirements no later than 23:59 on 20 July 2018."

The consequences of not meeting the verification requirements by this deadline are set out at paragraph 7.4: "Where the Applicant has not submitted information in accordance with the verification process for either an Individual Bid or its entire face to face Contract award by 23:59 on 20 July 2018, then the award in respect of an Individual Bid or the entire Face to Face Contract may be withdrawn as applicable."

Q.9.4. Am I required to upload the Personal Guarantee and Indemnity form now or during the verification process?

A. There is no opportunity to submit a Personal Guarantee and Indemnity as part of an Applicant's Tender. As set out at paragraphs 7.9 -7.13, Applicants with limited liability (unless a registered charity) must provide a Personal Guarantee and Indemnity in addition to meeting the verification requirements. Where an Applicant that is required to do so, fails to provide a properly completed Personal Guarantee and Indemnity by the Contract Start Date, the LAA will withdraw its offer of a Contract.

Q.9.5. If you bid for a higher Lot for example Lot 3 but at the time of verification cannot meet all the requirements but can for Lot 2, will you be dropped down to that Lot?

Q.9.5. One of our staff is applying for panel membership. If successful by the Contract Start Date, we would be able to bid for Lot 2. If we were to submit a bid for Lot 2 and then he is unsuccessful will we be refused a contract or would it be changed to a bid for Lot 1?

A. As stated at paragraph 7.5 of the Face to Face Contract ITT IFA, the LAA will reclassify an Individual Bid in the Family, Housing, Immigration and Asylum and Mental Health Categories of Law where an Applicant is unable to provide satisfactory evidence that they meet the requirements of a higher Lot but is able to provide satisfactory evidence that they meet the requirements of a lower Lot.

Q.9.6. I am aware that the LAA will conduct a LOT verification process as set out at paragraphs 7.3 and 7.5. Can you advise if this is only for those firms that apply for above Lot 3 or will it be for all LOT applications apart for LOT 1.

A. All successful Applicants will need to verify their Individual Bids and the verification requirements for each Category are detailed at Annex C. Verification requirements will depend on the Lot for which the Applicant has bid. Please refer to Section 7 of the Face to Face Contract ITT IFA.

Q.9.7. We have two supervisors who are currently on maternity leave returning next year before the start of this contract. We are therefore bidding for a contract on the basis they return. If we therefore apply for Lot 2 under Housing, Debt and Welfare Benefits and are awarded this and they do not return next year, will the LAA agree to us then limiting the Matter Start to Lot 1?

A. The LAA will award the Matter Starts associated with the Lot bid for. Where Applicants do not utilise the full allocation of Matter Starts within a Schedule Period the LAA may take action to reduce the allocation awarded, either within the Schedule Period or in the next Schedule Period. Applicants should refer to question 4.2 above for further information.

Section 10: Withdrawing from Individual Bids

Q.10.1. Can successful firms accept part of what they are offered? Either in terms of accepting a contract for one Office but not another, or for one Category of Law but not another?

A. Yes, for Face to Face Contracts, it will be possible for Applicants to withdraw from Individual Bids. The answer to question 7.3 is also relevant. It refers to the consequences for the Housing and Debt element and Welfare Benefits element of an Individual Bid where an Applicant fails to verify one of those elements.

Section 11: Key Performance Indicators

Q.11.1. The 2018 Standard Civil Contract Specification sets out the circumstances in which enhancements to hourly rates can be claimed (6.13-6.16).

KPI 2 states that the aggregate amount that costs claimed are reduced by must not exceed 15%.

Please would you clarify whether a refusal or reduction of enhancement is classified as a reduction in costs?

A. KPI 2 measures the aggregate amount of costs claimed in relevant Licensed Work cases that are reduced on assessment (after any appeals have been completed). This includes any reduction of costs claimed as an enhancement in those cases. The aggregate amount that is reduced must not exceed 15%.

Section 12: Immigration and Asylum Contract Requirements

Q.12.1 We currently hold a Face to Face Immigration and Asylum Contract based in the County of Gloucestershire in the South West Procurement Area. The IFA requires bidders to have an Office in either the City of Bristol, South Gloucestershire and North Somerset, or City of Plymouth and Devon, or Swindon Access Points. On this basis we would no longer be able to apply to deliver Immigration and Asylum Contract Work from September 2018.

Is this an error or is there a particular reason why a decision has been taken to exclude Applicants based in Gloucester in this way?

A. We are aware that there is an error in the information provided in Annex A and we published further information on this in the Face to Face Contract amendment notice published on 19 October 2017.

Q.12.2 Please can you advise if there is a requirement for level 2 Senior Caseworkers to be employed/employees under the terms of the contract? Is it permitted to have consultant arrangements with level 2 Senior Caseworkers?

A. As long as the Caseworker in question is not also a Supervisor under the Contract, Applicants can have such arrangements with Caseworkers, as set out at paragraphs 2.27 and 2.5 of the Standard Civil Specification.

A 'Caseworker' means a person other than a Supervisor who:

- (a) is either an employee or is an Agent who complies with all the conditions set out at Paragraph 2.5;
- (b) regularly undertakes civil legal advice work in the relevant Category
- (c) is a fee-earner to whom a specific caseload of Contract Work in the relevant Category is allocated and who is responsible for the progression of those cases (under supervision).

If the Senior Caseworker is also a Supervisor for the purposes of the Contract, such arrangements would not be acceptable. Supervisors must be either a sole principal, employee, partner, director or member of the Applicant, in accordance with paragraph 2.11 of the Standard Civil Specification.

Q.12.3. The Immigration & Asylum ITT includes a requirement for Applicants submitting Individual Bids for Lot 2 (or above) to be able and willing to undertake the full range of Licensed Work in that category of law. By implication, as that would necessarily involve representation at court, an Applicant would only be able to be 'able' to undertake this work if it has access or can otherwise utilise the services of an Authorised Litigator.

Can the LAA confirm if all Applicants bidding for Lot 2 must employ an Authorised Litigator or if it is sufficient for them to have access to an Authorised Litigator. Can you confirm if this may be on a part time basis?

Q.12.3. Annex C of the IFA for the ITT (page 150) refers to an 'Authorised Litigator' being required for the Immigration and Asylum Category for Lot 2, Lot 3, above Lot 2

or above Lot 3 and also to a “roll number”. Is this an error? A bidding entity may be regulated by the OISC in this Category and otherwise comply with all other requirements as to IAAS accreditation without the need for an “Authorised Litigator”.

A. Applicants bidding for Lot 2, Lot 3, above Lot 2 and above Lot 3 in the Immigration Category must employ an Authorised Litigator on at least a part time equivalent basis and must be able to demonstrate their experience of undertaking cases within the Category of Law they are authorised to provide.

The requirement will be set out in the Applicant’s Contract Schedule at footnote 7 as follows:

“For each Procurement Area in which you have been allocated 300 or more Matter Starts in the Immigration and Asylum Category of Law you must be able and willing to undertake the full range of Controlled Work and Licensed Work in that Procurement Area.”

An Applicant in the Immigration and Asylum Category may be regulated by OISC as part of its direct regulation of entities (in accordance with the Immigration and Asylum Act 1999). Please see the answer to question 2.1 of the Selection Questionnaire FAQ.

However, Applicants intending to conduct “reserved legal activities” (as defined under the Legal Services Act 2007), which includes the conduct of litigation, will be required to comply with the requirement to have an Authorised Litigator irrespective of which Lot they apply for. OISC registered individuals are not necessarily permitted to undertake the full range of activities required during litigation.

Q.12.4. Please can you advise what the position will be if in completing our tender application we have chosen LOT 2 or LOT 3 stating the IRCs that we wish to conduct the DDA and DCA, however after the contract has been awarded we are unable, due to operational or other reasons, to either provide services to one or more of the selected IRCs. will we be able to withdraw from the Rota list for the particular IRC or seek a downgrading of the LOT if necessary?

A. Providers will be able to withdraw from their Contract in whole but not in part (see clause 25.1 of the 2018 Contract Standard Terms. However, Providers may request an amendment to their Contract in accordance with clauses 13.13 – 13.15 of the 2018 Contract Standard Terms. This includes in relation to the temporary or permanent reduction or cessation of any Contract Work (13.14(b)). Clause 13.15 sets out the circumstances in which it would be reasonable for the LAA to refuse such a request.

Q.12.5. In relation to IRC work (lots 2 and/or 3); is there a minimum number of rota weeks/slots we have to bid for in relation to the DDA surgeries? Can we decide how many weeks we want to participate in the rota as part of our bid?

A. No. As set out at paragraph 1.59 of the Face to Face Contract IFA:

“There is no limit to the number of Applicants that can be awarded an IRC Exclusive Schedule. The available Rota work for an IRC will be divided proportionately between the organisations that successfully tender. In the event that a single Applicant bids to deliver Contract Work at an IRC the Applicant would be awarded all the Matter Starts for that IRC and be required to deliver the entire Rota”.

Q.12.6. If a bid is made for Lot 2 with an IRC contract if it is found that we do not qualify for an IRC contract, would the matter then be reclassified as a lot 2 bid? If it was then found that we do not qualify for a lot 2 bid, would the matter then be further reclassified as a lot 1 bid?

A. The LAA will only award a Contract where the Applicant can provide evidence at verification that it meets the relevant requirements for the Lot tendered for. As set out at paragraph 7.5 of the Face to Face Contract ITT IFA, the LAA will reclassify an Individual Bid in the Family, Housing, Immigration and Asylum and Mental Health Categories of Law where an Applicant is unable to provide satisfactory evidence that they meet the requirements of a higher Lot but is able to provide satisfactory evidence that they meet the requirements of a lower Lot.

Q.12.7. How do we know whether we can bid in Lot 3 for Immigration and Asylum? On what basis will contracts be awarded?

A. Paragraph 2.45 of the Face to Face Contract ITT IFA details the requirements an Applicant wishing to bid for Immigration and Asylum Contract Work must meet. There are additional requirements for Applicants wishing to bid for Lot 2, above Lot 2, Lot 3 and above Lot 3 and Applicants are advised to refer to this paragraph of the IFA for further information of the tender requirements. Details of how ITT Responses will be assessed are set out at Section 6 of the IFA.

Q.12.8. If we are considered to be in Lot 3, on what basis will the IRC detention work such as DDA and DAC be distributed between successful Applicants? Is there a different distribution or Lot 3 bidders?

A. As set out at paragraph 1.59 of the Face to Face ITT IFA, there is no limit to the number of Applicants that can be awarded an IRC Exclusive Schedule. The available Rota work for an IRC will be divided proportionately between the organisations that successfully tender.

Q.12.9. We have an Office in Milton Keynes (Access Point Buckinghamshire), does that mean (that if successful) we are would be able to offer services throughout the Procurement Area and wider region of "London and South East England"?

A. If you have a Permanent Presence in an Access Point you may in addition to that location open one or indeed several Offices in any other location in the same wider Procurement Area at either a part time or permanent presence. These Offices can be added, removed or amended at any time. Any additional Office(s) within the wider Procurement Area must be an Office which meets the requirements of the contract (see 2.33 – 2.37 of the Specification).

So, in the example given, where you have an Office in the Access Point of Buckinghamshire, you may now open additional Offices anywhere in the wider London and South East Procurement Area.

Q.12.10. We are close to Bedford, which is in the Procurement Area of "Midlands and East of England". Would we need to have a permanent physical Office in that area to offer or services, or could we offer services from our Milton Keynes Office?

A. As part of having a Permanent Presence in an Access Point Providers have always been able to deliver services to all and any clients in the wider Procurement Area. There has never been a restriction to only delivering advice to clients in the Access Point.

In addition, under the 2018 Contract, there is now no longer a requirement that providers deliver a minimum number of Asylum Matters Starts to clients that are physically located (at the time the matter is opened) in the Procurement Area designated for their Schedule.

So, in the example given, services to clients residing in Bedford could be offered from a Milton Keynes Office.

Q.12.11. If an Applicant wishes to rely on paragraph 2.33 of the IFA, at what point do they need to evidence the details/existence of that additional part time/permanent presence?

For Immigration and Asylum Applicants must, in accordance with paragraph 1.32 of the Face to Face Contract ITT IFA, tender from a Permanent Presence in an Access Point as part of an Individual Bid. Where successful, they may additionally confirm at verification any additional locations in the wider Procurement Area (i.e. outside an Access Point) which are either a Part Time Presence or a Permanent Presence and from which they intend to deliver Immigration and Asylum Contract Work.

These locations can also be added, amended or removed at any time during the contract period.

Also see the answer to question 1.15.

Q.12.12. Paragraph 4.14 of the general provisions of the Contract Specification - Does this provision include Legal Help work within what should be taken into account to calculate whether a claim meets the Escape Case threshold?

A. Yes. Paragraph 4.14 Standard Civil Contract Specification sets out that for the purposes of calculating whether the value of a Claim exceeds the Escape Fee Case threshold for the relevant Category, you must not disregard any Contract Work which you have properly conducted on a Matter, or do any such work on a pro-bono or similar basis, following a determination that a Client qualifies for Controlled Work, where the reason for doing so is to escape the fee which would otherwise be payable.

Q.12.13. Paragraph 5.2 of the general provisions of the Contract Specification - Is it correct that this will allow any provider granted a contract in immigration law to have delegated functions? Will this cover grants of emergency funding for judicial reviews? How do providers obtain the authorisation?

Q.12.13. Paragraph 8.11 of the Immigration Specification - It is unclear from the Specification how delegated functions will be authorised, whether this will be in individual contracts or otherwise, and the extent to which these will be supported.

A. A. Authorisations are issued by the Director of Legal Aid Casework under section 5 of LASPO. The Authorisations set out what delegated functions Providers will have.

Q.12.14. Paragraph 5.24 of the general provisions of the Contract Specification - Please can the LAA confirm if “reasonable enquiries” to establish if a client has previously instructed another provider on the same matter will be met by simply asking the client.

A. The LAA cannot provide confirmation as to what would constitute “reasonable enquiries” as this will depend on the circumstances of the case.

Q.12.15 Paragraph 8.5 of the Immigration Specification - Please can the LAA confirm that contracts for IRC work would allow legal providers to accept referrals from immigration detention both directly from clients and from on-site providers?

A. The delivery of Immigration and Asylum Contract Work at IRCs is subject to Exclusive Schedule Arrangements. Therefore, subject to the limited exceptions at paragraph 8.6 of the Immigration and Asylum Category Specification, only Applicants successful in this process and who are awarded an IRC Exclusive Schedule will be permitted to deliver services in the applicable IRC(s) from 1 September 2018.

Q.12.16. Please can the LAA confirm if applications for permission to appeal to the Upper Tribunal which must first be made to the First Tier Tribunal before going direct to the Upper Tribunal will still be covered by CLR? We understand they must be by the drafting of the Specification as it refers only to applications for permission to the Upper Tribunal and not applications made direct to the First.

A. See paragraph 8.96 of the Immigration Specification. A licensed work certificate must be in place before any work in relation to an application is commenced. An appeal for permission to appeal to the Upper Tribunal where lodged before the First Tier Tribunal or the Upper Tribunal should proceed as licensed work.

Q.12.17. Paragraph 8.109 of the Immigration Specification - Can legal providers attending on clients under Detained Duty Advice Surgeries refer clients seen to other legal providers with Schedule authorisation where appropriate as well as take their cases on themselves. This is particularly relevant as the number of clients accessing services under IRC rotas is likely to vary.

A. The volume of work through Detained Duty Advice (DDA) Surgeries is variable. However, as part of bidding for IRC work a Provider must ensure it has sufficient numbers of Caseworkers available each Rota week to meet its obligations to deliver all DDA Surgeries for that week. This includes obligations to deliver contract work to clients who qualify for civil legal services in accordance with Legal Aid Legislation and any Authorisation made under it.

Where an Applicant does have a Schedule authorisation to deliver Contract Work under an IRC Rota they must deliver that Contract Work. If, for whatever reason, the Applicant is unable to meet their obligations under an IRC Rota, they are required to inform us immediately.

The LAA would not expect referrals after the client has been seen at a DDA surgery to be made. The Applicant is required to make a determination during and by the end of the 30

minutes DDA surgery and they must do that and provide Controlled Work where the client otherwise qualifies.

However, exceptionally there may be rare instances where an Applicant is not able to deliver their DDA surgery commitments on a particular day or week and under those circumstances they should inform the LAA immediately so that it can make alternative DDA Surgery arrangements with other Schedule holders.

Applicants may request an amendment to their Contract in accordance with paragraph 13.13 – 13.15 of the 2018 Contract Standard Terms. This includes the temporary or permanent reduction or cessation of any Contract Work (13.14(b)).

Section 13: Part Time Equivalent Supervisor Requirements

Q.13.1. For the Claims Against Public Authorities, Clinical Negligence and Public Law Categories of Law, the requirement is at least one PTE Supervisor, and 1 PTE Supervisor to every 2 Caseworkers ratio.

Does this mean that a FTE Supervisor counts as 2 x PTE and can supervise four Caseworkers?

A. Yes, the minimum supervisor to caseworker ratio per Category is set out at paragraph 2.26 of the 2018 Standard Civil Contract Specification. The minimum ratio is 1 full-time FTE Supervisor to 4 Caseworkers. A provider who employs 2 part-time equivalent (PTE) Supervisors together working the same hours as required one FTE Supervisor, will meet the requirement of 1 FTE Supervisor to 4 Caseworkers. Each PTE Supervisor may not supervise more than 2 full time (or FTE) Caseworkers under this Contract.

Q.13.2. In Public Law, are we required to have one Supervisor per Procurement Area?

A. Paragraph 2.78 of the IFA details the requirements that Applicants responding to the Public Law ITT must commit to meeting by the Contract Start Date. By that date, those Applicants must commit to:

- employ least one PTE Supervisor who meets the Public Law Supervisor Standard and who will actively supervise the Public Law Contract Work tendered for; and
- meet the one PTE Supervisor: two FTE Caseworkers ratio at each Office from which it is tendering to deliver Public Law Contract Work regardless of where the Office(s) are situated.

Paragraph 2.26 of the 2018 Standard Civil Contract Specification is also relevant to this question. That includes a provision that a Supervisor is not able to supervise across more than two Offices. All arrangements that are in place must be such that the Supervision Standards in Paragraphs 2.18 - 2.23 of the 2018 Standard Civil Contract can and will be met.

Q.13.3. Can PTE Supervisors supervise multiple offices and; multiple people?

A. There is no restriction on the number of people that a Supervisor can supervise provided that the Supervisor to Caseworker ratio of 1:4 set out in paragraph 2.26 of the 2018 Standard Civil Contract Specification is met at each Office.

Paragraph 2.26 of the 2018 Standard Civil Contract Specification sets out that a Supervisor is not able to supervise across more than two Offices.

All arrangements that are in place must be such that the Supervision Standards in Paragraphs 2.18 - 2.23 of the 2018 Standard Civil Contract can and will be met

Q.13.4. Please can you confirm whether our Full Time Equivalent Community Care Supervisor can also, at the same time, be our Part Time Equivalent Public Law Supervisor, given the significant potential cross-over between these two Categories?

A. A single Supervisor working full-time in the Community Care Category cannot at the same time be a PTE Public Law Supervisor.

Providers holding a Community Care contract must comply with Paragraph 2.10 of the 2018 Standard Civil Specification. This requires Providers to have at least one FTE Supervisor.

A single individual working on a full-time basis as a Supervisor of a single Category can only satisfy this requirement in relation to that Category.

For the avoidance of doubt, a Provider can meet the requirement at paragraph 2.10 of the General Specification by having more than one individual acting as Supervisors in a Category.

Therefore, the individual could be a supervisor in both Community Care and Public Law, but in order to comply with its requirement at 2.10 of the Standard Civil Contract Specification in relation to Community Care, a Provider would need to employ another Supervisor working on a part time basis in the Community Care Category.

A Supervisor for more than one Category must demonstrate that they meet the Supervisor requirements for all of the Categories of Law that they are supervising.

Q.13.5. Please clarify, by reference to paragraph 14.7 of the Public Law category specific rules, please explain the meaning of the following and provide an example as to the circumstances in which a Public Law Supervisor could also be a Supervisor in another category (in particular Community Care):

Subject to the provisions of this Contract, an individual who is a Supervisor in this Category may also be a Supervisor in another Category of Law but only to the extent that any such individual does not work more than full time equivalent working hours. For the purposes of this paragraph “full time equivalent working hours” means 5 days a week and 7 hours on each such day (excluding breaks).

A. Under Paragraph 14.6 of the 2018 Standard Civil Contract Specification Category Specific Rules - Public Law, only a PTE Supervisor is required in this category who works 17.5 hours a week is required in this Category.

The Supervisor requirement for the Community Care Category is for a Provider to employ 1 FTE Supervisor. Therefore, a Provider could employ the same Supervisor to supervise in both the Public Law and Community Care categories, however, they would need to ensure that they also employ an additional PTE Supervisor in Community Care to meet the minimum FTE Supervisor requirement in this Category.

A Supervisor for more than one Category must demonstrate that that they meet the Supervisor requirements for all of the Categories of Law that they are supervising.

Q.13.6. Can a part time supervisor in public law supervise 5 part time caseworkers in that category of law where between them the caseworkers work no more than 2 full time caseworkers (i.e. 70 hours per week)

A. Yes. There is no limit to the number of Caseworkers that make up a single FTE Caseworker provided their total hours are not greater than 2 FTE Caseworkers as defined in Paragraph 2.26 of the 2018 Standard Civil Contract Specification.

Section 14: Family Contract Requirements

Q.14.1. In the Family Supervisor declaration form, what does it mean by:

“Please give an example of the ability to recognise possible contravention of the rights freedoms expressed in the European Convention on HR 1950”?

What types of examples does the LAA require?

A. There are no specific examples required. Proposed Supervisors may provide details of a particular case they have worked on, however the example provided does not need to be an example of an actual case. The example given must demonstrate the ability of the proposed Supervisor to recognise a possible contravention of the rights and freedoms set out in the European Convention on Human Rights.

Q.14.2. Could you confirm that ALL supervisors have to have an accreditation to deliver Family Contract Work?

Q.14.2. We have a barrister who will become a Family Supervisor for next year. What qualifications does she need - what panel membership/qualification would she have to obtain to be acceptable?

A. All Family Supervisors must meet the standards set out in the Family Supervisor declaration form, which can be found at <https://www.gov.uk/government/publications/standard-civil-contract-2018>

The accreditation requirements for Family Supervisors are set out in the form.

In addition, as set out at 2.39 of the Face to Face Contract ITT IFA. Applicants bidding for Lot 3 in the Family Category must employ at least one PTE member of staff based and regularly working at the Office related to the Individual Bid and who is:

- a member of the Law Society’s Children Law Accreditation Scheme; or
- a member of the Law Society’s Family Law Advanced Accreditation Scheme (having passed the “violence in the home” module or previously held adult party representative status on the Children Law Accreditation Scheme); or
- a Resolution Accredited Specialist in Domestic Abuse.

Q.14.3. We are aware if bidding from multiple offices within a single ITT we can submit individual bids for different lots. Are we able to bid for a licensed only contract in one office and controlled work & licensed work in another?

Q.14.3. Can I bid for Matter Starts from one office and just Licensed Work from another?

A. Yes. As set out at paragraph 1.47 of the Face to Face Contract ITT IFA, an Applicant wishing to bid from multiple Offices within a single ITT (and therefore submitting multiple

Individual Bids) may submit Individual Bids for different Lots. For example, an Applicant may have one Family Individual Bid from Office A for Lot 1 (up to 20 Matter Starts) and another Family Individual Bid from Office B for Lot 2 (up to 100 Matter Starts).

Q.14.4. I wish to bid in two offices for Legal Help and Certificated work. Do I tick "Licensed work" or "Lot 1"?

A. Please refer to paragraphs 1.26 – 1.28 of the Face to Face Contract ITT IFA for information on the work available through this procurement process. The LAA is unable to advise Applicants how to tender. Each must decide how to structure their Tender based on the volume of Contract Work they anticipate they can deliver. Applicants should refer to paragraph 1.42 of the IFA for detail of the Matter Starts that will be awarded for each Category and in each Lot (where applicable). An Individual Bid for Licensed Work only will receive no Matter Start allocation. Please also see the answer to question 14.3 above.

Q.14.5. Will it be a requirement that providers with Matter Starts in the Family Category have to undertake both public (SCA) and private law controlled work or will providers have the option of just taking on public law controlled work.

A. There is no requirement to take on the full range of Family Contract Work, Providers may choose which Family Contract Work they wish to undertake.

Applicants may also apply for a Licensed Work Only contract in the Family Category of Law.

Q.14.6. Paragraph 2.22 of the IFA states that an individual Supervisor may not supervise more than two Offices in total. Paragraph 7.160 of the 2018 Standard Civil Contract (Family Category Specific Rules) states that there must be at least one FTE Supervisor at each Office from which you are delivering work in the Family Category. Please explain how these two statements are reconciled. We have two Offices with only one Caseworker at the second Office. If we were to be granted a Contract with a Schedule for two Offices, do we need to have two FTE Supervisors, one based at each Office, or can one Supervisor (based at our main Office) supervise the Caseworker at the second Office providing the 1:4 ratio is not breached?

A. No. Paragraph 2.10(a) of the General Specification states that a Provider must have at least 1 FTE Supervisor in a Category. It is not a requirement to have 1 FTE in each Office from which you are permitted to conduct contract work in that Category.

Paragraph 7.160 of the Family Category Specific Rules states that when providing Family Contract Work you must maintain a ratio of employing at least one employed full time equivalent Supervisor for every four full-time equivalent Caseworkers at each Office from which you are delivering work in the Family Category. Therefore, one Supervisor can supervise at both Offices in the Family Category, provided that the 1:4 ratio is met at each Office.

Q.14.7 Please clarify the categories of law I need to apply for to be able to proceed with claims on behalf of children/parents for declarations and damages under the Human Rights Act that arose within child care proceedings when acting on behalf of the

Guardian (family – public law children), through the official Solicitor in subsequent proceedings under the Civil Procedure Rules.

A. You only need to apply for a Family contract to do this work. Although there will be an overlap with Public Law/Claims Against Public Authorities Categories of Law, the LAA's intention is to allow Family providers to undertake a claim for damages under the Human Rights Act 1998 relating to a local authority's acts/decisions/omissions in relation to care, supervision and protection of children. We will be amending the draft Category Definitions to the 2018 Standard Civil Contract to clarify the position.

Section 15: Mental Health Contract Requirements

Q.15.1. Qualification as a Mental Health Supervisor requires 2 legal help non-Mental Health Tribunal (non-MHT) cases and the contract clarifies what is meant by this. This includes advice about a hospital managers meeting, a CPA meeting and s.17 leave. All of these are matters for which separate legal help is not available and should form part of the tribunal representation claimed under CLR.

Is it sufficient for these issues to be identified and addressed in a tribunal file, in order to qualify as a Legal Help (non-MHT) case?

No. The Legal Competence Standard for either type of Mental Health Supervisor requires an individual to provide evidence of having completed two non-MHT cases (e.g. matters that would be billed under the “Mental Health – Non-Tribunal Fee.”) All of the examples listed in paragraph 9.21 and 9.29 can in principle be carried out as standalone non-MHT cases, including advice and assistance on a Hospital Manager’s Review, a Care Programme Approach Meeting, and section 17 leave where no application or reference has been made to the tribunal during the relevant Period of Eligibility.

Q.15.2. Is a qualified solicitor who works on licensed work under a legal representation certificate, but not CLR work in a tribunal, (e.g. a solicitor working on Court of Protection welfare applications only) counted as a Caseworker under the mental health contract for the purpose of satisfying the Supervisor: Caseworker ratio?

The definition of a “Caseworker” is set out in paragraph 2.27 of the Specification to the draft 2018 Standard Civil Contract. Subject to the provisions of that paragraph, this would include a qualified solicitor working exclusively on Licensed Work cases in the Court of Protection in the Mental Health Category.

Q.15.3. We currently have one LAA Account Number that covers all work we do both in the South & South East and Midlands & East Procurement Areas; one of which is a Permanent Presence and the other is an Alternative Arrangement.

For our Office which is Alternative Arrangement should we put our LAA Account Number (which is the same as our Permanent Presence Office) or N/A?

A. Please enter ‘N/A’ for your Office which is an Alternative Arrangement.

Q.15.4. For the mental health contract when you’re opting to offer Mental Health in more than one procurement area, the drop-down states Permanent presence or alternative arrangement, for the office, can this be changed at a later date if we agree to one now?

A. An Applicant tendering for Mental Health Contract work must have an Office in England or Wales which is a Permanent Presence and then in each Procurement Area in respect of which it tenders the Applicant must have an Office which is either a Permanent Presence or they must have Alternative Arrangements which meet the requirements set out in paragraph 9.5 of the Mental Health Category Specific Rules.

In relation to moving offices during the procurement process, Applicants should refer to the answer to question 1.4 of the FAQ document relating to the Selection Questionnaire.

Following the Contract Start Date, , Applicants may request to close or relocate an office in accordance with clause 13.14 of the Contract Standard Terms. However, Applicants should also note clause 13.15 of the Contract Standard Terms which sets out, without limitation, the circumstances in which it would be reasonable for the LAA to withhold consent.

Q.15.5. What are the Mental Health supervisor requirements? How many Supervisors do I need to have?

A. Supervisor Standards are set out at sections 2.10 – 2.23 of the General Specification and the Legal Competence Standards are set out in detail in the relevant Category Specification. Minimum Supervisor ratios are detailed at 2.26 – 2.28 of the General Specification.

Q.15.6. In relation to mental health and the accreditation needed for the various lots, can a consultant (an “Agent” as per the SCC 2018) be included as one of our “FTE member of the Law Society’s Mental Health Accreditation Scheme”?

A. Self-employed consultants can be used to meet the minimum number of FTE members of the Law Society’s Mental Health Accreditation Scheme required in each Lot/Procurement Area. Applicants will be required to have the minimum level of accredited FTEs needed for each Procurement Area/Lot at all times throughout the term of the Contract, and be able to show that there are formal arrangements in place to meet this requirement.

Section 16: Claims Against Public Authorities Supervisor Requirements

Q.16.1. Please confirm what will be required by way of portfolio to demonstrate compliance with the Legal Competence general and abuse in care standards. Will the LAA need access to files or should the supervisor maintain a portfolio which contains evidence of such for example, file notes and correspondence?

A. When completing a portfolio for either of the Legal Competence Standards in this Category, the Supervisor is required to provide a list (including case name and reference) of cases to demonstrate compliance with either paragraphs 13.2 and 13.3 if applying to be a Supervisor through the General Standard, and / or paragraphs 13.7 and 13.8 if applying to be a Supervisor through the Abuse in Care Legal Competence Standard.

The LAA may request to review these files during the Contract Period to ensure that these demonstrate the relevant expertise required.

Q.16.2. Paragraph 13.11 of the Contract Specification requires the Supervisor to maintain access to, for the duration of the contract, a number of texts. These include 1 core police/prison law text. This firm will be exclusively dealing with cases concerning Abuse in Care cases. Are we required to maintain access to these texts?

A. Yes, as set out in Paragraph 13.11 of the Claims Against Public Authorities Category Specific Rules a provider will be required to maintain access to the relevant texts listed at bullet points (a) to (e) throughout the Contract Period.

Q.16.3. In identifying cases for paragraphs 13.7 and 13.8 of the Civil Contract Specification, is it permissible to use example cases to demonstrate compliance in more than one case type? e.g. can the same case be used to demonstrate case progression and also alternative remedies?

A. Yes, provided the cases used demonstrate compliance with the requirements set out in paragraphs 13.7 and 13.8 of the Claims Against Public Authorities Category Specific Rules, it is permissible for an individual to use the same case to demonstrate their ability to meet the requirements of the case types of the Supervisor Standards in the Claims Against Public Authorities Category of Law.

Q.16.4. The Category Specific Rules for Claims Against Public Authorities (at para 13.2, table 1, point 2) require, as part of the Supervisor's general category standard, to have undertaken work on at least 4 case files in relation to "Complaints Against Public Authorities (Police or Prison Service)".

Please confirm if this would include complaints against the Home Office, immigration removal centres (IRCs) and/or the private contractors that operate the IRCs in respect

of the treatment of detainees in IRCs (eg. in relation to allegations of assault (excessive force), conditions of detention, segregation, failure to provide medical treatment, unlawful restraint etc) If not, which category of law would such work fall within? (This question does not relate to questions of immigration law advice).

A. The subject matter of cases used to demonstrate compliance with the General Legal Competence Standard in Claims Against Public Authorities must relate to the case types in the table at paragraph 13.2 of the Claims Against Public Authorities Category Specific Rules and fall under paragraph 21 or 22 of Part 1 of Schedule 1 to LASPO. It is not relevant who the detaining authority is but rather that the complaint is against a public authority with the power to imprison, detain or prosecute where:

a) there has been a deliberate abuse of position or power that has resulted in foreseeable harm to an individual or property; and/or

b) the case is a claim for damages in respect of an act or omission by a public authority that involves a significant breach of ECHR rights.

Q.16.5. We want to apply for the new Claims against public authorities contract. We currently have a number of cases under our two contracts where we are handling claims and complaints regarding breaches of data protection law (against the police), discrimination (universities) and public law negligence and human rights abuses (local authority social and children's services)

We will have to submit a development plan but as I read the IFA we are not allowed to put forward details of our experience of work that was not funded under an AAP contract. Is this correct?

A. As set out at paragraph 2.76 of the Face to Face Contract ITT IFA, an Applicant submitting an Individual Bid for more than 60 Matter Starts (above Lot 1) in the Claims Against Public Authorities Category of Law must confirm the volume of Matter Starts they intend to deliver in the first year of the Contract. Where the Applicant is unable to confirm that from the Office associated with the Individual Bid they have started the same volume or more Matter Starts under a legal aid contract in the relevant Category of Law between 1 September 2016 and 31 August 2017, they must complete a Delivery Plan as part of their Tender, which will be assessed in accordance with paragraph 6.16 - 6.25 of the Face to Face Contract ITT IFA.

Section 17: Public Law Contract Requirements

Q.17.1 We are currently Public Law providers and we have been able to act for clients in relation to unlawful detention non-JR damages claims under the extended 2013 Public Law contract. We have reviewed the Public Law new 2018 specification and note it doesn't specifically say either way whether or not we can still carry out non-JR damages claims for unlawful detention under this contract. We wanted to check the new position in light of the creation/rebranding of the Public Authorities/Action against Police category.

Can you please confirm whether a public law contract will still allow us to carry out this kind of work (i.e. damages claims for detention cases, including non-JR damages claims), or whether we would also need to bid for a Claims Against Public Law Authorities?

A. The scope of the Public Law Category is set out at paragraph 44 of the draft Category Definitions 2018. Subparagraph 44(b) includes some non-judicial review damages claims concerning human rights to the extent that they are in scope under paragraph 21 or 22 of Part 1 of Schedule 1 to LASPO. However, this subparagraph explicitly excludes matters that fall within the definition of another Category of Law. Unlawful detention damages claims will generally fall within the renamed Claims Against Public Authorities Category and are thus excluded from Public Law. This mirrors the existing position in the 2015 Standard Civil Contract where unlawful detention damages claims against a public authority with the power to prosecute, detain, or imprison fall exclusively in Actions Against the Police (other than where damages are being sought within a judicial review, which may be funded as Public Law).

Section 18: Community Care Contract Requirements

Q.18.1. Is a PTE Supervisor permissible for a Community Care contract?

A. As set out at paragraph 2.10 of the General Specification a provider must have at least one FTE Supervisor working in the Community Care Category in order to receive and maintain a Schedule in this Category of Law.

However, a provider may meet the requirement by employing one or more Supervisors who all work on a part time basis, but whose working hours equate to 1 FTE Supervisor in the Community Care Category when combined, provided that any such individuals meet the supervision requirements for this Category of Law.

Q.18.2. We would like to apply for a Community Care Contract, one of our Supervisors has trained in this area - however we have not conducted this work before. We have experience via Family Contract Work.

Can our experience in Family (with Community Care) satisfy the Supervisors requirements for Community Care?

A. Where an Applicant wishes to apply for authorisation to deliver contract work in the Community Care Category, they must be able to demonstrate that they meet both the generic Supervision requirements (paragraphs 2.10 to 2.28) of the General Specification and the requirements of the Legal Competence Standard specified at paragraphs 11.1 to 11.5 of the Community Care Category Specific Rules. In order to meet these requirements, an individual must be able to provide a portfolio showing that they have worked on the specific case types and minimum number of cases as required by paragraphs 11.1 and 11.2. Unless the individual has experience in cases which fall within the specified case types applicable to that Category, the individual cannot meet the requirement to be a Supervisor in the Community Care Category.

Applicants should consider whether a case falls within the case types specified under paragraphs 11.1 and 11.2 of the Community Care Category Specific Rules.

Section 19: Welfare Benefits Contract Requirements

Q.19.1. Regarding the Welfare Benefits Supervisor requirements, few cases go to the Upper Tribunal. Would the LAA consider any alternative to the Skills/Procedure/Knowledge requirement?

A. No, as set out in the Welfare Benefits Category Specific Rules, “Welfare Benefits Contract Providers must satisfy themselves before undertaking work in the Welfare Benefits Category that the work is within scope”. This includes being able to demonstrate that they have experience of undertaking work at the Upper Tribunal in the Administrative Chamber.

Further details of what is in scope of legal aid in the Welfare Benefits category is set out under Paragraphs 8 and 8A of Part 1, Schedule 1 of the Legal Aid: Sentencing and Punishment of Offenders Act 2012.

Section 20: Restrictions on providing advice to clients who are based outside of the Procurement Area

Q.20.1. The 2018 Contract Specification does not contain any reference to limits in providing services to clients residing outside the Procurement Area. The 2013 contract (specification para 2.38A) limited this to 40%.

Please clarify whether the 2018 contract for Family, Housing and Debt, Immigration and Asylum, Clinical Negligence, Claims Against Public Authorities and Public Law has any such limit and if so what that is, and where I can find it.

A. There are no limits on providing services to clients outside a Procurement Area in the Categories listed in the above question. Providers should refer to the Category Specific Rules for information on any restrictions to providing services outside a Procurement Area in a Category.

The 40% limit on providing Services outside the Procurement Area in the Categories of Claims Against Public Authorities and Public Law (clause 2.38A 2015 Standard Civil Contract Specification), has been removed for the purposes of the 2018 Standard Civil Contract.

There is also no longer a requirement that providers deliver a minimum number of asylum matters starts to clients that are physically located (at the time the matter is opened) in the Procurement Area designated for their schedule.

Q.20.2. Can we assist clients from outside the Procurement Area in which our Office is based in Mental Health? Is there any restriction on the number we can assist?

A. Paragraph 9.13 of the Mental Health Category Specific Rules states that “at least 70% of the Matter Starts opened by you from your allocation of Matter Starts for a particular Procurement Area must be used for Clients physically located in that Procurement Area.” The remaining 30% of Matter Starts can be used for clients in other Procurement Areas.

Q.20.3. If a provider submits a request for 75 miscellaneous matter starts for compensation claims for victims of trafficking and modern slavery with a business cases in one ITT response are there any restrictions on the Procurement Area in which they see clients or from where clients come from?

A. There are no limits on delivery of Miscellaneous Matter Starts for compensation claims for victims of trafficking and modern slavery to clients based outside of the Procurement Area in which the Provider’s Office(s) is based. However, Providers may only see clients at locations authorised under the Provider’s Contract Schedule.

Section 21: Clinical Negligence Contract Requirements

Q.21.1. We currently hold a Clinical Negligence legal aid contract and it is currently the case that inquests relating to healthcare are covered by exceptional funding (rather than Contract Work). I have read through considerable literature surrounding the Tenders, but I am unable to confirm that this will remain the case for 2018 contracts. Are you able to confirm that this?

I have also been unable to find any explicit detail with regard to inquests of alternative natures, such as suicides in prisons, death in the course of employment and so forth. I would be very grateful if you would confirm whether we would need to submit additional Tenders for Public Law and/or Claims Against Public Authorities in order to act on a legal aid basis in these matters.

A. The scope of legal aid for inquests is set out in paragraph 41 of Part 1 of Schedule 1 to LASPO. Advocacy at an inquest is not within the scope of civil legal aid and can only be funded via Exceptional Case Funding. The extent to which both in-scope and out of scope services relating to inquests fall into each Category of Law is set out in paragraphs 15-16 of the 2018 Standard Civil Contract Category Definitions. They will be covered by Clinical Negligence where the subject matter of the inquiry is closely related to issues that normally arise within that Category. It is the widest definition of the Category that should be used for the purposes of this classification, taking into account services that are normally provided via Exceptional Case Funding. Inquests involving other issues will fall within different Categories of Law or be treated as Miscellaneous Work. It is likely that many inquests will be funded as Claims Against Public Authorities as this covers deaths in custody.