

Frequently Asked Questions related to the Procurement of Criminal Legal Aid Services in England and Wales from April 2017

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/legal-aid-crime-tender-2017>

The deadline for questions about the IFA or the tender was **12 noon on 8 August 2016** (note this is referred to as the “End date for supplier clarification messages”) on the eTendering 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 the above deadline.

Technical Questions on how to use the eTendering system

There is a Helpdesk to provide technical support to Applicant Organisations using the eTendering 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 368 4850 (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 12 noon on 15 September 2016.

1. Q. Where do I find the Tender?

A. As set out at paragraph 4.1 of the IFA all Tenders must be completed and submitted using the eTendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at www.legalaid.bravosolution.co.uk

Further information on how to complete a Tender can be found in Section 5 of the IFA.

2. Q. We changed our name some time ago but our old details still appear on the e-Tendering system. Can you amend this please?

A. The LAA is not able to amend your registration details on the e-Tendering system. Where an Applicant's details change they should re-register on the system.

3. Q. What Duty Schemes may I be eligible for? How do I find out which Individual ITT Bid I should complete to bid for X Duty Scheme?

A. As set out at paragraph 3.9 of the IFA Applicants may apply to join the Duty Scheme(s) for which they are eligible by virtue of the postcode of their Office(s).

As set out at paragraphs 5.6 and 5.7 of the IFA, Applicants should use the postcode tool at <http://www.gov.uk/government/publications/legal-aid-crime-tender-2017> to determine which Individual Bid ITT covers each of their Offices. A list of the 12 Individual Bid ITTs and further information about the areas and Duty Schemes covered by each Individual Bid ITT can be found in Annex A of the IFA.

4. Q. At paragraph 5.6 of the IFA the LAA advise Applicants to use the Duty Solicitor Postcode Tool on the website to determine which Individual Bid ITT covers each of their Offices and complete the correct Individual Bid ITT. The Postcode Tool provides details of Schemes but where do we find which Individual Bid ITT we should then use?

A. As set out at paragraph 5.7 of the IFA, details of the Duty Schemes and the 12 Individual Bid ITTs can be found in Annex A of the IFA.

5. Q. We have noticed that when using the postcode tool, it identifies the Duty Scheme name but not the procurement area. Can this be amended please?

A. The term 'procurement area' is not relevant to this Tender. Please refer to Annex A of the IFA for further information about Duty Schemes and the Individual Bid ITTs.

6. Q. Please can you confirm where I can find the Duty Information Form that needs to be completed to the Individual Bid ITTs?

A. As set out in the table in paragraph 5.8 of the IFA, the Duty Information Forms may be accessed from the 'Buyers Attachments' section of Individual Bid ITTs.

7. Q. Will there be any scope during the term of the Contract to apply to join any other Duty Schemes?

A. There will be no further opportunity to apply for inclusion on additional Duty Schemes under the Crime Contract unless the LAA invites Contract holders to apply in one of the limited circumstances set out at paragraph 6.3 of the Contract Specification.

8. Q. Will you offer Contracts to Applicants who are authorised by the Bar Standards Board? Do you anticipate awarding contracts to Applicants who apply in the format of an Alternative Business Structure?

A. As set out in paragraph 2.6 of the IFA, all Applicants must be granted appropriate authorisation by a Relevant Professional Body which includes the Bar Standards Board. Contracts may be awarded to Applicants who have Alternative Business Structure status and who are able to Pass verification by the required date.

9. Q. We intend to apply for the SQM quality standard. By what date will we need to have passed the initial desk-top audit stage to be eligible to join the first duty rota commencing 1 April 2017?

A. As set out in paragraph 2.13 of the IFA, Applicants who intend to hold the SQM quality standard must pass the desktop audit at least 4 weeks before the Contract Start Date. Applicants wishing to operate under the first rota commencing 1 April 2017 must pass all verification requirements by 28 February 2017 – please refer to Section 8 of the IFA for further information.

10. Q. What is the requirement regarding holding a Quality Standard? We have previously passed a Peer Review process – is this the same as accreditation?

A. No. Peer Review (as described in Clause 10 of the Contract Standard Terms) is not a Quality Standard. As set out in paragraph 2.11 of the IFA, Contract holders are required to hold a Quality Standard throughout the Contract. This could be either the LAA's Specialist Quality Mark or the Law Society's Lexcel Practice Management standard.

11. Q. We are considering expanding by opening another Office. We are aware of the whole grant requirements in paragraph 2.5 of the IFA. If we bid for Duty Scheme membership at either our existing or new Office but then decide to only undertake Own Client work from one of these Offices, will this be acceptable?

Q. We propose to submit a tender for a new office and to be included in the appropriate Duty scheme for that Court if we are successful. Are we right in our interpretation that if we fail the verification process for one Office, that such failure will not affect successful outcomes for our other Offices?

A. As set out in paragraphs 2.4 of the IFA an Applicant must ensure that its entire Tender is capable of concurrent delivery and as set out at paragraph 2.5 of the IFA must accept the offer as made.

During the verification process an Applicant must evidence that it meets the requirements for each Office save in exceptional circumstances beyond the Applicant's control.

12. Q. Can we answer questions A11 – A14 with contact details of a person who is not employed by and/or based at the Applicant submitting the Tender?

A. Yes, however, Applicants should provide contact details of an individual with the appropriate status to provide responses on behalf of the Applicant when requested by the LAA.

13. Q. We have a case management system which also deals with our accounts; is a 'practice management system' a separate thing?

A. We assume that you are referring to the Law Society's Lexcel Practice Management standard. Contract holders are required to hold either Lexcel or the Specialist Quality Mark.

These are different to a case management system. Please refer to paragraphs 2.11 – 2.17 of the IFA for further information.

14. Q. Can you please confirm precisely what capability the Case Management and Practice Management Software must include?

A. The IT requirements for Contract holders is set out at Clauses 7.19 to 7.24 of the Standard Terms.

15. Q. I am a Duty Solicitor but intend to leave my current firm and apply for a Crime Contract as a new entity. Am I able to tender for a Crime Contract? Do I submit a Tender based on my new proposed firm?

A. As set out at paragraph 1.7 and 1.8 of the IFA, the process is open to any interested party able to meet the LAA's requirements and it is not necessary for the contracting entity to have been formed at the time an Applicant submits its Tender.

16. Q. I am planning on setting up a new firm and tendering for a 2017 Crime Contract. At what point would I need to have a relevant Quality Standard in place?

A. Applicants must hold a Quality Standard (or in the case of organisations intending to hold the SQM have passed a desktop audit) at least four weeks prior to the Contract Start Date. Please refer to paragraphs 2.11 – 2.17 of the IFA for further information.

17. Q. We do not intend to bid for Duty Schemes. If we wish to conduct contract work from an Office is it a requirement that we have to apply for associated Duty Schemes from that office?

Q. We do not intend to bid for Duty Schemes. Do we need to have an Office in each area to deliver non-Duty Criminal Investigations and Criminal Proceedings, Prison Law or Appeals and Reviews only work?

A. Applicants may bid to deliver own client Criminal Investigations and Criminal Proceedings work only.

To deliver non-Duty, Prison Law and Appeals and Reviews only Classes of Work applicants may have an Office anywhere in England and Wales.

18. Q. We are tendering for Duty Solicitor work to be delivered from a number of offices; how do we include details of offices we plan to acquire?

A. As set out in the table at paragraph 5.8 of the IFA, Applicants submitting Tenders for any Office that they do not yet have must provide as full a postcode for each prospective Office as possible in order to select Duty Schemes they wish to apply to join. This must include at least the first digit of the second part of a postcode to show Scheme eligibility, for example SW1H 9XX.

19. Q. Please confirm the date we will need to have the Crime Contract requirements in place in order to meet the Tender requirements.

A. In submitting a Tender, Applicants commit to meeting the Crime Contract requirements 4 weeks before the Contract Start Date. Please refer to the table in paragraph 2.6 of the IFA for further information.

20. Q. For new entrants, please confirm when VAT registration will need to be in place to meet verification.

A. VAT registration (including whether this is required) is a matter for the Applicant, however, if an organisation is to be registered for VAT registration details are required when new entrants apply for a LAA account number, which is required so that Contracts may be set up

on the LAA systems. As set out at paragraph 8.25 of the IFA, Applicants with new Offices must ensure that they complete their AC1 form and supporting documentation as soon as possible to allow this to happen.

21. Q. We are intending to expand our business by opening a new Office. When must we have the Office ready?

A. By submitting a Tender, Applicants commit to meeting the Crime Contract requirements four weeks before the Contract Start Date, including being able to provide confirmation of its Office(s). Please refer to the table in paragraph 2.6 of the IFA for further details.

22. Q. We intend to bid from 2 Offices for Duty Schemes. In addition to completing the DIF do we also need to submit an Additional Office Information Form?

Q. We wish to apply to join Duty Schemes and have completed the relevant DIF. We are not able to provide details of our Offices in other parts of the Individual Bid ITT. Why is this?

A. The DIF will enable you to enter details of each Office from which you wish to deliver Contract Work and submit this as part of your Tender.

Applicants who are applying to join Duty Schemes will only be required to complete details of their Office(s) in the relevant DIF.

Applicants who are bidding for non-Duty work will need to complete details of their Offices in eTendering system directly and, where they wish to deliver Contract Work from either more than 10 Offices for Criminal Investigations and Proceedings or 5 Offices for both Prison Law and Appeals and Review only, submit further details of its Offices in the relevant Additional Office Information Form(s).

23. Q. I want to bid to deliver Duty work from one Office and Own Client work from another Office within the same Individual Bid ITT. How do I do that?

A. The Individual Bid ITTs will only allow you to bid for either Own Client or Duty work within the eTendering system. However, Own Client work can be delivered from any Office in England and Wales and so could be delivered from the same Office from which you bid to deliver Duty work. As part of the verification process we will ask you to provide any further Office addresses from which you wish to deliver own client work only and these will be added to your Schedule

24. Q. We have recently merged with another firm and wish to bid for Duty Schemes from one of their Offices as well as one of our own. Do we need to bid for Duty Schemes from both Offices?

A. Yes, Applicants must submit details of each Office from which it is applying to join Duty Schemes by completing and submitting the DIF as part of the relevant Individual Bid ITT.

25. Q. We are applying for a number of Offices in London but the London Court Schemes table in version 1 of the IFA appears to be missing in version 2?

A. Information setting out the court Duty Schemes operating across England and Wales has now been incorporated into Annex A of version 2 of the IFA.

26. Q. How do I enter my Office postcode into the DIF? I've entered the postcode but no scheme information is shown.

A. Applicants should ensure that the postcode is entered into both boxes on the DIF. For example, for the postcode AB12 1XY, enter AB12 in the first box and 1XY in the second box. Applicants should note that the DIF will only present Duty Schemes from which that Office postcode is eligible to join.

27. Q. The lease on our office expires during the period between the submission of the tender and the granting of a contract and we may need to move premises either during the tender or shortly after the contract commences.

Will this affect my Tender? If this happens after the Contract commences what should I do?

A. To join a Duty Scheme, Applicants must have an Office within the qualifying geographical boundaries of the Scheme. If you bid to apply to join a particular Scheme and subsequently move premises after submitting your Tender, you will need to ensure that any new Office falls within the qualifying geographical boundary for the Scheme in order to remain eligible for that Scheme by checking the Duty Solicitor Postcode Tool. This also applies to Office moves which occur during the life of the Contract.

Where the new Office does not fall within the qualifying geographical boundary of the Duty Scheme, the Applicant will not be eligible for that particular Scheme and will not be able to amend its bid for other Duty Schemes from which it may have been eligible from the new Office. This also applies to Office moves which occur during the life of the Contract.

Should this change occur during the procurement process, Applicants must inform the LAA of any material change to the Tender information submitted through the eTendering message board, as set out in paragraph 9.37 of the IFA.

Should this change occur during the life of the Contract, contract-holders must inform the LAA by contacting their Contract Manager.

28. Q. How do I answer the question ‘Does the Applicant currently have Duty Solicitors with membership on any Duty Scheme?’ present I am a duty solicitor acting for another firm under their contract. Do I answer “No”? As currently under my proposed new firm I do not have any slots?

A. The question refers to the Applicant – that is, the business entity – and not the individual, and responses should be structured accordingly.

In this example; the Applicant would appear to be a new organisation and, therefore, cannot currently have Duty Solicitors on Duty Schemes.

29. Q. My office postcode allows me access to 2 different schemes, and I want to join both. Does this mean I should submit 1 Individual ITT bid or 2?

A. Applicants should refer to the table at Annex A of the IFA. If the Duty Schemes they wish to join appear against different Individual Bid ITTs then 2 Individual ITT bids would need to be submitted. For example where the Office postcode is eligible for the Slough and Staines Schemes and the Applicant wishes to apply to join both it must complete and submit a Tender for both the Brighton and Reading Individual Bid ITTs.

If both Duty Schemes fall within the same geographic area (e.g. ITT 443 – Individual Bid ITT for Birmingham) a single Individual Bid ITT should be submitted.

30. Q. We are preparing to tender for a Crime Contract and do not want to join any Duty Solicitor schemes. Is it necessary to complete an Individual Bid ITT?

A. Yes; as set out in paragraph 2.1 of the IFA, to be eligible for the award of a Crime Contract under this procurement process, Applicants must submit a Tender consisting of a response to the Organisation ITT, as well as one or more of the Individual Bid ITTs.

31. Q. Is one single DIF required for all offices in an Individual Bid ITT, or do we complete one for each Office?

A. A single DIF should be completed for an Individual Bid ITT including all Offices from which you wish to offer Duty work.

32. Q. My business currently operates as a sole trader but I anticipate merging with another entity before the Contract Start Date. How should I prepare my tender?

A. We are unable to advise Applicants on how to structure their bid. Applicants should review paragraphs 1.7 to 1.10 of the IFA and in particular the section on 'Who can submit a Tender' for further information.

Additionally, Applicants should note the provisions in paragraph 9.36 concerning material changes occurring after Tenders are submitted.

33. Q. If an Applicant is successful in the tender, would there be any restriction on them novating Contracts with another firm, so long as all the usual conditions were satisfied? If this novation took the total number of Duty Solicitors above the non-expansion bid 'cap', would this preclude the novation?

A. Once the Contract is in operation the standard novation provisions within the 2017 Standard Crime Contract would apply.

As set out at paragraph 8.5 Applicants that have successfully Tendered for Duty Schemes and that are allocated Duty Slots on Rotas running from 1 April and/or 1 July 2017 will be limited to submitting CRM12s for either:

- i. the number of Duty Solicitors they confirm as part of their Tender, where they have been subject to the expansion risk assessment; or
- ii. an increase of less than 50% of the number of Duty Solicitors that they currently have, where they are not subject to the expansion risk assessment.

This would not preclude organisations novating but the novated organisation may be limited to the number of Duty Solicitors it can submit CRM12s for during the first two Rotas depending on the organisation's restructure.

34. Q. If I were to take over an existing Crime Contract, would there be any difficulty novating that Contract to myself?

A. Decisions on the novation of Contracts are made on a case by case basis. Please refer to the draft Standard Crime Contract 2017 Standard Terms document available on our website at <https://www.gov.uk/government/publications/standard-crime-contract-2017> for further information.

35. Q. We are proposing to merge with another provider, who also has a Legal Aid contract. Will the novation agreement with the LAA also cover the Quality Standard (either Lexcel or SQM)?

A. The LAA is unable to advise on this issue. Applicants in this position should contact the relevant Quality Standards body for further information.

36. Q. We hope to Engage X number of Duty Solicitors. What happens if we tender on that basis but then are only able to Engage a smaller number? Would that affect any contract award?

A. No; an Applicant should bid for the number of Duty Solicitors it intends to Engage as part of its Tender. If it is not able to Engage that number by the time it is required to submit CRM12s this will not affect its contract award.

For example, if the Applicant intends to Engage 15 Duty Solicitors but is only able to submit 9 CRM12s by 13 January 2017 all 9 CRM12s will be processed.

37. Q. We are not able to access the question in the eTendering system asking how many Duty Solicitors we intend to use from April 2017 (question C 16(h)). How do we tell you how many Duty Solicitors we propose to Engage?

A. Applicants will only be presented with questions that are relevant to answers it gives to previous questions in this section. Where the Applicant does not trigger the expansion risk assessment thresholds set out at paragraph 5.4 of the IFA it will not be required to provide details of the number of Duty Solicitors it currently has.

38. Q. Please explain how paragraph 8.5 of the IFA applies to firms that are not seeking to increase the number of Duty Solicitors they Engage. Am I able to Engage additional Duty Solicitors for i) the first two Rotas and ii) any subsequent Rotas during the life of the Contract?

A. For the first two Rotas, an Applicant that does not trigger the expansion risk assessment thresholds set out at paragraph 5.4 of the IFA may submit CRM12s for up to an additional 50% of the number of Duty Solicitor they currently have as provided in its response to question C.16 (c). Where an Applicant submits CRM12s for more than 50% of the number provided in its response to question C.16 (c) it will be limited to fall below 50%.

For example, if an Applicant currently has 10 Duty Solicitors and submits CRM12s for 12 Duty Solicitors all 12 CRM12s will be processed. This is because the increase represents a less than 50% increase in the number of Duty Solicitors it Engages.

If an Applicant currently has 7 Duty Solicitors and submits CRM12s for 13 Duty Solicitors only 10 CRM12s will be processed. This is because the increase represents a more than 50% increase in the number of Duty Solicitors it Engages and has therefore been capped below the threshold.

After the first two Rotas there will be no restriction on the number of Duty Solicitor the firm may Engage and submit CRM12s for.

39. Q. We don't intend to increase the number of Duty Solicitors we Engage, however, if there are changes to the local market during the life of the Contract, are we precluded from taking on more Duty Solicitors if we don't bid for them now?

A. No, the cap on the number of CRM12s you may submit only applies to the rotas for 1 April and 1 July 2017.

40. Q. Paragraph 8.5 of the IFA implies that the limit on the number of Duty Solicitors from the Tender will apply for the rotas from 1 April and 1 July. Can you confirm that the normal contractual arrangements will apply from the rotas from 1 January 2018 onwards?

A. Yes, the cap on the number of Duty Solicitors you may Engage only applies to the rotas for 1 April and 1 July 2017.

41. Q. Does question C.16(f) of the Organisation ITT refer to 10 or more additional duty solicitors or does it include the current number of Duty Solicitors we have?

A. This includes the number of current Duty Solicitors the Applicant has.

42. Q Does question C.16(c) of the Organisation ITT refer to the number of Duty Solicitors we have as of 1 April 2016? What happens if we have a Duty Solicitor leave or join us during that rota period?

A. Question C.16(c) requires Applicants to confirm the number Duty Solicitors they have on the current (1 April – 30 September 2016) Rotas across all Offices. Applicants should confirm the number of Duty Solicitors it has at the time that the Tender is submitted.

43. Q. If we wish to expand the number of Duty Solicitors we engage by more than 50% of our current number after January 2018, will we need then to go through an expansion risk assessment?

A. No, as set out in paragraph 8.5 of the IFA, the limit on the number of Duty Solicitors applies to the rotas for 1 April and 1 July 2017 only.

44. Q. Where a Duty Solicitor (or a number of them) leave a firm and that firm is unable to recruit replacements in time for the next rota, will that Office (which passed verification for Duty status), retain its ‘Duty’ status so that it can submit CRM12s for subsequent rotas?

Q. We are applying to carry out Duty Work through 3 separate Offices in one Individual Bid ITT. Each Office is eligible for different Duty Schemes. If successful, do we have to provide Duty Work from each of those Offices?

Q. Is there a requirement for Firms to submit a CRM12 for the relevant Duty Scheme following the award of a contract to a particular office? If an organisation successfully applies to join a relevant Duty Scheme is there an obligation to submit at least one CRM12 for each of the relevant Duty Schemes applied for?

A. Where an Office, which is authorised for the delivery of Duty Work, has no Duty Solicitors at the commencement of a Duty rota, ordinarily that Office will lose its authority to deliver Duty Work.

As set out in paragraphs 2.4 and 2.5 of the IFA an Applicant must ensure that its entire Tender is capable of concurrent delivery and accept or decline the offer entirely save in exceptional circumstances beyond the Applicant’s control.

45. Q. Is it possible to have a Duty Solicitor on more than one Duty Scheme, if you have offices in those scheme areas?

A. Duty Solicitors may only apply for membership of Schemes from a single Office, but Duty Solicitors are able to join more than one Duty Scheme, if that Office is eligible for multiple schemes. For example, in London a single Office will be eligible for a number of Duty Schemes and Duty Solicitors will be able to submit a CRM12 to cover those, subject to the rules set out at 3.4 of the IFA.

46. Q. We already have a number of Offices with Duty Solicitors and are proposing to open a further Office within the same Regional ITT. Are we able to move our existing Duty Solicitors around to cover this new Office or must we recruit additional staff?

A. Applicants are able to re-allocate existing Duty Solicitors around their Offices, as usual.

47. Q. We have a trainee Solicitor who is due to qualify between the tender deadline and the Contract Start Date. Should we include them in our bid?

A. We are unable to advise Applicants on how to structure their bid. Applicants should review the table at paragraph 5.4 of the IFA concerning Expansion to ensure that they submit the correct information with their Tender.

48. Q. Do we have to carry out work in the area of Appeals and Reviews as part of our work in either Criminal Investigations and Criminal Proceedings or Prison Law? Does a Tender for Contract Work in Prison Law incorporate Appeals and Reviews?

A. As set out at paragraph 1.12 of the IFA, a Contract to deliver Legal Aid work in the area of Criminal Investigations and Criminal Proceedings and/or Prison Law includes an authorisation to deliver work in the area of Appeals and Reviews. Contract holders are not obliged to carry out work in Appeals and Reviews.

49. Q. We are considering a Tender for Contract Work in Prison Law incorporating Appeals and Reviews. Which supervisor form(s) should we submit?

A. A Prison Law supervision form should be submitted.

50. Q. Please clarify the relationship between the own client and duty solicitor part of the contract? Can we service own clients from any of our offices or only offices where we have a duty presence? Can we apply for own client work only for some of our offices alongside Duty Schemes for others?

A. Own client work may be delivered from any Office within England and Wales which has a 2017 Crime Contract Schedule. Applicants can choose which (if any) of their Offices they apply to deliver Duty Work from. However, where an Office, which is authorised for the delivery of Duty Work, has no Duty Solicitors at the commencement of a Duty rota, ordinarily that Office will lose its authority to deliver Duty Work.

51. Q. If I only intend to provide representation for my own clients in Criminal Investigations and Criminal Proceedings work, and not apply to any Duty Schemes, do I still need to hold a CLAS accreditation to be a supervisor? Where can I find the Supervisor declaration form?

A. As set out in the Crime Contract Specification Paragraph 2.21, all Supervisors who work in Criminal Investigations and Criminal Proceedings must meet the Supervisor requirements, including CLAS accreditation, regardless of whether you wish to deliver Duty work. Contract documents (including the Supervisor declaration forms) can be found on our website here; <https://www.gov.uk/government/publications/standard-crime-contract-2017>

52. Q. The ITT asks for one compliant Supervisor declaration form. Are we able to submit others now with our Tender or should we wait?

A. Supervisor declaration forms may either be submitted as a part of the Tender or later as part of the verification process. We advise Applicants, where able to do so, to submit a Supervisor declaration form with their Tender.

53. Q. I act as a Supervisor in a category of law under our Civil Contract. Can I also act as a Supervisor in Criminal law?

A. Yes; a supervisor may work in more than one category of law if they are able to meet the supervisor requirements. The Crime Supervisor requirements are set out in Section 2 of the Crime Contract Specification. Applicants may also want to review our document 'Guidance on supervisor requirements': both are available here;

<https://www.gov.uk/government/publications/standard-crime-contract-2017>

54. Q. I am a supervisor for a firm but am intending to apply in the name of a new business in my name, and will act as the supervisor. Can I complete the supervisor declaration myself?

A. Yes. Applicants may wish to refer to the document 'Guidance on supervisor requirements' available on our website at; <https://www.gov.uk/government/publications/standard-crime-contract-2017>

As set out at Paragraph 2.9 of the Contract Specification, save in respect of Prison Law which is the subject of Paragraph 2.10 an individual may not act as a Supervisor for you if they act as a Supervisor for another Provider.

55. Q. Is it necessary for the supervisor to have actually commenced employment at the solicitor's practice by 12 December 2016 in order to pass verification at that date or is it sufficient that a contract of employment has been entered into, which employment is to commence on 1 April 2017?

A. Applicants will be required to evidence that Supervisors will be Employed at the Contract Start Date i.e. no later than 1 April 2017.

56. Q. If a Duty Solicitor submits a CRM12 for the April Rota which meets requirements, will they have to submit another form to be included in the subsequent rotas?

A. No, once a CRM12 form has been successfully submitted there is no need to submit this again.

57. Q. Should the CRM12 forms be submitted as a part of the Tender or in some other way?

A. CRM12 forms are not required to be submitted as part of the Tender. We will request these from successful Applicants once they have passed verification. Please refer to Section 8 of the IFA for further details.

58. Q. Please confirm the dates for submission of CRM12 forms for inclusion in the April and July Duty Solicitor rotas.

A. Please refer to paragraphs 3.6 and 3.7 of the IFA for further information.

59. Q. We note from paragraph 2.5 of the IFA that 'Applicants may only accept the entire Contract as offered.' Can you confirm that this restriction only applies to the contract offer and does not apply after the contract has commenced. The paragraph also mentions 'exceptional circumstances'. What would the LAA consider to be 'exceptional circumstances'?

A. This restriction only applies to the Contract offer. It is not possible to provide examples of 'exceptional circumstances' and the LAA will consider any such applications on a case by case basis.

60. Q. Can you clarify what is meant by the mandatory exclusion criteria in section B2?

A. See Section B2 of the IFA document which sets out a number of criteria which would ordinarily lead to exclusion from this procurement process.

61. Q. We have a Standard Civil Contract with the LAA and have been issued with a Contract Notice. Do we need to disclose this in our Tender?

A. No, unless it is a notice to terminate the contract.

62. Q. When answering question C.2(b) with 'No' response the form directs the Applicant to answer sections C.2(q) to C.2(s) but these questions appear to relate to a 'Yes' rather than 'No' answer. Is this an error on the form?

A. No, the form is correct. There are a number of scenarios covered by question C.2.

Where an Applicant or any member of its Key Personnel either at this organisation or any previous organisation has been the subject of an IVA or a CVA as a result of the non-payment of taxes or social security contributions it will be required to respond to a particular set of questions.

Where an Applicant or any member of its Key Personnel either at this organisation or any previous organisation has been subject to any other scenarios covered by question C.2 will be required to respond to a different set of questions as set out at questions C.2(q) to C.2(s).

63. Q. Where should I upload the completed Cash Flow Forecast document to support my Tender?

Q. We are not planning an expansion in the number of Duty Solicitors we Engage. Do we still need to submit financial information for assessment?

A. Applicants will only be presented with questions that are relevant to answers it gives to previous questions in this section, and an Applicant will be guided to provide Financial Information, including the Cash Flow Forecast based on the answers it gives to previous questions in this section. This question will not be presented where the Applicant is not required to provide Financial Information based on its answers.

64. Q. We are a new entrant and are unsure whether we will be required to provide Financial Information for the expansion risk assessment. We currently have a supervisor and are looking to recruit 4 Duty Solicitors.

A. The thresholds for the expansion risk assessment are set out at paragraph 5.4 of the IFA;

Where an Applicant

- i. currently has 10 or more Duty Solicitors and is intending to increase the number of Duty Solicitors it Engages by 50% or more; or
- ii. currently has 1 - 9 Duty Solicitors but intends to Engage 10 or more and this is an increase of 50% or more; or
- iii. (being an Applicant who does not currently have any Duty Solicitors) is intending to Engage 10 or more Duty Solicitors

it will be subject to a risk assessment to confirm that it has the financial capacity to deliver the Contract Work tendered for.

Therefore, for Applicants that do not currently have any Duty Solicitors the expansion risk assessment will only apply where the Applicant intends to Engage 10 or more Duty Solicitors.

65. Q. We propose to tender with an increase to 10 Duty Solicitors, although this will be an increase of less than 50%. Do we need to submit Financial Information for expansion risk assessment?

A. No. Where an Applicant intends to increase the number of Duty Solicitors it Engages but this represents a less than a 50% increase of the number of Duty Solicitors it currently has, there is no requirement to submit Financial Information.

66. Q. Do we need to submit Financial Information if we only intend to submit a Tender for Prison Law?

A. Question C.2 of the Organisation ITT may require Applicants to provide Financial Information depending on how they respond to the questions within this section. This question must be completed by all Applicants and relates to Applicants tendering to deliver any Class of Work.

67. Q. I am a new firm without 2 years' audited accounts, should I provide certified accounts from my period of self-employment?

The status of our business has changed in the last 2 years. Will a combination of certified accounts from the current and predecessor organisations suffice for the purposes of the expansion risk assessment?

A. Where an Applicant is unable to provide audited or certified accounts from the last 2 years dating from no earlier than the year ending 31 December 2013 it will be asked to provide the 2 most recent years' audited or certified accounts available. Where it is unable to do so the Applicant it will be required to provide details of why such information is not available and, where required, to provide equivalent information.

68. Q. The Cash Flow Forecast form provided requires information for September 2016 but the tender has to be submitted by 15 September 2016. Are we therefore basing figures on bills raised, or anticipated to be raised, or anticipated to be received during September?

A. The form should be completed with expected income and outgoings for September 2016 onwards.

69. Q. I am unclear about what Financial Information I have to provide. Paragraph 5.4 of the IFA suggests that Applicants are required to provide 2 years' audited or certified accounts dating from no earlier than the year ending 31 December 2013, where held; and/or a Business Plan covering the 12 months period from the submission of the Tender and a Cash Flow Forecast. However, the questions at Annex B suggest not all of that Financial Information may be required. Can you confirm the position?

A. As set out at paragraph 5.4(i) of the IFA, all Applicants subject to financial assessment should provide 2 years' audited or certified accounts where held (emphasis added), alongside copies of a business plan and Cash Flow forecasts. Where an Applicant is unable to provide 2 years' audited or certified accounts dating from no earlier than the year ending 31 December 2013 it will be asked to provide equivalent information.

70. Q. Do Questions C.16(j) and C.16(k) mean the 12/24 month period from the submission of the Tender i.e. September 2016?

A. Yes

71. Q. If a firm applies to undertake Prison Law in addition to Criminal Investigations and Proceedings as part of this tender but later determines, prior to the commencement of the contract, that it doesn't want to undertake Prison Law or cannot meet the supervisor requirements, may it still accept the offer of a contract for Criminal Investigations and Proceedings only or will the entire offer of a Contract be revoked.

Assuming that the firm may still accept the contract, is there a deadline for confirming to the LAA that the firm does not want to be included on the Scheme, noting the contractual position requiring 3 months' notice to be removed from a scheme.

A. As set out in paragraph 2.5 of the IFA because the LAA will be awarding a single Crime Contract, Applicants are reminded that where a contract award is made, they may only accept the entire contract as offered, save in exceptional circumstances beyond the Applicant's control. On that basis, where an Applicant bids for Criminal Investigations and Investigation Proceedings and Prison Law it must take up the offer for both Classes of Work.

Where an Office, which is authorised for the delivery of Duty Work, has no Duty Solicitors at the commencement of a Duty rota, ordinarily that Office will lose its authority to deliver Duty Work.

72. Q. We already have a Guarantee and Indemnity Agreement signed off by all relevant shareholders and Directors as well as the LAA. Can we use this for this tender or do we need to complete this again?

A. A new Guarantee and Indemnity Agreement will be required.

73. Q: Where can I find the Guarantee and Indemnity on your website?

A. This can be found at; <https://www.gov.uk/government/publications/personal-guarantee-and-indemnity>

74. Q. Will the application process be confidential? Once the Contracts are awarded, does the information become public and if so when?

A. Please refer to Section 9 of the IFA, particularly paragraphs 9.44 onwards. The LAA is obliged to publish details of all contracts awarded under this process.

75. Q. There have now been 4 iterations of the IFA and 5 iterations of the Cambridge DIF. Will the LAA warrant that all Duty Scheme information supplied for the purposes of the new Tender is correct at some point before the Tender closes?

A. As Applicants are aware, a small number of queries since the launch of the tender have confirmed that in some areas, the Duty Solicitor Postcode Tool (Tool) has not kept pace with the increasing number of changes to police stations and courts.

Our initial plan was that the Tool would act as the definitive measure as to whether any particular Office was within the qualifying geographical boundaries for each Scheme.

We therefore issued a number of Amendment Notices to correct the Tool once we became aware of the changes and updated the Duty Information Forms (DIFs) in the Individual Bid ITTs to enable Applicants to apply to join Duty Schemes from their Offices as intended.

However, we recognise that there may still be Scheme eligibility issues which have not been identified through previous Amendment Notices due to recent police station and court closures or planned police station and court closures which have yet to occur. We are also mindful of the increased risk that providers may make a mistake either in relation to the correct form or Scheme area.

Ensuring you have bid for the right Schemes

Applicants should check the Tool to confirm which Duty Schemes their Office(s) are eligible for and complete the relevant DIF in the Individual Bid ITT.

Depending on when the Duty Scheme change occurs the following processes should be followed:

1. Changes which occurred pre-21 July 2016 (pre-Tender launch)

The Tool should now reflect all changes to police station and court estates, local consultations and boundary changes that we have been notified of prior to the tender launch.

Where Applicants have queries relating to Duty Scheme eligibility **only** they may send them to the LAA for confirmation of their eligibility, which will be based on their Office postcode.

We will not be able to deal with queries other than postcode eligibility for Duty Schemes and Applicants posting question relating to other matters will be referred back to the IFA and the FAQ.

What should applicants do?	What will the LAA do?
<p>Contact the LAA by no later than 17:00 on Friday 9 September only at this email address:</p> <p>postcode.query@legalaid.gsi.gov.uk</p> <p>Your message must contain:</p> <ul style="list-style-type: none"> • The Office postcode • The error you think the postcode tool has and the Scheme(s) you think you are eligible to apply to join from that postcode 	<p>The LAA will confirm the Duty Scheme(s) that Office is eligible for.</p>

Whilst the deadline for these queries is 17:00 on Friday 9 September, Applicants are advised to send queries to us as early as possible. Where Applicants do not submit queries before this date the LAA cannot guarantee that it will be able to respond to queries before the Tender closes.

Applicants should note that where they have been eligible for Duty Schemes by virtue of local practices and which were not as a result of local consultations, these arrangements may not be continued under the 2017 Crime Contract.

Where further amendments are required to the Duty Solicitor Postcode Tool we will not publish additional Amendment Notices which require Applicants to complete updated versions of the DIFs. Instead, the LAA will publish amendments on the Tender pages and notify Applicants through the relevant eTendering message boards. Applicants are therefore advised to monitor the message boards frequently.

2. Changes occurring between 21 July and 15 September 2016

Where there are changes to the criminal justice system that affect the schemes during this period, local consultations will take place in the normal way to determine any scheme changes. However, we want to ensure that all potential Applicants who are not currently involved in local consultations but might have an interest in bidding in an affected area have an opportunity to a) comment on the consultation and b) be made aware of the consultation outcome.

Applicants will be kept updated via the .Gov.uk website where ongoing consultation details will be made available up to the Contract Start Date.

Applicants do not need to worry about changes after the tender launch in terms of their bid. They should apply for the schemes they believe they were eligible for as at the date of the launch (checking if they so wish as set out above). Where consultations close during the tender process Applicants who have bid for those Duty Scheme will be notified of changes which affect them as part of their tender outcome notification letter.

In the event that any changes by way of consultation outcome mean that the Applicant no longer wishes to join that Scheme, the exceptional circumstances set out at paragraph 2.5 of the IFA will apply and the Applicant will be allowed to withdraw that Scheme without the rest of the contract offer falling away.

3. Changes occurring between 15 September and 1 April 2017

As set out above, Applicants will be kept updated via the .Gov.uk website where ongoing consultation details will be made available up to the Contract Start Date.

In the event that any changes by way of consultation outcome mean that the Applicant no longer wishes to join that Scheme, the exceptional circumstances set out at paragraph 2.5 of the IFA will apply and the Applicant will be allowed to withdraw that Scheme without the rest of the contract offer falling away.

4. Changes occurring after 1 April 2017

Any changes to Duty Schemes after the Contract Start Date will be managed in line with Paragraph 6.60 of the Contract Specification.

76. Q. Can I use a mobile device like a tablet to complete my Tender?

A. The DIF requires Applicants to enable macros and Applicants are therefore encouraged to ensure that they access the form from a system that can enable macros and not, for example, from mobile or tablet devices. Applicants may encounter difficulties in completing and submitting their Tender through these types of devices.

Although a non-macro version of the DIF is available we recommend that Applicants complete the macro-enabled DIF versions.

77. Q. I have entered my postcode into the Duty Solicitor Postcode Tool and the same Scheme name has been listed twice, but with two separate police station Scheme IDs. Do I need to submit an application against each scheme ID?

Q. This scenario does not prevent providers from bidding for the schemes they are eligible for. Two specific postcodes are affected;

For DY4 8 choose Scheme ID 3011

For CT3 3 choose Scheme ID 7002

Where an Applicant uses one of the alternative Scheme IDs listed against these postcodes their tender will still be accepted.

78. Q. I cannot open the DIF form. I get an error message saying 'Compile error in hidden module' and the form will not open. I am using Excel 2007. Is there a problem with the form?

A. No, this error message is connected to the version of Excel being used and specifically a missing Dynamic Link Library (DLL) file on that version of Excel.

Applicants are advised to open the DIF through the e-Tendering system on a computer with a later version of Excel.

79. Q. A colleague has given me a copy of the DIF. Can I use this?

A. Yes but Applicants do so at their own risk. Applicants should download the relevant DIF directly from the eTendering system and not take versions of Forms from other sources.

80. Q. Paragraph 2.13 of the IFA states that firms holding either the SQM or Lexcel accreditation must be able to demonstrate that this accreditation will be in place until at least 1 April 2017. However, for firms wanting to join the April 2017 rota this will need to be provided by 12 December 2016. Does this mean that firms whose accreditation expires between 12 December and 1 April will not be able to join the April rota?

A. That is not correct. As set out in Section 8 of the IFA, Applicants wishing to join Duty Rotas from April 2017 will need to complete verification of their Contract requirements (including evidence of holding a Quality Standard) by 28 February 2017. Applicants who intend to hold the SQM will need to have passed the desktop audit by that date. Existing contract holders are already required to hold a Quality Standard. Where an Applicant's accreditation expires before the 1 April will need to ensure that it can evidence that it holds a Quality Standard by this date.

81. Q. We are part way through completing our Cash Flow Forecast but this contains a number of 'no-ref#' errors. Is there an error with the form?

A. This code reports when a formula within the spreadsheet has been damaged. We have checked the template version of the Cash Flow Forecast available within the e-Tendering system and this is not showing the same error codes, and it would seem that this has occurred during completion of the spreadsheet. Please download a fresh copy of the Cash Flow Forecast document from the eTendering system for completion and submission with your Tender.

82. Q. The contract requires a Duty Solicitor to carry out 14 hours contract work per week 'from the Office'. What does this mean? Does the duty solicitor have to physically be in the Office?

A: Paragraph 6.23 of the Specification requires Duty Solicitors to undertake a minimum of 14 hours' Contract Work per week from the Office for which the Duty Slots have been obtained.

'Contract Work' is defined in the Standard Terms as work that a Provider may perform for clients under the 2017 Standard Crime Contract.

This includes Contract work undertaken outside of the Office but resulting or obtained from that Office. For example; a Police Station duty attendance would count as Contract Work "from the Office" as would representation in a court.

83. Q. The contract requires a Duty Solicitor to carry out 14 hours Contract Work per week 'from the Office'. How would part time or self-employed Duty Solicitors meet that criteria?

A: Paragraph 6.21 of the Specification provides further detail on the employment status of Engaged Duty Solicitors. This may include both employed and self-employed persons, but in any event we believe that the 14 hour requirement is an appropriate level at which duty slots should be awarded. We consider that this is set at a level that accommodates many different working patterns, however, individuals who are not able to meet this requirement are not prevented from undertaking Duty Solicitor work or Contract Work more generally. This requirement specifically relates to the basis on which Duty Slots are obtained and retained.

84. Q. If we are allocated Duty Slots on a new Scheme, at a new Office, is it permissible for a Duty Solicitor based at the new Office to undertake some of their required 14 weekly hours on cases which have commenced from one of our other Offices/schemes and run these cases from the new Office? If not how can a Duty Solicitor be expected to undertake 14 hours contract work / week prior to building up a caseload at the new Office?

A: We expect that from 1 April 2017 Duty Solicitors Engaged at an Office must provide a minimum of 14 hours of Contract Work per week to meet the definition.

85. Q. The contract requires a Duty Solicitor to carry out 14 hours contract work per week 'from the Office'. Does it have to be Duty Work or can it include Own Client Work carried out from that Office? Can it include private work?

A: Contract Work is defined in the Standard Terms and includes both Own Client and Duty work, however, it does not include private work.

86. Q. Would hours spent on police station rota standby count towards the 14 hours calculation?

A: Time spent on standby is not Contract Work so will not count.

87. Q. Would hours spent on non-remunerated work such as, supervision, file reviews, appraisals, billing, costs appeals and time spent corresponding with the LAA on compliance issues count towards the 14 hours calculation?

A: 'Contract Work' is defined in the Standard Terms as work that a Provider may perform for clients under the 2017 Standard Crime Contract. Non-claimable activity which is not directly linked to work performed for Clients may not be included.

88. Q. How does the LAA justify a Duty Solicitor who undertakes as little as 14 hours per week being allocated the same number of rota slots as a Duty Solicitor who works a full time job of 40 hours per week?

A: The requirement for 14 hours Contract Work was developed following discussions with solicitor and barrister representative bodies. We believe that the requirement strikes an appropriate balance between ensuring that Duty Solicitors are actively engaged in Duty Work for the Office from which they derive their slots, whilst also accounting for individuals with different working patterns.

89. Q. Paragraph 6.25 of the Contract Specification allows Providers to retain Duty Slots for those Duty Solicitors who are either on paternity/maternity or long term absence through sick leave. How can the LAA justify allowing Providers to retain duty slots for those Duty Solicitors who are not actually available to be deployed and does the LAA agree this provision will create a distortion in the market?

A: Paragraph 6.25 was developed with input from solicitor and barrister representative bodies to deal with temporary absences. We believe that this provides certainty for individual Duty Solicitors, Providers and the LAA.

90. Q. The Duty Solicitor provisions requiring Duty Solicitors to undertake 14 hours contract work per week is on a 12 month rolling basis. How will the LAA monitor this compliance and/or what evidence will the LAA require from the individual Duty Solicitor to evidence this compliance?

A: Under Clause 8.3 of the Standard Terms, Providers must keep records of compliance with the Duty Solicitor requirements in the Specification (6.22-6.25).

We will monitor such records through contract management activity and take action wherever appropriate.

91. Q. Are we correct in understanding that the requirement for 36 court hearings at Paragraph 6.22(b) of the Specification can be a mix of legal aid and private work?

A: The requirement at Paragraph 6.22(b) that a Duty Solicitor carries out 36 court hearings and police station attendances in a 12 month period does allow for private client work.

92. Q. There is a requirement for a Duty Solicitor to undertake 4 police station Slots each year whilst they are the nominated Duty Solicitor- please clarify whether they must personally undertake all cases that are called in throughout that 24 hour slot, or whether just one case when they are the nominated solicitor will satisfy this requirement.

Q: There is a requirement for a Duty Solicitor to undertake 4 police station Slots each year. What is the position if during an allocated Slot that the named Duty Solicitor makes themselves available there are no duty calls requiring or justifying an attendance?

A: Paragraph 6.22(c) of the Contract Specification requires that a Duty Solicitor personally attend at least one Client on a minimum of four separate Duty Slots annually. There is no requirement that a Duty Solicitor must personally attend on all duty calls received on these Duty Slots.

As this provision requires attendance, being available would not meet the requirement.

93. Q. Can the nominated police station Duty Solicitor swap their allocated Rota period with another Duty Solicitor and still satisfy the requirement for 4 police station Slots?

A: We recognise that Duty Solicitors may want to swap dates according to their availability. If a Duty Solicitor swaps a date their new allocated date will count towards the 4 police station slots but the slot originally allocated will not.

94. Q: The Contract Specification states that “the entitlement to deploy duty solicitors to undertake Duty Solicitor work and retain their Duty Slots issued in their name is dependent on them undertaking police station duty attendances on no less than four Duty Slots allocated by us in that Duty Solicitor’s name.

Can you clarify that the same requirement does not apply to court duty attendances in a Duty Solicitor’s name?

A: There is no equivalent requirement for court Duty Work.

95. Q. Is there any requirement for the Duty Solicitor to conduct their own allocated days as court Duty Solicitor, provided they adhere to the 36 cases & 4 police station slots rule?

A: Paragraphs 6.18 and 6.19 of the Contract Specification confirm that Duty Solicitors must serve on police station, magistrates court, and virtual court schemes for which they are a member.

There is however no specific requirement for a Duty Solicitor to undertake a minimum number of court Duty Slots allocated in their name.

96. Q. The Duty Solicitor Provisions (at 6.22 (c)) require Duty Solicitors to undertake no less than 4 Duty Slots allocated by the LAA in that Duty Solicitor's name in each rolling 12 month period. Can you confirm what impact assessment has been undertaken by the LAA on the effect this provision will have on those Duty Solicitors who are single parents, carers for people with disabilities, Duty Solicitors with disabilities or childcare commitments or other impact on equality and diversity within the Duty Solicitor workforce where duty slots that Duty Solicitors will be required to undertake will be during unsocial hours, evenings and/or weekends. Can the LAA further confirm that expert advice has been sought to confirm that this is not a discriminatory requirement and/or will not force Providers into undertaking discriminatory practices in enforcing this requirement and will the LAA publish this advice.

A: We believe that it is not unreasonable to require Duty Solicitors who are used by Providers to obtain Duty Slots actually undertake a proportion of those Duty Slots. This is part of our strategy to address the issue of “ghost” Duty Solicitors which was discussed with representative bodies. All Duty Solicitors used to obtain Duty Slots will be required to meet this requirement. Where solicitors cannot meet the requirement to be allocated Duty Slots they may still act in other capacities.

We do not consider that an annual 4 duty Police Station attendance requirement is either onerous or discriminatory.

97. Q. In order to register a second Office for Duty Rotas - can you confirm that one of the mandatory requirements is that at least one Duty Solicitor is named and

registered at the second Office and works a minimum of 14 hours per week from the second Office?

A: The Office requirements are set out in Paragraphs 2.41 to 2.52 of the Specification.

Providers wishing to join Duty Schemes must have a Duty Solicitor who undertakes Contract Work for a minimum of 14 hours per week from the Office for which those Duty Slots have been obtained.

98. Q. The postcode tool says that my firm is eligible for more than one Scheme, but those Schemes are on the same rota. Should I apply for both Schemes?

A: Applicants should apply for all Schemes that they want to be included on from 1 April 2017.

Some Duty Rotas operate in such a way that members of all Schemes from which membership is drawn are able to cover all aspects of the Rota (i.e. all police stations and courts). For example the Oxford & South Oxfordshire rota takes police and court membership from the Oxford and Abingdon, Didcot & Witney schemes.

Other Rotas consist of a partial merger of Schemes, so have some elements which are open to all Scheme members but also have specific elements of the Rota, which are open to members of a particular Scheme. For example the Worcester rota includes separate Worcester, Redditch and Kidderminster police station schemes, but a combined court scheme including members from all three schemes.

For details of how the Rota operates in your area please see Annex A of the Information for Applicants or the individual Rota (which can be found at <https://www.gov.uk/guidance/duty-solicitors-rotas-information-and-guidance>).

99. Q. Section 3.4 of the IFA relating only to London states as follows "Duty Solicitor Engaged by Applicants and Contract holders may only select two adult court Duty Schemes on which they may appear, as well as an associated youth court" What happens if a firm was to inadvertently select more than this maximum. Would the LAA simply reduce the selection to the maximum set out at section 3.4 above or would this adversely affect the firm's Tender? And if so then how?

A: Individual Duty Solicitors in London must apply to join the magistrates court Scheme related to the Borough in which their Office is located as well as one additional adult court and any associated youth court.

Organisations should enter in the DIF all London courts which their Duty Solicitors intend to cover. If, upon submission of CRM12s, it becomes apparent that an individual has requested too many schemes in their CRM12 application, the LAA will contact them to clarify their request.

100. Q. Will a firm with an Office situated outside London but otherwise entitled to apply to participate in a Duty Scheme within the London Individual Bid area by virtue of postcode be barred from doing so (unless a new Office is set up in the London Individual Bid area)?

A: Providers from outside of London may apply to join London Schemes if their postcode is eligible for that Scheme. Providers should check the Duty Solicitor Postcode Tool for confirmation of the Schemes they are eligible for.

101. Q. If a firm successfully bids for a Crime Contract including Duty Schemes and completes verification and submits a CRM12, during the course of the contract can additional duty solicitors be added to that duty rota by submitting further CRM12s before the next rota is submitted?

A: The Information For Applicants provides further detail on verification and the allocation of Duty Slots as part of this tender process which affects the Rotas from 1 April and 1 July 2017. Duty Solicitors Engaged by firms who successfully Pass verification will be included on those Rotas.

Thereafter, we will refresh Duty Solicitor membership during the course of the Contract Period, and will publish advance notice of such exercises on our website. Providers may apply to add new Duty Solicitors to Schemes they are a member of using the CRM12 form by the deadline notified on our website.

102. Q. Under the 2010 contract if a Duty Solicitor leaves after the start of a Rota he/she remains on the Rota till its end date. Will that be the case under the 2017 Crime Contract or will there be a requirement to notify LAA on the departure of a solicitor such that their Slot can be reallocated?

A: You must notify us immediately if a Duty Solicitor gives notice of leaving your organisation.

Paragraphs 6.31 and 6.32 of the Specification give further detail on whether Rota Slots may be retained:

“6.31 Where a Duty Solicitor ceases to be Engaged by you and the date they will cease to be Engaged is after the deadline for the provision of Rota information pursuant to Paragraph 6.35 but before the start of the following Rota period we will remove all Duty Slots allocated in respect of the Duty Solicitor from that following Rota and redistribute them.

6.32 Where a Duty Solicitor ceases to be Engaged by you during a Rota period but before the deadline for the provision of Rota information pursuant to Paragraph 6.35 relating to any subsequent Rota period we will not remove Duty Slots allocated in respect of that Duty Solicitor for the current Rota period.”

103. Q. What happens if a Duty Solicitor moves firms just after the start of a Rota, they would not have any Slots in their name? If the answer is they would not have to cover any Slots, then a "Ghost" could sell his Slots to a firm for the Rota period and then resign on day one, the firm thereby keeping the Slots.

A: Paragraph 6.37 of the Contract Specification contains a number of free standing provisions that are designed to prevent abuse of the Duty Solicitor schemes. These provisions include express prohibitions on activity that essentially amount to the “sale” of an individual’s Duty Solicitor status.

The provisions apply notwithstanding any other contract provisions that allow for staff changes that occur in the ordinary course of business. Specifically, Paragraphs 6.31 and 6.32 of the Specification give further detail on whether Rota Slots may be retained. The contract terms that support ethical Providers do not protect “ghost” Duty Solicitors or those unscrupulous organisations that would seek to use them at the expense of others.

104. Q. Please confirm that the Westminster court Duty Rota includes the extradition Duty Rotas as one adult Court, rather than two separate adult Courts.

Procurement process for Criminal Legal Aid Services from April 2017 Frequently Asked Questions (FAQ) August 2016

A: The Westminster court Duty Rota will include the Westminster Magistrates and Westminster extradition courts. Whilst those organisations wishing to carry out extradition work must select Westminster Magistrates and Westminster extradition courts when completing the DIF, they will be counted as one adult court for the purposes of paragraph 3.4 of the Information For Applicants.

105. Q. Do we get all of the police stations within our London borough regardless of the two courts that we choose?

A: You will be allocated Slots on any police station Scheme that you are eligible for and apply to join.

106. Q: What provision(s) has the LAA included in the 2017 contract to ensure the safety of Duty Solicitors going to/from police stations late in the evening or early hours of the morning in order to meet the requirements to undertake attendances in their own name?

A: The Duty Rotas that are in place support the criminal justice system and ensure that clients have access to legal advice when they need it. Providers and Duty Solicitors alike should be aware that, at the police station, this may be during unsocial hours, and plan accordingly. We would expect that all Contract holders would take whatever steps were appropriate to ensure the safety of their staff.

107. Q. If we are awarded a contract including 3 Duty Schemes all within the same Individual ITT Bid, can individual Duty Solicitors Engaged by this firm still undertake duty work (cover court and police station duty slots) on any of the Schemes that we have been awarded a contract to carry out duty work on or are they restricted to only being able to cover Duty Slots (police station and court) that are assigned to the Duty Rota for which their CRM12 was submitted?

A: If the Office is eligible for multiple schemes, each Duty Solicitor operating from that Office will be eligible for Rota Slots on each Scheme. However, Duty Solicitors will only be able to join Rotas from one Office and must carry out a minimum of 14 hours Contract Work from that Office.

108. Q. If an organisation successfully applies to join a relevant Duty Scheme is there an obligation to submit at least one CRM12 for each of the relevant Duty Schemes applied for?

A: A CRM12 will be required for each Duty Solicitor in each Office from which you intend to deliver Duty Work. Further guidance on CRM12 applications can be found in Paragraphs 3.9 to 3.15 of the Information for Applicants (IFA). Deadlines for submission of CRM12s are set out on page 1 of the IFA.

109. Q. The only Supervisor Declaration Forms I can locate have "draft" watermarked on them (version 2 July 16). Is there a final form to be released?

A: All contract documents will retain the DRAFT watermark until the contract goes live on 01 April 2017, but organisations should use the Supervisor forms on the 2017 Standard Crime Contract page of Gov.uk. Organisations will not be required to resubmit further versions.

110. Q. For the purposes of the 4 fee earner per Supervisor ratio requirement, does the Supervisor count to the overall fee earner numbers?

A: Paragraph 2.30 of the Contract Specification states that each Supervisor can supervise 4 Designated Fee Earners. Supervisors do not count as Caseworkers in this calculation.

111. Q. Where an Applicant states an intention to Engage, for example 40 Duty Solicitors, but as at the start date of the contract only Engages 24, will the required number of Supervisors be 6 (to cover the 24 Duty Solicitors) or 10 (to cover the stated intention of 40) at a ratio of 1:4?

A: In this example, the required number of Supervisors would be 6 (i.e. 24 Designated Fee Earners divided by 4 = 6).

It should, however be noted that the ratio relates to Designated Fee Earners and not just Duty Solicitors as in the question above.

A Provider must have a Supervisor to Caseworker ratio of 1:4 throughout the life of the contract, which should be maintained if the organisation increases the number of Duty Solicitors Engaged or Designated Fee Earners.

112. Q. Paragraph 2.21(c) states that Supervisors must undertake a minimum of 6 Police Advice and Assistance cases. Do the 'six Police Station Advice and Assistance cases' need to be legally aided or could some be private?

A: 'Advice and Assistance' is defined in the contract as provided under the Legal Aid Sentencing and Punishment of Offenders Act. As such, Advice and Assistance refers specifically to criminal legal aid and does not include private client work.

113. Q. Are we correct in understanding that the 20 'court Representations and advocacy' in the Supervisor declaration form can include private cases?

A: Paragraph 2.21(c) of the 2017 Standard Crime Contract Specification confirms that a Supervisor must have undertaken a minimum number of Magistrates Court or Crown Court 'Representations'.

'Representation' (as defined in the 2017 Standard Crime Contract Standard Terms) has the meaning given to it in section 42(1) of the Legal Aid Sentencing and Punishment of Offenders Act. That Act does not limit 'Representation' to legal aid work only.

114. Q. Please explain why the Supervisor requirement of 20 court attendances is more onerous than the Duty Solicitor requirement of 12 attendance at court during any 12 month period. This means a Supervisor has to spend more time in court and less time available to them to supervise than someone just carrying out a Duty Solicitor role?

A: We consider that the Supervisor requirements have been set at an appropriate level, requiring Supervisors to demonstrate an appropriate level of expertise. We believe that Supervisors should be able to demonstrate experience of dealing with all areas of work including court Representations and advocacy.

115. Q. Do file reviews for Caseworkers/Designated Fee Earners have to be completed by a person who is nominated as a "Supervisor" or can another Designated Fee Earner (who is not a Supervisor) carry out the review?

A: Files Reviews must be completed by a Supervisor. Under 2.18 of the Contract Specification the Supervisor must carry out file reviews for each Designated Fee Earner or Caseworker they supervise.

116. Q. Am I able to count files I have prosecuted on behalf of the Crown Prosecution Service as evidence of Representation in Court for the Supervisor Declaration Form?

A: No; "Representation" is defined by the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and relates to the provision of services to individuals. The Supervisor requirements are designed to demonstrate that the individual has the skills and experience to supervise the defence of legal aid clients rather than experience of the criminal justice system generally.

117. Q. Are solicitors who attained their status as Duty Solicitors by virtue of their dual qualification at the Independent Criminal Bar exempt from becoming Supervisors due to not having a formal CLAS accreditation?

A: Individuals who do not hold CLAS may not act as Supervisors. See Paragraph 2.21 of the Contract Specification.

118. Q. When applying for a Crime Contract for the 'Criminal Investigations & Criminal Proceedings' Class, is the only route to qualification as a Supervisor to hold the CLAS or can one still qualify under the '350 hours casework route' which was available under the 2010 Standard Crime Contract?

A: The single route to qualification as a Supervisor is contained in Paragraphs 2.20 to 2.21 of the Contract Specification.

There is no separate '350 hours casework' route.

119. Q. Does a Supervisor need to be based at the same Office as those they are supervising?

A: No, the Contract does not explicitly require a Supervisor to be based in an Office at which staff are supervised. However, the supervision standards at Paragraphs 2.15 to 2.19 of the Contract Specification require Supervisors to designate time to be in Offices where Contract Work is being conducted and conduct face to face supervision at least once each month where staff are based at a location other than the Office at which the Supervisor is based.

Providers are required to keep records to demonstrate compliance with the Contract requirements and demonstrate compliance on audit and at other times when requested.

120. Q. As a sole trader and taking into account that I do not employ myself do I count myself as a Full Time Equivalent Supervisor?

A: The Definition of 'Employee' is set out at Annex D of the IFA and includes directors, members or partners of an organisation.

121. Q. If the "new entity" does not (and does not have to), Employ a Supervisor at the point of application does it have to submit a Supervisors Declaration Form with the application? If the answer is yes then should I use my own details/information to complete a Supervisor's Declaration Form?

A: All Providers must employ a FTE Supervisor and complete the relevant Supervisor Declaration Form which must be provided as part of the verification process, as set out in Section 8 of the IFA. Applicants will be required to evidence that Supervisors will be Employed at the Contract Start Date i.e. no later than 1 April 2017.

122. Q. On the Supervisor forms, in the Magistrates/Crown do you want the type of case or confirmation that this involves representation/advocacy by the Supervisor?

A: In Section 3 of the Crime Supervisor Declaration Form, Supervisors are required to complete the type of case.

123. Q. Can representation of a Duty client when acting as Duty Solicitor be used as evidence of magistrates' court representation in section 4 of the Supervisor form.

A: Court Duty Attendances may be included as Representation of a Client with one session counting as one Representation only. This will be reflected in the Contract.

124. Q. What does infrastructure include? Does infrastructure include parking, telephone access, computer access, desk space? Can a firm have Duty Solicitors 'hot desking'?

A: Providers must have sufficient facilities to enable the provision of legal advice to Clients and delivery of Contract Work in accordance with the Office requirements set out in Paragraphs 2.44 to 2.52 of the Specification, Clauses 7.19 and 7.20 provide detail on the IT requirements (including those for individual fee earners).

125. Q. I currently work from home. I have a designated Office space in my house which is private and at which I can offer meetings. I intend to use a PO Box for post. Is there any requirement for me to advertise my home address for clients?

A: Paragraph 2.52 of the Specification expressly prohibits the use of residential premises as an Office.

126. Q. I intend to work between two Offices with 14 hours minimum work created from each. Will I be required to employ a member of staff full time to work from each Office? Is there any way for a sole trader to cover two Offices without full time employed staff?

A: Under Paragraph 6.6 of the Specification, Duty Solicitors may only apply for membership of Duty Schemes from a single Office.

The Office requirements are set out in Paragraphs 2.41 to 2.52 of the 2017 Standard Crime Contract Specification.

Paragraph 2.44(c) requires a Provider's Office(s) to be open and accessible to clients and prospective clients during normal Business Hours on each Business Day and be permanently staffed by a representative of the Provider's organisation.

127. Q. Members of staff are required at both Offices. As a sole trader I only wish to employ one member of staff. Can I be the full time employee at one Office and an employee as the full time at another Office? Can I employ two part-time? Is this just as long as the Office is open and accessible 9-5?

A: The Office requirements are set out in Paragraphs 2.41 to 2.52 of the 2017 Standard Crime Contract Specification.

Paragraph 2.44(c) requires a Provider's Office(s) to be open and accessible to clients and prospective clients during normal Business Hours on each Business Day and be permanently staffed by a representative of the Provider's organisation for the purposes of arranging appointments and, where appropriate, arranging advice in emergency cases.

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Paragraph 6.23 of the Specification requires a Duty Solicitor to carry out 14 hours Contract Work per week from the Office from which their rota slots are derived.

128. Q. I intend to use a serviced Office. I am aware this means I need a member of my organisation's staff there, but is it acceptable to just have one room that is for my sole use which can be used as meetings? I intend to use the Office, which is staffed as the meeting room. Is this permissible? i.e. when not used for meetings, the staff member will be using it. If required for a meeting they can sit in on the meeting.

A: Paragraphs 2.44 to 2.52 of the Specification set out the requirements that all Offices must have. These include suitable facilities for client appointments - including private interview rooms - a constant right of access, and sufficient infrastructure to enable the Provider to deliver Contract Work (see above).

129. Q. If we commence contract work from an Office in a one postcode area and then subsequently wish to move our Office to a different postcode area but that postcode area attracts exactly the same Duty Schemes, do we have to ask for the necessary consent under the Clause 13 of the Standard Terms to move that Office, and if so would permission be automatic?

A: Under Paragraph 2.53 of the Specification, a Provider must ask for the LAA's prior consent where the intention is to relocate an Office outside of the postcode area listed in their Schedule. If Duty Scheme eligibility remains the same in the new postcode area the LAA will not unreasonably withhold such consent.

130. Q. Will the 8.75% fee cut be reinstated for the beginning of the new contract, in April 2017?

Q: Given that the second 8.75% fee cut will come into effect with the beginning of the 2017 Standard Contracts in April 2017 and there will be no forced consolidation of the market, what further analysis has been undertaken by the LAA regarding the sustainability of the provision of publicly funded representation and will the LAA publish this analysis?

A: The issue of payment for Contract Work is set out at Paragraph 1.21 of the IFA:

"The Written Ministerial Statement made by the Lord Chancellor on 28 January 2016 announced that the second fee cut which was introduced in July 2015 has been suspended for a period of 12 months from 1 April 2016."

131. Q. What will happen if our COLP refuses to sign the embarrassment clause as it fundamentally conflicts with our ethical obligations to act independently and in the best interests of our clients?

A: We do not believe that this provision conflicts with a lawyer's duty to act ethically or in a client's best interests.

If applicants do not intend to execute, or be bound by all the terms of the contract, they should not submit a tender.

132. Q. Please clarify, with examples, as to what would be deemed embarrassing to the LAA.

A: We are unable to comment on hypothetical scenarios.

133. Q. With reference to Paragraph 4.10 (c), whereby the Legal Aid Agency may request 'a copy of the original signed declaration at any time during the contract or after the contract period but no later than six years from the date the contract ends' will an electronic copy of a signed declaration suffice?

A: As confirmed by Paragraph 4.10 (c) of the Contract Specification, Providers will be expected to keep the original signed declaration, this being the physical copy of this document.

134. Q. How do I comply with file retention requirements of the Legal Aid Agency (LAA) and Solicitor Regulation Authority (SRA) where the case bundle is held digitally in the CCDCS?

A: Defence practitioners have a responsibility under LAA contractual and SRA professional practice requirements to keep the case file (either in paper form or electronically) for a period of 6 years following the closure of the case. With the introduction of CCDCS it is recommended that you download and securely save a copy of the digital bundle from the CCDCS at the conclusion of the case in order to ensure you can continue to comply with these file retention/record management requirements.

135. Q. Can 8.10 of the Standard Terms be amended so that documents can be held in Excel and Word formats as well as pdf?

A: As per Clause 8.10 of the Standard Terms, any records of Contract Work which are held electronically must be in PDF format.

136. Q. Can you confirm that two Offices can operate under one LAA contract number as long as they are under the same geographical bid area?

A: Each Office must have a separate LAA Account Number.

137. Q. To what extent do you expect us to consult with a client on choice of advocate? Is it sufficient to state to them that a suitable advocate has been instructed on their behalf and they should contact us if they wish to discuss the choice of advocate so long as the requirements of 7.3 a to d of the Standard Terms are complied with?

A: Clause 7.3 of the Standard Terms requires that “before” instructing an advocate a Provider must consult the client and advise them of the name, status, experience and suitability of that advocate before instruction. Consult does not mean inform.

138. Q. Will “verification” be measured against the provisions (minimum experience requirements) of the new 2017 Crime Contract or the current 2010 Crime Contract?

A: The verification process is set out in Section 8 of the IFA. Verification will be carried out against the requirements of the 2017 Standard Crime Contract.

139. Q. Please confirm that a solicitor with higher court advocacy rights is able to provide advice on an appeal in relation to any matter in which they have been instructed to undertake the advocacy on that case.

A: As Paragraph 4.17 of the Specification confirms, where you seek an opinion from a Solicitor with higher court advocacy rights, that opinion must be provided by an independent

advocate who is not a partner in, or employed by, or a consultant of the organisation with conduct of the case.

140. Q. How is the transition to the new duty solicitor requirements going to work? Do prospective Duty Solicitors need to be working now towards meeting the 2017 requirements, in readiness for the CRM12s in January, or are there going to be transitional measures of some sort?

Q. Can you confirm whether the Duty Solicitor provisions are assessed during the life of new contract only, or do organisations have to supply evidence that those criteria have been met during the life of the present contract?

A. The CRM12 form will be amended to reflect the requirements of the 2017 Standard Crime Contract. This will be through engagement with the Representative Bodies later this year. We can confirm, however, that the CRM12 will require that the minimum requirements for applying to join the schemes are met as now, e.g. that the Duty Solicitor is a member of CLAS and is not a special constable. The form will also be signed by the COLP, who will be confirming that the Duty Solicitor will meet the requirements as set out in 6.22 and 6.23 of the Contract Specification on an ongoing basis. This will be checked via Contract Management activity throughout the life of the Contract. No transition period will therefore be required.

141. Q. Para 2.44 (C) of the draft specification requires an office to be "permanently staffed by a representative of your organisation (who need not be directly employed by you). Will a receptionist shared with another organisation fall within this description provided that they assist clients as required by para 2.52 (f)?

A. Yes, provided that the Office requirements as set out in Paragraphs 2.44 to 2.52 of the Specification are met.

142. Q. Do we need a full time supervisor for an Office, or can we have a part-time Supervisor?

A. Where you carry out work under the Criminal Investigations and Proceedings class of work, you must Employ a minimum of one Full Time Equivalent Supervisor (which could entail Employing two or more part-time Supervisors) and maintain the supervisor ratios set out in Paragraphs 2.29 to 2.31 of the Specification. Supervisor requirements can be found in Section 2 of the 2017 Standard Crime Contract Specification.

143. Q. Is it acceptable to include Military Police interviews and Courts Martial as evidence of relevant experience when completing the Supervisor declaration?

A. 'Advice and Assistance' is defined in the Contract as provided under the Legal Aid Sentencing and Punishment of Offenders Act. This includes investigations by Service Police, subject to paragraphs 9.57 – 9.60 of the 2017 Standard Crime Contract Specification. Such cases may therefore be used to demonstrate Supervisor experience.