

## Specialist Provider Framework Clarification Questions & Responses

### General

No.	Suppliers' Questions	Response	Date responded
1	<b>Why have a specialist provider framework?</b>	<p>In South Gloucestershire, specialist provider services have, historically been grouped together under Community Based Support. Due to wide and varied scope of Community Based Support this has led to differing understandings of what specialist provider service provision is. Current processes have highlighted areas where there is insufficient specialist provider services within South Gloucestershire, particularly for people with multiple and complex needs (including learning difficulties, mental health needs, autism, physical and/or sensory impairments, acquired brain injury and behaviours that challenge) who require specialist support.</p> <p>Limited choice and provision within the area and neighbouring local authorities has led to a reliance on higher cost residential colleges maintaining support, rather than individuals moving on to a more appropriate, empowering, and cost-effective level of support within the community. A move towards progression and outcomes focussed specialist provider services will give providers more of a timeline to work to with more flexibility to support individuals achieving outcomes and enable a more joined up approach to reviewing progression and monitoring quality.</p>	09/05/23
2	<b>Will all providers join the framework immediately?</b>	We will start with new providers, and we will be making best efforts for existing providers/schemes to come in line with	09/05/23

No.	Suppliers' Questions	Response	Date responded
		framework terms as and when annual reviews happen.	
3	<b>What if we do not wish to join the framework as an existing provider?</b>	To ensure that specialist services are delivered effectively and safely, we will only commission services who are signed up to the framework. The commissioning team would be keen to support any providers wishing to go onto the framework. The Community based framework is being reviewed and is approaching end of contracts and we will be working with specialist providers to move onto the specialist provider framework.	09/05/23
4	<b>Can we join the framework at any time?</b>	Providers can tender to join the framework at any time during the lifetime of the framework. South Gloucestershire Council will conduct evaluations round every quarter, or sooner if necessary.	09/05/23
5	<b>Do I have to fill this out for every service?</b>	This is initial work that you do upfront (once) for the framework, when tenders to go onto the framework are submitted.	09/05/23
6	<b>Is there a set date for the framework going live?</b>	Yes, the framework is planned to go live at the beginning of September 2023.	09/05/23
7	<b>Will the referral pathway change?</b>	No, the referral pathways will continue as they are.	09/05/23
8	<b>Question 3 of schedule 4 details both a 750 and 500 word limit – can you confirm which is correct?</b>	The correct word limit is 750 words. An updated Schedule 4 with the correct word limit has been uploaded to the tender as of 27.06.23 and notification has been sent around to all suppliers confirming this.	02/06/2023 & updated 28/06/2023
9	<b>Quality question 5 – Social value - is the word count per initiative or must all initiatives be covered in 500 words?</b>	For Question 5 in Schedule 4 the word count is 500 words in total including all initiatives.	02/06/2023
10	<b>For Schedule 4 – question 1 are providers able to submit an organisational structure chart in addition to the word limit?</b>	Yes we are happy for providers to do this.	02/06/2023
11	<b>Schedule 4 – do you require a completed set of questions per lot applied for or a single response document encompassing information for all lots applied for?</b>	single response document encompassing information across all the lots - Schedule 4 Question 1 asks for your experience in each of the lot areas.	05/06/2023

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12	<b>Schedule 4 - Are images, diagrams and charts permitted to be included in our responses within Schedule 4? If so, do any words on said images count toward the total word limit?</b>	Yes we are happy for these to be used and they will not be included as part of the word count.	05/06/2023
13	<b>In Schedule 1 Information and Guidance – page 9 states that we are to insert the tender prices based on schedule 5 into Appendix 1 and sign parts A &amp; B. We note there is no place to insert the prices – can you confirm whether this document needs to be amended to include confirmation of the prices submitted or should we just be signed as is?</b>	Please add pricing into the Schedule 5 Pricing Tool and Costings Tab. I will make the necessary amendments to the documents to avoid any further clarification being required going forward. Updated wording in Schedule 1 page 9 included in the guidance to confirm the prices are included in schedule 5 and do not need to be added again into the Appendix 1 this will be uploaded to the portal as of the 28.06.23.	05/06/2023 & 28/06/2023
14	<b>Question 7.8 (C) asks for a list of our policies and procedures. We have dozens, all with different review dates. Is it possible to be more specific, please? &amp; As it would not be practical to list all our company policies and procedures, please can you provide guidance about which ones you would like to see here? Thanks.</b>	Please provide a list of your policies and procedures in relation to adult social care and support provided to individuals.	06/06/2023
15	<b>Please can you advise what the call off / mini competition process is once the framework is live? Will it include procurement of services of 2 or more individuals or will everything be individual call off packages?</b>	All will be call off of individual packages but this could include one or more packages at the same time should the service (supported living scheme for example) be suitable for compatible individuals to live together etc and move in at the same time. We may also ask further information on specific individuals that may be deemed more complex and how an organisation may support the individual etc.	06/06/2023
16	<b>Please can provide the demand analysis / pipeline for demand for learning disabilities and autism supported living services in the future?</b>	Please see our website for the information you require: Information for adult social care providers   BETA - South Gloucestershire Council (southglos.gov.uk) It is included within the Market Position Statement.	06/06/2023
17	<b>Please would you kindly advise if there is a clarification deadline for this opening of the framework?</b>	No there is not. I am keeping clarifications open throughout the period of the framework and will update the	06/06/2023

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		clarification questions/FAQs regularly for tenderers to see.	
18	<b>In schedule 2 question 7.2b (GDPR), there is no word count noted. Can you confirm if this is correct so we can understand the level of detail you are looking for?</b>	it should state - Please use no more than 500 words. please keep within this word count.	07/06/2023
19	<b>Can you confirm if the application must be in the same name as appears on the CQC registration? We have several different CQC entities</b>	If you list them all with their CQC registrations we can work with you to see which ones would be most likely to work with etc.	07/06/2023
20	<b>Is the framework for new services/providers only?</b>  <b>And</b>  <b>Could the council please clarify if this Framework is for individual placements, or if new/existing services will be procured through this framework?</b>	No it is for both existing providers and new providers to South Gloucestershire Council.  this is an individual placement framework so each placement per individual into each of the different lots. This framework is for new and existing providers/placements to apply to as per the service specification.	12/06/2023
21	<b>Schedule 4 - In respect of question 1 where it asks for a staff training matrix, are you wanting an Organisational matrix or matrix specific to South Glos?</b>	we are looking for an example training matrix in relation to mandatory training provided to care staff/support workers in south glos please. Let me know if you have any further questions.	14/06/2023
22	<b>Schedule 3 has been issued as a pdf document, which makes it difficult to access the many embeds in this specification. Could it be issued in a format more compatible to accessing please?</b>	Should a provider be unable to access an embedded document and wish to review it, please contact us and we will be able to share these with you	16/06/2023
23	<b>Please can you confirm how the prices submitted at tender stage will affect pricing at call off stage? Will providers be ranked by the prices they submit at tender stage and only see certain call offs?</b>	No all providers will see all available packages and the brokerage team will apply best value and suitability/compatibility following assessment of providers. Although we will have one rate per provider some individuals may require a higher hourly rate we can be applied for should the assessment call for this.	21/06/2023
24	<b>Schedule 6 – Terms and Conditions - Contract Clause 9.3 – notification to providers of the proposed increase citing clause 8.2 which is incorrect in that clause 9.2 is the mechanism for calculating the increase.</b>	Contract Clause 9.3 – notification to providers of the proposed increase citing clause 8.2 which is incorrect in that clause 9.2 is the mechanism for calculating the increase. - <a href="#">this has been amended in the Terms and Conditions</a>	27/06/2023

No.	Suppliers' Questions	Response	Date responded
	<ul style="list-style-type: none"> <li>- <b>Contract Clause 9.7 – a mistake that states that the price review process will commence from 2015.</b></li> <li>- <b>Contract Clause 16.1 – Is using CM2000 integral to securing payment?</b></li> <li>- <b>Contract Clause 18.1 – it repeats clause 9.2 above but adds in the reference at clause 9.8 re. the availability of Government Funding. Can we ask them to clarify why the same clause appears twice?</b></li> <li>- <b>Contract Clause 29.3 – please clarify the cross references to clauses 27.1 &amp; 27.2 as they appear to be incorrect.</b></li> <li>- <b>Contract Clause 56.1.1 – either party can terminate the framework on 6months notice. Please clarify why this is subject to ‘Conditions 53’?</b></li> <li>- <b>Schedule 1 – the form of purchase order is embedded but not accessible.</b></li> </ul>	<p>and a revised version will be uploaded to the tender by the end of today.</p> <p>Contract Clause 9.7 – a mistake that states that the price review process will commence from 2015. - this has been amended and a revised version will be uploaded to the tender by the end of today.</p> <p>Contract Clause 16.1 – Is using CM2000 integral to securing payment? - No we will be moving away from CM2000 and therefore the clauses in relation to CM2000 will be superseded by the new payment system. However we have amended the Terms and Conditions to make this clearer and a revised version will be added to the tender by the end of today.</p> <p>Contract Clause 18.1 – it repeats clause 9.2 above but adds in the reference at clause 9.8 re. the availability of Government Funding. Can we ask them to clarify why the same clause appears twice? - We have added in the clause (C) from 18.1 into 9.2 also for clarity. Rationale for the duplication is to ensure there is no different between the annual price and the uplift process. To note this clause is currently also being updated and will likely be amended prior to the framework going live in September.</p> <p>Contract Clause 29.3 – please clarify the cross references to clauses 27.1 &amp; 27.2 as they appear to be incorrect. - they are correct in relation to default notices and applied by either party and then mediation.</p> <p>Contract Clause 56.1.1 – either party can terminate the framework on 6months notice. Please clarify why this is subject to ‘Conditions 53’? - this is in relation to a new organisation/owner taking over the provider/business and or should either party give notice on the contract all</p>	



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		<p>information is shared to ensure continuity for the individuals should that be required.</p> <p>Schedule 1 – the form of purchase order is embedded but not accessible. - a new embedded document has been added to the schedule and a revised terms and conditions will be uploaded to the tender by the end of today.</p>	
25	<p><b>In reference to the Framework Agreement section 15.2:</b>  <b>"Providers must use an electronic rostering system which interfaces that is:</b>  <b>a) fully compatible with the Council's specified electronic monitoring system and provides all data that is required by the Council"</b>  <b>Could the council please confirm the following for supported living services:</b>  <b>What specific data is required by the council?</b>  <b>Would the council be willing to accept weekly data of 1-1 hours provided from our rota system?</b></p>	<p>Thank you for your message and in response. yes likely we would, we are currently working on a new provider portal system and how providers are paid and moving away from CM2000. We are still in the early stages of this but should we commission with your service prior to this starting we would look to request manual/paper invoices instead.</p>	27/06/2023
26	<p><b>Schedule 2 - The ITT has no q 1.4- is there a missing question or should we simply ignore?</b></p>	<p>That was a numbering error and an amended version will be uploaded to the portal today</p>	28/06/2023
27	<p><b>Can you please advise whether you would consider a micro business, i.e. effectively a startup, just starting to develop? I can tell the Quality response is particularly reliant upon experience and wonder whether a submission based predominantly on "what we would do" rather than "what we have done" would be considered?</b></p>	<p>Yes that is fine for those startup companies/newly formed companies.</p>	27/06/2023
28	<p><b>Could you please confirm if there is a requirement to have a local office base when applying for this contract?</b></p>	<p>No we are not asking for a local office base when applying for this framework.</p>	29/06/2023
29	<p><b>For the supported living lot, please can you confirm whether there could be any call-offs for any supported living schemes? E.g.</b></p>	<p>Yes the framework is for existing and new supported living schemes.</p>	29/06/2023

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	existing schemes where a new onsite provider is required?		
30	Will live-in care packages be included under this contract, and if so, under which lot?	this would be included under Community based support.	29/06/2023
31	Is the Specialist Provider Framework for residential services also?	The Specialist Provider Framework includes the below lots only: <ul style="list-style-type: none"> <li>• Community Based Support</li> <li>• Day Services</li> <li>• Mentoring Services</li> <li>• Supported Living Services</li> </ul>	29/06/2023
32	Can i just query if this is relevant to the Alternate Provider Provision or is it solely for Social Care?	Alternative Provider Provision can be included under Day Services and or Mentoring Services as part of this framework.	30/06/2023
33	Can you clarify whether the tender was also for children under the age of 18 or only for adults over 18	This tender is predominantly for adults over 18 there may be cases of transitions before they turn 18 but otherwise predominantly for individuals over 18 years of age.	12/07/2023
34	Could you please confirm if there is a requirement to have a local office base when applying for this contract?	No we are not asking for a local office base when applying for this framework. As the framework is open to all providers both in area and out of area.	29/06/2023
35	For the supported living lot, please can you confirm whether there could be any call-offs for any supported living schemes? E.g. existing schemes where a new onsite provider is required?	Yes the framework is for existing and new supported living schemes.	29/06/2023
36	Will live-in care packages be included under this contract, and if so, under which lot?	this would be included under Community based support lot for potential live in care packages.	29/06/2023
37	<p>1.1(g) - (i) Hi there Please can you confirm whether the questions below refer to CQC registration?</p> <p>Are you registered with the appropriate professional or trade register(s) specified for this procurement in the Member State where your organisation is established?</p> <p>1.1(h) - (i) For procurements for services only, is it a legal requirement in the</p>	Yes you are correct, if you are CQC regulated please provide details in relation to your CQC regulation.	13/07/2023

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	<p>country where you are established for you to:</p> <p>a) possess a particular authorisation, or</p> <p>b) be a member of a particular organisation,</p> <p>to provide the requirements specified in this procurement?</p> <p>Yes <input type="checkbox"/>[RB2]</p> <p>No <input type="checkbox"/></p>		
38	<p><b>5.4</b></p> <p>Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.</p>	<p>Supplying information on at least the last two years' worth of audited accounts as per question 5.2 if you are able to supply this then please tick Yes to question 5.4</p>	13/07/2023
39	<p><b>Are ADOS-2 Autism Assessments be included within scope of the Specialist Provider Framework?</b></p>	<p>Unfortunately not we are not looking to commission autism assessments for individuals under the framework but providing social care support to individuals already diagnosed with autism through the various lots</p>	03/07/2023

### Costings

No.	Suppliers' Questions	Response	Date responded
1	<p><b>What is the difference between core and shared?</b></p>	<p>"Core costs" include everyone. Shared costs include many (Not all).</p>	09/05/23
2	<p><b>The staffing included in core costs vs staffing in shared cost – what is the difference?</b></p>	<p>Core staffing costs are the basic staff you need to run on a daily basis. Shared staffing costs are where support is 1: many or many:1 (guided by what the requirements of individuals care and support plan states)</p>	09/05/23
3	<p><b>Do we bid to go on framework with one hourly rate?</b></p>	<p>Providers will bid to go onto the framework as one organisation with one hourly rate. For individuals identified requiring a different hourly rate to the standard, a discussion will be had with the commissioning team on a case-by-case basis.</p>	09/05/23



No.	Suppliers' Questions	Response	Date responded
		<p>Across different types of service provision there may well be different types of hourly rate (e.g. One to one rate, shared support rate, many to one rate, sleeping night rate, waking night rate). Existing providers who provide support under Community Based Framework rates will continue with current rates under the specialist provider framework. For new providers who wish to join the specialist provider framework, rates will be agreed at tender stage.</p>	
4	<p><b>Do we need to provide a full breakdown of our hourly rate?</b></p>	<p>Generally, the answer is no. However, South Gloucestershire Council reserves the right to request further financial breakdown of hourly rates (current/proposed) as part of discussions. This may include use of the framework pricing tool, Care Cubed or any finance modelling that may supersede this.</p>	09/05/23
5	<p><b>Can we average these costs across services?</b></p>	<p>Yes, you can average costs across services.</p>	09/05/23
6	<p><b>What about voids (supported living only)?</b></p>	<p>Voids are an eligible cost covered by housing benefit so will not be covered by this framework.</p>	09/05/23
7	<p><b>We are a current provider supporting South Gloucestershire individuals, what happens to the rates for this cohort of people?</b></p>	<p>All current South Gloucestershire individuals accessing support commissioned under the Community Based Framework will automatically transfer over to the specialist provider framework on current rates. However, should the provider deem these rates no longer sustainable for their service, a conversation can be between the provider and South Gloucestershire Council. South Gloucestershire will work with each provider to identify the individuals/packages that will transfer over to the specialist provider framework, there may be providers that continue to work across both the specialist provider framework and the community-based support framework.</p>	09/05/23
8	<p><b>Will the Council have maximum rates payable like Bristol do? And if so, what these rates are.</b></p>	<p>Please see that on our Market Sustainability Plan it states that the average price we pay for community</p>	01/06/23

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		<p>services is £24.05 per hour. Here is the link to the full document. <a href="https://www.southglos.gov.uk/adult-social-care-market-strategies-and-information">Adult social care market strategies and information   South Gloucestershire Council (southglos.gov.uk)</a></p> <p>We have agreed rates per provider not across services, however when calling off from the framework with our Brokerage Team they will need to ensure purchasing services at the best value for the Council.</p>	
9	<p>If we are an existing provider where do we put our rates on the pricing tool?</p>	<p>Please input your existing rates on the Costings tab of the pricing tool and the table starting on row 115.</p> <p>Updated – 17/07/2023</p> <p>If you are an existing provider please include your costings under the table starting on row 115 of the costing tab.</p>	02/06/2023 & Updated 17/07/2023
10	<p><b>Schedule 1, section 4.3.1 refers to a 'range of rates' and says if providers are 'outside of the ranges we have applied then the provider will score zero'. Please can you direct us to where this range of rates is shown as we cannot find it? Thank you</b></p> <p><b>And question – The Pricing Element (20%) will be evaluated based on current rates agreed with existing Providers and market intelligence to ensure a fair scoring is provided across all tenders. The Council will have a range of hourly and half day session rates that we are planning to assess Providers against for the different service areas included within the Framework. Should a Provider include a rate that is lower than the median than a higher percentage weighting/scoring for Price will be applied. If they are higher than the median than a lower percentage weighting/scoring will be applied. If they are outside of the ranges, we have applied then the Provider</b></p>	<p>This is commercially sensitive information however I can refer you to our Market Position Statement on our website for Homecare/community based support services (Title (southglos.gov.uk)) which confirms an average hourly rate of £24.05 per hour. However we would always be looking to commission best value for our placements when calling off the framework so if the rate is too high and we had an offer for a lower rate we would be looking to commission with the lower rate.</p> <p>Updated 28/06/2023 – I have confirmed with our procurement team that we are not able to publish the range of rates used but we have given you a guide of what our average hourly rate is based on our Market Position Statement - <a href="https://www.southglos.gov.uk/information-for-adult-social-care-providers">Information for adult social care providers   BETA - South Gloucestershire Council (southglos.gov.uk)</a></p>	02/06/2023

No.	Suppliers' Questions	Response	Date responded
	<p>will score zero and will be asked to review their pricing and will be asked to re-apply in the next round of the framework for the Council to review again.</p> <p>Please can you confirm the current ranges for supported living?</p>		
11	<p><b>Schedule 5 - Do you require a pricing document per lot applied for or a single pricing document encompassing all costs for all lots applied for</b></p>	<p>On the pricing tool there is a costing tab and table starting row 115 where you can submit your costings there for each of the lots. We do not need a pricing tool per lot.</p>	05/06/2023
12	<p><b>We note Appendix 3, section 14, which tells us to submit one hourly rate and/or session rate, which cannot be altered unless through the specified review process. Because of the range of services and specialisms which might be commissioned under the framework, does this mean that providers should submit their maximum hourly rate for their most complex service, and will we then be able to offer a lower rate at call off e.g. if a less complex service is commissioned? If a call off included TUPE terms and conditions, would the provider be able to submit a higher rate to take those into account?</b></p>	<p>I can confirm we would be looking for a standard hourly rate for supported living, mentoring and CBS support and a standard half day session rate for Day services.</p> <p>Should an organisation assess an individual as requiring a higher hourly rate with clear rationale provided this can be discussed during the assessment and brokerage phase of the individual package with the Brokerage and Commissioning team.</p>	15/06/2023
13	<p><b>In relation to Schedule 5 – Pricing Tool</b></p> <p><b>Pricing tool :</b></p> <p><b>Supported Living tab:</b></p> <p><b>The guidance indicates we don't have to provide a full breakdown of hourly rates, yet the pricing tool requests we do. Is it acceptable to simply complete the "total rates" cells on the tool (e.g cells B119 onwards on the supported living costings tab)</b></p> <p><b>Guidance states no void allowance can be included, yet the pricing tool allows for a 10% void in Supported living. Which is correct?</b></p> <p><b>the allowed 5% profit margin is added prior to any additional</b></p>	<p>Pricing tool :</p> <p>Supported Living tab:</p> <p>The guidance indicates we don't have to provide a full breakdown of hourly rates, yet the pricing tool requests we do. Is it acceptable to simply complete the "total rates" cells on the tool (E.g. cells B119 onwards on the supported living costings tab) - <a href="#">Yes I am happy for you to do that</a></p> <p>Guidance states no void allowance can be included, yet the pricing tool allows for a 10% void in Supported living. Which is correct? - <a href="#">no void allowance is correct. a revised version of the Pricing tool will be added to the tender by the end of today.</a></p> <p>the allowed 5% profit margin is added prior to any additional costs. This should be added afterwards. Can this</p>	

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	<p>costs. This should be added afterwards. Can this be altered?  The template adds the hourly rate for waking nights and sleep-ins to the core hourly rate charge which inflates the hourly charge unrealistically. Can the formula be changed?  Cells B113 and B114 are weekly rates not hourly, but the template adds these to the final figures per hour which inflates the hourly charge unrealistically. Can the formula be changed?  Day services tab:  There is no line for cost of premises/equipment/activity hire expenses. Can we add these somewhere?  There is no line for staffing oncosts. Where should we add these?  CBS tab:  There is no line for staffing oncosts. Where should we add these?</p>	<p>be altered? - Yes you are correct, an amended version of the pricing tool will be uploaded to the tender before the end of today.  The template adds the hourly rate for waking nights and sleep-ins to the core hourly rate charge which inflates the hourly charge unrealistically. Can the formula be changed? - agreed this has been taken out of the formula and an amended version of the pricing tool will be uploaded to the tender by the end of today.  Cells B113 and B114 are weekly rates not hourly, but the template adds these to the final figures per hour which inflates the hourly charge unrealistically. Can the formula be changed? - agreed these have been amended and a new formula has been put together and a revised version will be added to the tender by the end of today.  Day services tab:  There is no line for cost of premises/equipment/activity hire expenses. Can we add these somewhere? - agreed these have been amended and a new formula has been put together and a revised version will be added to the tender by the end of today.  There is no line for staffing oncosts. Where should we add these? - agreed these have been amended and a new formula has been put together and a revised version will be added to the tender by the end of today.  CBS tab:  There is no line for staffing oncosts. Where should we add these? - agreed these have been amended and a new formula has been put together and a revised version will be added to the tender by the end of today.  I am happy for you to put your existing costings in this table below on the costings starting row 115</p>	
14	<p>Do we also need to put in costings for our residential services into the costings tab?</p>	<p>No this framework is for services that are outside of residential and nursing services and therefore are not included within the lots of the framework.</p>	

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15	<p><b>Ref 4.3.1 Pricing evaluation</b>  <b>We are currently delivering complex care and support to an individual funded by South Gloucestershire who is very complex and the rate agreed is reflective of this. Our organisation specialises in providing support to people who have the most complex needs, where the costs may be higher. The statement reads that if outside of the range the provider will score zero. Could you please give an indication of the range and if allowances are made for more complex. If we put a lower rate through as an average, would this mean the current costings for the care package would reduce?</b></p>	<p>We always welcome discussion based on individuals needs to understand a request for a higher hourly rate. If successful to the framework these discussions can happen on a case by case basis but not everyone being a caveat.</p>	12/07/2023
16	<p><b>Where should I submit my costings and the costings in the pricing schedule and the terms and conditions do not correlate with the pricing schedule.</b></p>	<p>The pricing schedule has been updated following feedback in Round 1 to allow for different service types to add various rates. We have also decided to not request a breakdown of the costs but just the overall hourly rate for each of the service types. Please continue to use the costings tab on schedule 5 for costings to be added to. We have also added the request for an electronic signature to be added to the pricing schedule as per schedule 1 guidance.</p>	21/07/2023
17	<p><b>Terms and Conditions Amended</b></p>	<p>Following guidance from South Gloucestershire Council's Finance Department the Term and Conditions clause 9.2 and 18.1 has been amended to reflect the below changes:</p> <p>Taken out:</p> <p>(a) 30% of the price by the same percentage as the All Items Retail Price Index (RPI) increased or decreased over the twelve months preceding the October before the anniversary of the Commencement Date; and</p> <p>(b) 70% of the price by the same percentage increase or decrease as the annual NJC wage settlement applicable to the generality of local</p>	21/07/2023

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		<p>Council single status employees applied during the 12 months period above ignoring for this period any deviations from that settlement applied to any particular category or categories of staff.</p> <p>Reference only now to:</p> <ul style="list-style-type: none"> <li>• The agreement to any increase in the Contract Price shall be dependent on the availability and/or allocation of Central and Local Government funding.</li> </ul> <p>Further revision may take place again prior to the framework going live on the 1<sup>st</sup> September.</p>	
18	<b>Terms and Conditions amended</b>	<p>Terms and Conditions Clauses below amended to reflect the changes to the contract price review reference below:</p> <p><i>Unless otherwise agreed the Contract Price for the Service shall be increased or decreased from the Price Review date based on consultation with the market and subject to the availability and/or allocation of Central and Local Government funding.</i></p> <p>Therefore clauses below amended to ensure clarity in relation to the contract price review:</p> <ul style="list-style-type: none"> <li>• 8.1</li> <li>• 8.2</li> <li>• 9.1</li> <li>• 9.3</li> <li>• 9.4 – removed as made reference to previous annual uplift process.</li> <li>• 9.5</li> <li>• 9.6</li> <li>• 9.7</li> <li>• 18.1</li> </ul>	03/08/2023
19	<b>Terms and Conditions amended</b>	<p>Schedule 2 has been amended to reflect no inclusion of mileage charges for the provider to the support they are providing to individuals. Any mileage charges to be paid by the Council for</p>	07/08/2023



No.	Suppliers' Questions	Response	Date responded
		the individual would need to be agreed as part of their Care and Support plan and not included in the hourly rate charge. Should the individual wish to use staff cars and it has not been agreed as part of the Care and Support plan then they would need to pay this themselves through their own funds.	

### Service specification & Terms & Conditions

No.	Suppliers' Questions	Response	Date responded
1	<b>How much time should a provider dedicate to outcomes, what are the expectations, time periods?</b>	The support from providers should be constantly focussed on, and supporting individuals to, work towards identified outcomes.	09/05/23
2	<b>What is a local authority Support plan?</b>	The document completed by the relevant operational team (usually social services) which sets out the services required to achieve the Individuals specified outcomes.	09/05/23
3	<b>What is a person-centred plan?</b>	The detailed plan drawn up by the Individual and the provider detailing how the support service will meet the outcomes identified in the local authority support plan.	09/05/23
4	<b>What would happen if multiple providers were supporting person, which provider would be responsible for the plan?</b>	There will be no "lead" provider. We will require input from all/any providers supporting an individual under the specialist provider framework.	09/05/23
5	<b>(Supported living only) In a supported living service, Will an agreement between landlord and care provider be required – for example a service level agreement, ensuring a joined up/tri-party approach?</b>	<p>Where the supported living provider and the landlord are two separate organisations, it is important to gain clarity and understanding of the roles of each, to support an individual achieving the most fulfilling and independent life as possible.</p> <p>For all supported living services where the landlord is a social landlord, CQC registered setting, or where the landlord and service provider are the same (or part of the same) organisation, we have created a template service level agreement which we expect be completed. (Please see Appendix G)</p>	09/05/23

No.	Suppliers' Questions	Response	Date responded
		For private landlords, we would expect best endeavours were made to complete this. We do however realise that this may not always be possible.”	
6	<b>What qualifications/experience should Managers have?</b>	<p>Where regulated services are being provided within the specialist provider service the manager of the service will have registered manager status with CQC. The manager responsible for overall day to day management of the service will hold a QCF Level 5 Diploma in Leadership and Social Care or another recognised equivalent qualification. If the manager is new to post without an appropriate qualification, then they must be working towards their qualification within 3 months of appointment and have completed it within 2 years.</p> <p>Where regulated services are not being provided within the specialist service the manager must have at least a level 3 qualification (and be working towards a level 5 qualification) and/or equivalent operational experience in management, social care, health or care settings, education setting, voluntary/community sector.</p>	09/05/23
7	<b>Will the Social Worker stay as the contact?</b>	<p>Once the placement is settled (i.e. there are no other actions from social services required) the social worker would close the case and move to the annual review process.</p> <p>If a social worker has closed a case and there needs to be further contact with social services then contact can be made via CSO Desk: <a href="mailto:CSOdesk@southglos.gov.uk">CSOdesk@southglos.gov.uk</a> or 01454 868007 (Adult Care, Monday – Friday) or outside of working hours the Emergency Duty Team on <a href="tel:01454615165">01454 615165</a>.</p>	09/05/23
8	<b>A note in section 5.2,2 of the specification states: The Council will also use the Supported Living Directory to arrange for the annual monitoring reviews and or tri-party meetings to review services</b>	In reference to the supported living directory this will be after the tender evaluation process we will ask for the number of supported living schemes in South Gloucestershire and then ask for	09/05/23

No.	Suppliers' Questions	Response	Date responded
	<p>accordingly. The Council will request this information initially from Providers when they tender for this framework and then ask for an update on this on a monthly or quarterly basis.</p> <p>We can find no reference to this information in the method statements or SQ. Can you clarify please?</p>	<p>vacancy information in relation to them on a regular basis.</p>	
9	<p>Will you be intending to commission services on behalf of your local continuing Healthcare team</p>	<p>Currently we are not intending to commission services on behalf of the Continuing Healthcare Team within NHS BNSSG ICB. Should you wish to discuss your services with them they can be contacted on <a href="mailto:bnssg.brokerage@nhs.net">bnssg.brokerage@nhs.net</a></p>	19/06/2023
10	<p>Could a cap on liability be included based on a percentage of fees and an exclusion on indirect/consequential losses.</p>	<p>Please see Schedule 6, section 38 for the information on liability as part of this framework.</p>	03/07/2023
11	<p>Please could we request a percentage cap on the value of invoices or the Call-Off Contract Price that the Council could deduct for underperformance, which is not disputed.</p>	<p>The percentage cap could be up to 100% depending on the severity as per 28.1 of the terms and conditions, however we would also want to work together with our providers to ensure we do not need to do this</p>	03/07/2023
12	<p>If the Provider wish to extend the Agreement please could the following amendments be included. please see below comments in red for your consideration:</p> <p>‘Contract Term’ within the definitions as follows:</p> <p>“A period of 48 months from date of commencement with an extension of a further 24 months available to be used, if agreed by the Council, or extended by the mutual agreement by the Council and the Provider in accordance with Clause 7 (Variation of Conditions)”</p> <p>Condition 5 as follows:</p> <p>The Provider shall provide the Services from “the Commencement Date” and shall</p>	<p>the Contract agreement is for the specialist provider framework of the 48 months plus 24 months available for extension.</p> <p>the call-off contracts as per the brokerage process would apply to the commencement date for each individual's package where they will continue to supply services until otherwise agreed to stop.</p>	03/07/2023

No.	Suppliers' Questions	Response	Date responded
	<p>continue to provide the Services for the period of the Contract Term, unless terminated earlier in accordance with conditions 53 – 56 or extended by the mutual agreement of both Parties in accordance with Clause 22 (Variation).”</p> <p>This would require a variation agreement to be executed by the parties to extend the contract. Where the parties cannot agree in advance the specific terms applicable to the extension period, these can then be covered in the variation agreement.</p>		
13	<p><b>condition 24 confidentiality</b></p> <p>This condition should be made mutual as the Council may receive the Providers confidential information as a result of reviewing papers etc during an audit.</p>	<p>The Council's Privacy Statement and Data Protection would also cover this so the condition does not need to be amended.</p>	03/07/2023
14	<p><b>condition 25.5 Data Protection</b></p> <p>Could this condition be supplemented with a data processing schedule or agreement which sets out the scope, nature, purpose of processing, duration of processing, types of personal data and categories of data subject.</p>	<p>This will be checked however the Council's Privacy Statement covers this information.</p>	03/07/2023
15	<p><b>condition 40 Complaints</b></p> <p>If the Provider is required to deal with complaints by an Individual (or related party) in line with the Council's complaints procedures please can you share the Councils procedure.</p>	<p>Please see the below website link to how the council investigate complaints:  <a href="https://www.southgloucestershire.gov.uk/your-council/make-a-complaint">Make a complaint   BETA - South Gloucestershire Council (southglos.gov.uk)</a></p>	03/07/2023
16	<p><b>Condition 54 Suspension of Schedule</b></p> <p>Where the Council consider that the Provider is not meeting its obligations under this Agreement (but not to the point of warranting termination), including where minor breaches or incidents lead the service to be viewed as below</p>	<p>the council would like to keep the wording as is unless you can provide further evidence as to why the wording should change to this.</p> <p>As mentioned we would not want to use these processes unless absolutely necessary and as long as services are providing good quality service there</p>	03/07/2023

No.	Suppliers' Questions	Response	Date responded
	<p>the expected satisfactory level, or is otherwise failing to satisfy any or all the performance standards, the Council reserve the right, "at their absolute discretion [to] suspend placing new Schedule 1 (Purchase Order) arrangements with the Provider".</p> <p>Can this be amended to read 'reasonable discretion', for the purposes of balancing the interests between the Parties.</p>	<p>shouldn't be a need for this condition to be used.</p>	
17	<p><b>T&amp;Cs clause 31</b></p> <p>We note the council is entitled to recover its losses where a default notice is issued which arises as a result of deficient services by the provider. This clause also includes the losses for indirect or consequential losses which flow from the deficient services. This wording seems too wide. Would the council amend this clause to limit the provider's liability in such circumstances to remove the provision for indirect/consequential losses?</p>	<p>This is something we would need to take through our legal team to advise and may take some weeks. However do take your feedback on board and will investigate with our legal team.</p> <p>A further update will be provided here in response to this question and should it be required an amendment to the Term and conditions.</p>	06/07/2023
18	<p><b>T&amp;Cs Clause 31.3</b></p> <p>We note this clause has the potential for imposing additional costs on providers relating to 'investigating and organising a remedy of any deficient service', however the wording around the additional costing (e.g. 'expended admin time') and when it would apply is unclear. Please can you clarify? Thanks.</p>	<p>This would be in the situation if the council officer has been spending a large amount of their working time supporting the provider with quality assurance and or payments processing to raise this to a compliant level and is not able to work with other providers and or complete other work they may be involved in. A large amount of time would infer over 50% of their working week/s supporting the provider.</p>	06/07/2023
19	<p><b>Clause 38.1</b></p> <p>Can this clause be amended to limit the provider's liability in such circumstances to where the provider is legally liable?</p>	<p>This is something we would need to take through our legal team to advise and may take some weeks. However do take your feedback on board and will investigate with our legal team.</p> <p>A further update will be provided here in response to this question and should it be required an amendment to the Term and conditions.</p>	10/07/2023

No.	Suppliers' Questions	Response	Date responded
20	<b>Additions to clause 64 – Publicity</b>	<p>Following legal guidance we have amended the clause 64 – publicity to include the following clauses:</p> <p>64.2 - The Provider or its employees should not make, publish, or disseminate racist, sexist, discriminatory or other offensive or abusive comments, as those views can then be connected (tangentially or directly) to or even construed to be views accepted or even supported by South Gloucestershire Council</p> <p>64.3 - The Provider or its employees should not make political comment or utilise any funding provided to it by the council that could be deemed to be in contravention of Section 2 of the Local Government Act 1986, which prohibits the publication of material which appears designed to affect support for any political party, or to give financial or other assistance for the publication of such material. The council cannot spend or be seen to spend public money (directly or indirectly) to promote (or denigrate) any political party. This includes public spending via commissioned services.</p>	21/07/2023

### Quality assurance

No.	Suppliers' Questions	Response	Date responded
1	<b>What do we mean by quality?</b>	<p>Quality of services starts from what matters most to the people using them. A quality service also pays close attention to areas which may be invisible to users, such as medicines management or workforce development. In other words, achieving quality should balance the three “core components”:</p> <ul style="list-style-type: none"> <li>• The individual experience of people receiving care and support and their personal expectations and outcomes.</li> <li>• Services which keep people safe through recognised standards,</li> </ul>	09/05/23



No.	Suppliers' Questions	Response	Date responded
		<p>safeguards, and the adoption of good practice.</p> <ul style="list-style-type: none"> <li>• The recognised processes that ensure the effectiveness of services including their value for money.</li> </ul> <p>Further reading on "Quality" (See Appendix 4)</p> <p>We believe that the best way to ensure that high quality services are delivered is to involve all stakeholders in assessing how well those services are performing. Stakeholders include, but are not limited to, people who use the service, relatives, carers, providers, staff delivering the service, social care staff, health practitioners (CCG), safeguarding professionals, regulatory bodies e.g. Care Quality Commission (CQC), volunteer lay assessors and Healthwatch.</p>	
2	<b>Will information be shared with CQC?</b>	Any Safeguarding information will be shared with CQC. Monitoring data will not be shared with CQC.	09/05/23
3	<b>What if the CQC reporting falls at a different time to South Gloucestershire Council monitoring time?</b>	The CQC reporting data that South Gloucestershire Council is asking for is basic information from the CQC inspection report and can be submitted to the link officer at the time this happens.	09/05/23
4	<b>What is the process for if contractual/reporting requirements change?</b>	Any changes to contracts or quality assurance would be completed through contract variations process with clear notice and timescales where South Gloucestershire Council will make best endeavours for variations to supported with co-production.	09/05/23
5	<b>Is the reporting going to be in a completely different format or based on what's already in place?</b>	This framework will be a completely different approach and process to what has previously been in place. Clearly described throughout the Quality Assurance document and focussed on progression and outcomes.	09/05/23
6	<b>Will there be official report that comes out?</b>	When the annual PAMMS quality assurance monitoring has been finalised, the outcome of will be recorded on the PAMMS portal.	09/05/23
7	<b>If the provider is in South Gloucestershire area but doesn't have any South Gloucestershire</b>	We will only require quarterly/annual reporting if a South Gloucestershire resident is placed (irrelevant of where the service is based)	09/05/23

No.	Suppliers' Questions	Response	Date responded
	clients, do they still need to do report?		
8	<p><b>Within the annual quality assurance monitoring we are being asked multiple equalities questions for each individual, why?</b></p>	<p>All listed public authorities (including CCGs and NHS England) have legal obligations relating to:</p> <ul style="list-style-type: none"> <li>• Section 149 of the Equality Act 2010 (the Public Sector Equality Duty), and</li> <li>• The Equality Act 2010 (Specific Duties) Regulations 2011. In summary this means that statutory authorities have legal obligations to have due regard to the need to: <ul style="list-style-type: none"> <li>• Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.</li> <li>• Advance equality of opportunity between people who share a protected characteristic and those who do not.</li> <li>• Foster good relations between people who share a protected characteristic and those who do not.</li> </ul> </li> </ul> <p>These are often referred to as the three aims of the Public Sector Equality Duty (PSED) and apply to the following protected characteristics:</p> <ul style="list-style-type: none"> <li>• Age • Disability • Gender • Gender reassignment • Pregnancy and maternity • Race • Religion or belief • Sexual orientation • Marriage and civil partnership (but only in regards to the first aim - eliminating discrimination and harassment) (We are also asking for monitoring around "UK Armed Forces" as this is part of our commitment to the Armed Forces covenant and a requirement of the Armed Forces Act 2021).</li> </ul> <p>To demonstrate compliance with the Equality Act 2010 statutory services are required to meet specific duties of publishing equality information and setting and publishing equality objectives, as required under the 2011 regulations.</p> <p>We are going to ask for providers to report on equality and diversity characteristics of their individuals on an annual basis.</p>	09/05/23
9	<p><b>Within the quality assurance monitoring there are several</b></p>	All the training detailed in the quality assurance should be taken at a level	09/05/23

No.	Suppliers' Questions	Response	Date responded
	<p><b>different training expectations. Is there a particular level and/or provider for which these trainings should be undertaken?</b></p>	<p>that is reflective of the requirements of the role to ensure that individuals are safe and treated with dignity and respect in a person-centred way and that organisations are compliant with relevant legislation and guidance. Training may be delivered 'in house' or from another local/national organisation. Training may be a mix of different styles of delivery (i.e. face to face, online, e learning etc). South Gloucestershire Council and South Gloucestershire Children's Partnership has a wide range of relevant training opportunities and resources available; these can be found in appendix A.</p>	
10	<p><b>What defines an 'outcome'?</b></p>	<p>We define "outcomes" as: 'Outcomes describe what a person wants to achieve to attain maximum wellbeing.' (Please see section 4 of the service specification and throughout the quality assurance schedule for more information)</p>	09/05/23
11	<p><b>Can out of area providers apply to go onto the framework?</b></p>	<p>Yes.</p>	09/05/23
12	<p><b>The Provider is required to make the following notifications 'immediately' under the Agreement:</b></p> <p><b>If one individual of a Shared Support is unable to receive their share; Please can you give me an example of where this would be applicable.</b></p>	<p>In relation to your example, where a number of individuals receive shared support from one/two members of staff and those members of staff are unable to fulfil their shifts and the provider is not able to staff the hours with replacement staff members due to a number of reasons. The Council would want to be notified of this for charging but also individual safety etc.</p>	03/07/2023
13	<p><b>Other than the circumstances detailed below what circumstances does it foresees not being able to provide the 5 working days' notice for a visit</b></p> <p><b>Monitor performance (unannounced);</b></p> <p><b>Inspect the delivery of services and associated work (where possible, 5 working days' notice will be given);</b></p>	<p>The Council reserves the right under the contract to visit announced and unannounced based on their discretion and need based on the scenario/individual involved. However will try to work with the provider to ensure any visits are announced and the provider is informed accordingly.</p>	03/07/2023

No.	Suppliers' Questions	Response	Date responded
	<p>Verify the quality of the service (unannounced);</p> <p>Verify the safety and welfare of individuals (unannounced);</p> <p>Investigating a legitimate concern (unannounced).</p>		
14	<p><b>Oliver McGowan Training</b></p> <p><b>Will the council require Oliver McGowan training to be renewed with staff, and if so, how often?</b></p>	We would look to national guidance on how often the Oliver McGowan training would need to be refreshed with staff and would factor this into requirements for providers. Currently we cannot see current national guidance on this.	12/07/2023
15	<p><b>Amendments made to assurance process within the quality assurance document (DN667265. DPS SPF Appendix 2 Quality Assurance Schedule)</b></p>	<p>We have amended the quality assurance process to:</p> <ul style="list-style-type: none"> <li>- 4 weeks following the end of the reporting quarter, for providers to submit monitoring data to the Commissioning Link Officer</li> <li>- 4 weeks following the annual monitoring visit, for the Commissioning Officer to share completed assurance documentation.</li> </ul>	20/7/23

## Procurement

No.	Suppliers' Questions	Response	Date responded
1	<p><b>How does a provider submit a tender to go onto the framework?</b></p>	<i>Via ProContract - <a href="#">Supplying the South West Portal</a></i>	09/05/23
2	<p><b>Is there a limit on number of providers on the framework?</b></p>	No	09/05/23
3	<p><b>Is it a case of bidding on framework and winning or losing the bid?</b></p>	No, any tenders that are not accredited, the Commissioning team would liaise with the provider on areas of change/improvement for the provider to amend tender and bid again.	09/05/23
4	<p><b>Once a provider has submitted a tender to join the specialist</b></p>	Evaluation of tenders will be based on the following question areas:	09/05/23

No.	Suppliers' Questions	Response	Date responded
	<b>provider framework, how will that tender be assessed/evaluated?</b>	<p>80% quality (Quality includes: Service Delivery Model, Equalities, Climate Change, Social value.) 20% price.</p> <p>Contracts will be awarded on a more than 50% of total with discretion to be used by the evaluation panel if an application doesn't score in more than 1 of the question areas. The Council will review the price scoring based on current rates agreed with existing providers and market intelligence to ensure a fair scoring is provided across all tenders.</p>	
5	<b>Will provider costs be compared against each other?</b>	Providers costs be will not be compared against each other but one of the evaluation criteria will be that your costs submitted are within an acceptable range.	09/05/23
6	<b>What basis would providers be paid?</b>	<p><i>Payments would be made 2 weeks in advance and 2 weeks in arrears.</i></p> <p><i>Day service payments and shared support payments will remain the same (4 weekly BACS payments).</i></p>	09/05/23
7	<b>Will we still be using CM2000?</b>	<p><i>We will continue with the current payment system (either CM2000 or paper invoicing).</i></p> <p><i>Any new providers accredited will be asked to submit paper invoices depending on the service provided. We will make best endeavours to move some providers onto a more streamlined payment process using the new South Gloucestershire system (Mosaic).</i></p> <p><i>We will communicate with individual providers first before implementing any changes. Overall, South Gloucestershire Council has an aspiration to move towards moving away from paying on 'actuals' and moving towards paying on 'commissioned'.</i></p>	09/05/23
8	<b>Will new providers be able to be commissioned with the council</b>	<i>Any new providers would need to submit a tender to go onto the framework before</i>	09/05/23




No.	Suppliers' Questions	Response	Date responded
	<b>prior to the tender going live or being awarded in August?</b>	<i>any call-offs are made. South Gloucestershire Council will not be looking to spot purchase off the Community Based Support Framework for any new providers.</i>	
10	<b>Do providers to join either round 1 or round 2 depending on the service they provide?</b>	<i>The framework will be open for the duration on its' lifetime (4 years with optional 2 years extension). All providers can submit a tender at any time within this. South Gloucestershire Council will conduct evaluations round every quarter, or sooner if necessary.</i>	09/05/23
11	<b>Will new supported living schemes to be tendered only be advertised and available to the Specialist Provider Framework providers?</b>	<i>Yes, however new providers will be able to join the framework at any time and, if successfully accredited to the framework and have capacity, will be able to call off.</i>	09/05/23
12	<b>Will tenders for the framework be split into lots?</b>	<i>Yes, the lots will be: Supported Living Mentoring Day Services Community Support</i>	09/05/23
13	<b>We are accredited at Moment. Do we have to re-apply? We only have a handful of clients via commissioned services we Mostly have clients on DP.</b>	<i>The current Community Based Support framework is coming to the end of its tenure, and we are encouraging all existing providers that provide supported living services to transfer to the specialist provider framework.</i>  <i>If you support individuals where the primary need is physical impairment, learning disability, autism, mental health diagnosis, sensory impairment, acquired brain injury and/ or behaviours that challenge, you will need to apply to become accredited on the specialist provider framework.</i>  <i>Under the specialist provider framework, we will also be monitoring numbers of individuals accessing services via DP or ISF's.</i>	19/06/2023
14	<b>Round 1 closes on 16th July 2023. Are we able to submit after this date?</b>	<i>Round 1 will close on 16th July, so for round 1 you will not be able to submit after this date for round 1. However, Round 2 will automatically open on July 17th and you will of course be able to submit then for round 2 and</i>	19/06/2023 & Updated 17/07/2023




No.	Suppliers' Questions	Response	Date responded
		<p><i>of course there will be subsequent following rounds.</i></p> <p><b>Updated – 17/07/2023</b></p> <p><i>Round 2 is now open and will close on the 30<sup>th</sup> September 2023 and we plan to complete the evaluation of tenders by the 31<sup>st</sup> October 2023.</i></p>	
15	<p><b>As an existing provider if we applied in Round 2 would that affect our current contracts under the Community Based Support Framework.</b></p>	<p><i>No this would not affect your current contracts. The community based support framework is still active currently and we will be encouraging all of our existing providers that currently provide services to the individuals under this framework to apply for this new specialist provider framework.</i></p>	02/06/2023
16	<p><b>In response to questions 1 -5 in Schedule 4, is it acceptable to include diagrams within the written word answers and not as an attachment where appropriate please?</b></p>	<p><i>Yes we are happy for you to include diagrams within the responses.</i></p>	02/06/2023
17	<p><b>We note that there is no word limit to data protection question 7.2b on the SQ.</b></p> <p><b>Could you confirm please?</b></p>	<p><i>It should be 500 words for this question</i></p>	02/06/2023
18	<p><b>Would it be possible to use our current contract with South Gloucestershire as an example for Q6.1 in the SQ please?</b></p>	<p><i>Yes that is fine to add as a contract example/reference but we would also like to see another local authority reference included also.</i></p>	05/06/2023
19	<p><b>Could you clarify if questions 7.8b and 7.8c on the Selection Questionnaire refer only to providers bidding for CQC regulated services please?</b></p>	<p><i>No that apply to all providers regardless of regulated or non-regulated activity they are planning to provide.</i></p>	14/06/2023
20	<p><b>Schedule 4 – Question 5 - Does this question need to be answered through South Glos Social Value Portal?</b></p>	<p><i>No it does not, just in the answer box below of the question. Although we are using Social Value we are not asking for it to be used through the Social Value portal.</i></p>	22/06/2023
21	<p><b>What tender documents do we need to supply for a completed submission?</b></p>	<p><i>you will need to submit:</i></p> <p><i>Schedule 2 - Supplier Selection Questionnaire</i></p> <p><i>Schedule 4 - Technical Quality Questionnaire</i></p> <p><i>Schedule 5 - Pricing Tool</i></p>	27/06/2023

No.	Suppliers' Questions	Response	Date responded
		<p><i>Appendix 1 - Form of Tender and Declarations</i></p> <p><i>Suggestion would be to download the documents and then reupload them when you are ready to submit them through the portal.</i></p>	
22	<p><b>Within the invitation to tender documentation I am struggling to find the link to register for the Social Value Portal - can you please advise how we do this?</b></p> <p><b>The TOM's also makes reference to "sub localities" and these can be found in LISTNT1b - I cannot find this list contained within the documents</b></p>	<p><i>We will not be asking for providers to sign up to the social value portal but to choose particular social value TOMS that they would be willing to work towards as part of the framework and we will be asking on an annual basis how you are meeting these TOMS selected.</i></p> <p><i>Please just include in the submission box below the question on social value, the social value TOMS you have chosen and briefly how you will meet these.</i></p>	28/06/2023
23	<p><b>In Schedule 4 Technical Quality Questions around Social Value, it states "NOTE: The Council is NOT looking for what initiatives you currently have within your company as 'business as usual' or doing at present with other customers". Does this mean we have to start something new for this framework?</b></p>	<p><i>The Council is interested in proposals of what exactly you will offer for <b>this</b> contract and how you intend to deliver such initiative(s) so that these can be tracked throughout the resulting contract. It may well be something that is happening already but has to be relevant to this contract.</i></p>	21/06/2023
24	<p><b>In Schedule 3 service specification it states: 7. person centred requirements. There is a requirement for a support worker to liaise regularly with the individuals support network ideally at least weekly.</b></p> <p><b>We have a key worker assigned to each individual, but our staff ratio is 1 to 6. This is not feasible in the working hours we have. Does this apply for Day Services?</b></p>	<p><i>"Liaise regularly" could mean at pick up/drop off and or through sharing of notes/diaries. However, we are flexible with the liaising based on staffing levels.</i></p>	21/06/2023
25	<p><b>In Schedule 3 service specification it states: 7.2 'to assist individual in making decision around risk, providers should carry out a capacity assessment in line with the mental capacity Act.'</b></p> <p><b>While we are mindful of this Act, we do not have the expertise to do this, and I had assumed the Council social worker assigned to</b></p>	<p><i>Technically, anyone can (and should) carry out a mental capacity assessment. But to be appropriate, it should be by someone involved in supporting the person, and who will be responsible for deciding if the person cannot do so. Mental capacity assessments are decision specific. So, this could be a relative or a close friend, but it could also include:</i></p>	21/06/2023

No.	Suppliers' Questions	Response	Date responded
	<p>the individual would have carried this out. Please confirm.</p>	<p>a GP or nurse; a social or support worker; an occupational therapist; a deputy appointed by the Court of Protection. And suppose the mental capacity assessment is relevant to a major decision, such as whether to sell a property. In that case, a suitable professional should carry out the assessment, and will then provide a report.</p>	
26	<p><b>In Schedule 3 service specification it mentions "8. Health needs, annual health checks and hospital passports."</b></p> <p><b>I cannot find anything which says these are applicable to residential services only so please confirm.</b></p>	<p><i>There are known inequalities around annual health checks and hospital passports for people with a learning disability and/or autism which we are aiming to address. We have made these KPI's to check this with this cohort of individuals, and where appropriate to provide support and information assist individuals to make more informed choices.</i></p>	21/06/2023
27	<p><b>Outcomes:</b> The provider has to ensure that the person-centred plan supports outcomes identified in the LA's support plan. <b>We have many clients who have been with us for several years and have old support plans. How will whether we have chosen the correct outcomes be assessed here? Currently we set and review goals related to outcomes that include wellbeing and achieving independence.</b></p>	<p><i>If you become aware that an individual you are supporting has no, or needs new outcomes please let the social care team know at <a href="mailto:CSOdesk@southglos.gov.uk">CSOdesk@southglos.gov.uk</a> or 01454 868007 (Adult Care) immediately to enable a review</i></p>	
28	<p><b>We understand that Round 2 opens 17th July and closes 30th September. How long after application submission will the evaluation process take? For example if we submitted an application on 1st August? Thank you.</b></p>	<p><i>Round 2 will close on the 30<sup>th</sup> September we will aim to evaluate all the tenders by the 31<sup>st</sup> October 2023.</i></p>	29/06/2023
29	<p><b>I have completed the tender but can't find the link to upload the files.</b></p>	<p><i>Please use this link to upload the requested files as part of your organisations submission - <a href="#">Specialist Provider Framework - Pseudo DPS (due-north.com)</a>.</i></p>	17/07/2023

No.	Suppliers' Questions	Response	Date responded
		<p><i>Please also see the below document for how to submit onto the portal:</i></p>  <p>How to Submit a Response on the Port</p>	
30	<p><b>Do we need to provide the total value of our social value submission anywhere?</b></p>	<p><i>A part from including it within response to Question 5 there is no other place you need to include the total value for social value.</i></p> <p><i>As part of monitoring during the contract we will ask how you are achieving against the social value TOMS chosen and keep a record of the totals that way.</i></p>	30/06/2023
31	<p><b>'The Council has the right to amend the Payment Banding Process in Appendix C at any time'. Please could the council confirm where I can find Appendix C</b></p>	<p><i>This is in relation to CM2000 payments only, which if applicable would transfer initially with the start of the framework and therefore if applicable CM2000 terms and conditions from the community based support. although we are looking to move away from CM2000 in the earlier months of the framework and therefore the terms and conditions will need to be adapted to reflect this.</i></p>	03/07/2023
32	<p><b>Schedule 1</b></p> <p><b>We can't access the Purchase Order at Schedule 1. Please can a separate copy be provided?</b></p>	<p><i>Please see attached as per requested.</i></p>  <p>Schedule 1 - Purchase Order Exam</p>	10/07/2023
33	<p><b>Appendix 3</b></p> <p><b>We can't access the Specialist Provider Services Referrals Process. Please can a separate copy be provided?</b></p>	<p><i>Please see attached as requested.</i></p>  <p>Appendix 2 - Brokerage Referral Pr</p>	10/07/2023
34	<p><b>What documents require to be returned as part of a completed tender?</b></p>	<p><i>For a full submission to be reviewed by the Council the below documents need to be completed in full and submitted in each round:</i></p> <ul style="list-style-type: none"> <li>• <i>Schedule 2</i></li> <li>• <i>Schedule 4</i></li> <li>• <i>Schedule 5</i></li> <li>• <i>Appendix 1</i></li> </ul>	13/07/2023
35	<p><b>How do I submit a response via the portal?</b></p>	<p><i>Please see the below document that provides a guide to submit a tender via the portal.</i></p>	21/07/2023

No.	Suppliers' Questions	Response	Date responded
		 How to Submit a Response on the Po	
36	<b>Amendment to Supplier Selection Questionnaire – 7.5(c)</b>	<i>This question related to 7.11(b) which did not correlate with the question being answered therefore it has been amended to reflect the correct question it should relate to 7.5(b)</i>	07/08/2023

**END OF CLARIFICATIONS**

**Appendix A**

**South Gloucestershire Council training opportunities**

Available here: [www.southglos.gov.uk/learning](http://www.southglos.gov.uk/learning)

- **Level 2 Safeguarding Children** (previously known as Awareness of Child Abuse and Neglect)
- **FGM Abuse linked to faith or belief** (previously known as An Introduction to FGM, Forced Marriage, Spirit Possession and Honour Based Violence)
- **Awareness of Domestic Violence and Abuse** (previously known as Awareness of Domestic Violence and abuse including the impact on children, young people and adults at risk)
- **Child Exploitation** (previously known as Safeguarding Children from Abuse by Sexual Exploitation)
- **Safeguarding Everyone Level 1** (previously known as Safeguarding Everyone - Protecting Children, Young People and Adults at Risk)
- **Introduction to Child Protection** (previously known as Inter Agency Child Protection) should be renewed every 2 years (if not completed Advanced Child Protection).
- **Advanced Child Protection** (previously known as Advanced Inter Agency Child Protection) should be completed once and then complete the Advanced Child Protection Update after 2 years.
- **Advanced Child Protection Update** (previously known as Child Protection Update) should be renewed every 2 years (after completing the initial Advanced Child Protection). However, if the 2 years lapse then the Advanced Child Protection should be retaken.
- **Working Confidently with Gender and Sexuality**

- **Mental Health Awareness**
- 
- **Autism Awareness**
- 
- **Domestic Abuse awareness**
- 
- **Prevent**

South Gloucestershire Children’s Partnership resources

[Prevent | Safeguarding South Gloucestershire Safeguarding \(southglos.gov.uk\)](https://www.southglos.gov.uk/safeguarding)

Government Home Office

[YOU HAVE ACCESSED THE E-LEARNING TRAINING ON PREVENT](#)

- **Human trafficking and modern slavery** (Covers elements of Human Rights)
- **Working with Asylum seekers**
- [Supporting People with Dementia using Positive Approaches](#) (Which includes elements of behaviour that challenges, older people and signs of deteriorating health)
- **Trauma awareness and Recovery Training**
- **Constipation awareness (Delivered by North Somerset People First)**



**Poo Matters  
(Professionals)in So**



**Poo Matters (PWLD)  
in South Gloucester**

See here for information about South Gloucestershire Council course fees and discounts. And link it to the course charging section of the website: [Course Charges | South Gloucestershire CPD Online \(southglos.gov.uk\)](#)