

Cornwall clarification Q&A's

Subject	Date	Question	Date	Ref	Response
Charge rates	7/2	We were under the impression the council was going to set a maximum charge rate but can see no mention of this in the tender documents?	8/2	1.1.1	I have attached the tender document that details the maximum charge rates for both lots. (EU notice doc attached)
Financial Pass/Fail Ratios	8/2	Good morning. Working on the desired financial ratios to achieve a pass, if current 2 years accounts fail this would you consider current projections, letter from bank and directors etc., the same as a new start up? We have been restructuring and are in a good position moving forwards but this is not reflected in accounts. We would be no less risk than a new start up. Thanks.	8/2	2.1.1	The Financial Evaluators have advised that this would be taken into account.
Financial Pass/Fail Ratios	8/2	I'm not sure if this is a generic message, have you looked at my accounts and deem them to be a concern? My accounts have shown a profit.	8/2	2.1.1.1.1	A clarification was asked which was not commercially sensitive; therefore that clarification and the response is published to all providers (refer to Procedure Guidance Document for establishment of a DPS - page 4)
DPS Schedule 2 Part B	8/2	Would you be able to point me towards the DPS Schedule 2 Part B that outlines the actual project specifications for the Supportive Lifestyles element of the call please? (eg: outcomes and expected performance data) I have been unable to find this amongst the governance and procurement information.	8/2	4.1.1	Both specifications can be found under the Public Attachments within the section called "Home Care and Supportive Lifestyles Specifications" within the main body of the Tender document.
Turnover requirements	8/2	What is the turnover requirement in the Due North System?	8/2	7.1.1	If you go to the Economic and Financial Standing section of the tender document and click on the title bar; under the Supplier help section you will see that the turnover requirement is twice.
Deadline extension	9/2	Given the detailed documentation to review and school half-term falling between now and deadline, would the	9/2	20.1.1	All of these factors were taken into consideration when the tender submission deadline was set.

		Council consider reviewing the tender deadline for providers to provide detailed and appropriate responses?			Therefore Cornwall Council and NHS Kernow will not review the tender response date for these circumstances
Clarification q	9/2	Specification, 1.2 – delivery model – in both ‘core shared support’ and ‘One to One’ hours sections it lists in support and activities - personal care needs where appropriate. We are currently an unregulated provider who do not provide personal care (although have in the past). Can unregulated providers tender to deliver support and activities other than personal care?	12/2	18.1.1	All providers are required by the contract terms to be Care Quality Commission registered and be able to undertake regulated activity if required such as personal care. If providers are not registered with CQC for these purposes they will be unable to meet the contract requirements.
Clarification q	9/2	Spec, 5.1 b – statement of requirements. A unit of service (broken down into hours) will include all contact time spent with individuals/groups for undertaking related tasks. Please specify the range of related tasks included?	12/2	18.1.1	Related tasks will be determined in line with outcomes and needs of each person’s care and support plan, may include but are not limited to: assistance with independence skills, personal care, support to engage in meaningful activities
Clarification q	9/2	Specification, p47, stage 1 point 2 – says that 15 minute visits will not be used unless requested. We currently work with longer support times as this not only makes it more cost effective for clients, but creates improved opportunities to work on and achieve support goals. Can providers choose to work with packages in the same way that areas can be chosen?	12/2	18.1.1	As stated in the specification for Supportive Lifestyles: The time allocated to visits will match the needs of Service Users. 15 minute visits will not be used unless expressly requested by the SU as they undermine the dignity of the Service Users. Providers will be expected to respond to the agreed outcomes and to meet identified needs as stated within the individuals care and support plan . Providers will be require to meet the requirements as detailed within each service request. Lengths of visits will be determined on a case by case basis in line with that individuals care and support needs. Yes providers can choose which service requests they wish to bid for.
Clarification q	9/2	We are currently contracted to deliver a supported accommodation project in PL12 with associated community outreach, until 2019. Will this fall under the new supported lifestyles service?	12/2	18.1.1	No as this contract is for Home Care and Supportive Lifestyles all other contracts are out of scope of these services and current contracts remain in place for the period of those specific contracts
Current Service Users	8/2	Can you clarify please if a provider decided to not join the 'framework', would the service users who currently receive	12/2	3.1.1	If a provider of current services decides not to seek admission to the Dynamic Purchasing System Agreement

		service provision, have their packages re-placed with only framework providers from June?			for NHS Kernow and Cornwall Council commencing June 2018 they can expect the current commissioned services to be recommissioned via the DPS Agreement from its commencement.
Clarification of Lots	8/2	At the provider event held at St Erme in January, there was discussion around domestic support for people where no domiciliary care was involved. This gave the impression that non CQC registered bodies would be able to provide cleaning and/or shopping support, without any health aspect. Is this still the case and how does the description of the 2 lots reflect this?	12/2	10.1.1	Cornwall Council intends to publish a tender for Domestic Support Services in the next few weeks and non CQC registered bodies may apply. This will be issued through the Due North procurement portal, accessible through www.supplyingthesouthwest.org.uk
Ceiling Rate Nov 2018	9/2	Good morning. In order to compile financial forecasts it is important to know what the ceiling rate will be in Nov 2018. Under the Ethical Care Charter, in theory, the living foundation wage could be 9.25 per hour from November. Using the UKHCA guide on minimum hourly rates providers need, the ceiling rate as it stands already falls short. Can you confirm the ceiling rate will be increased in November and to what rate please. Thanks.	12/2	16.1.1	The Living Wage Foundation increases announced each November will be applied from the following 1st of April, therefore the ceiling rate of £19.30 will still be in force until 01/04/19.
Questions	12/2	Hi can you confirm if you have received any questions from me- we have sent 2 and not yet received anything yet?	12/2	21.1.1	Your clarifications have been received and are currently with the Project Leads for Cornwall Council and NHS Kernow for their response. Responses to clarifications will be published as soon as possible.
Clarification questions	12/2	Q1. Please confirm how hours will be classified (either 1:1 or Core Shared) for Adults requiring 24/7 support living in their individual home and receiving 15 hours per day support solely on a one to one basis?	19/2	22.1.1	Q1. Each Service Request will clearly state whether Core Shared Support and One to One hours are required and will be identified on a case by case basis.

Clarification questions	12/2	Q2. Please confirm how hours will be classified (either 1:1 or Core Shared) for Adults requiring 24/7 support living in their individual home receiving 2:1 support 15 hours/day?	19/2	22.1.1	Q2. Please refer to, 02. Supportive Lifestyles Specification, paragraph 1.2 for descriptions of Core Shared Support and One to One hours. Individual Cases will be considered in line with a person's assessed need and as detailed within the Service Request and Care and Support Plan.
Clarification questions	12/2	Q 3. Where current providers are successful and gain a place on the DPS thereby retaining their service provision and where this service provision incorporates a sleep in night shift will this continue and at what rate?	19/2	22.1.1	Q3. Services may continue to be delivered in line with the person's assessed need and identified outcomes. All Night Services will be set at a rate no more than the ceiling rate as set out in the Contract Notice. For the avoidance of doubt, £11.32ph for a 9hr shift will be paid for night support delivered in a Supportive Lifestyles environment.
Clarification questions	12/2	Q 4. Will the Electronic Call Monitoring system be required for 24/7 service locations?	19/2	22.1.1	Q4. Yes, services commissioned as Supportive Lifestyles do require the use of Electronic Call Monitoring. Staff will activate ECM at the start and end of their shift in 24/7 service locations
Clarification questions	12/2	Q5. If a service user is admitted to hospital and staff are required to be in attendance will the hospital be eligible to pay for any additional hours required or will this now come from this collaborative budget?	19/2	22.1.1	Q5. The provider will be paid for the support delivered in line with the individual's needs and care and support plan, support outside of this will be considered on a case by case basis.
Clarification questions	12/2	Q6. Please clarify in the event of the death of a service user in a 24/7 service the commissioners will only pay for one Service Visit, what length of visit will be paid for?	19/2	22.1.1	Q6. The Provider will be paid for the next commissioned visit due to be delivered as set out in the Service User's weekly rota of planned visits.
Clarification questions	12/2	Q7. If a provider is accepted as a DPS Provider is there a requirement to bid on all service requests for the area that they have been accepted or is this at Providers discretion?	19/2	22.1.1	Q7. A Service Provider awarded a place on the Home Care and Supportive Lifestyles DPS Agreement is not required to respond to or bid for every Service Request issued for a Call off Agreement.
Clarification questions	12/2	Q8. What is the plan for mobilisation under the new contract?	19/2	22.1.1	Q8. Please refer to clarification 3.1.1

Bank Letter	12/2	"Please could confirm who a bank letter should be addressed to?" If possible, please could you respond to the clarification today, as we wish to inform our bank.	12/2	23.1.1	All clarifications are recorded and responded to as soon as possible. As this is a joint commissioning process this involves sign off by the Project Leads for both Cornwall Council and NHS Kernow. As soon as clarifications have a response they are published on Due North. In this instance, should you need to inform your bank today then 'to whom it may concern' will suffice along with Cornwall Council/NHS Kernow address. This letter will be submitted via Due North and therefore it can be sent to the appropriate evaluator once submitted.
Specifications	12/2	Please can you guide me to the Specifications / KPIs as unable to see them in the Public docs section - also where do we access the Method Statements or are they made available after the PQQ is submitted?	12/2	27.1.1	The specifications and the Method Statements are attachments within the relevant sections of the main body of the Quality Assurance tender document.
2 stage process?	12/2	CLARIFICATION - the Restricted procedure supplier guidance states that "It is a two-stage process which enables the Council to draw up a short-list of Candidates by undertaking a pre-qualification stage, prior to the issue of Invitation to Tender documents". This seems to be at odds with the procurement timetable and other documents. Can you please confirm which is correct?	12/2	25.1.1	The guidance is for a DPS Agreement. Suppliers are required to complete the ITT. If successful then they will be able to competitively bid for services via the DPS; hence the 2 stage process.
Dynamic Purchasing System	12/2	In the spirit of the Dynamic Purchasing System, can you please confirm that providers can apply at any time during the contract period?	12/2	24.1.1	I confirm that this is the case with a Dynamic Purchasing System. The supplier would need to complete the Quality Assurance ITT which would then be evaluated to establish if the supplier has been successful and if so, would then be able to bid for services via the DPS.
Home Care and Supportive Lifestyles 2018	8/2	During the recent presentation of the tender, it was made clear that providers could join and leave and rejoin the framework at any point. Can you point me to the section in the documents which makes reference to this	13/2	8.1.1	This tender is for admission on to a dynamic purchasing system ("DPS") and does not operate in the same way as a framework agreement in that it is an "open market" product designed to provide access to a pool of suppliers which can be constantly refreshed. Interested suppliers have to apply to join the DPS and once admitted are required to execute a DPS Agreement that will govern

					participation in the DPS. Suppliers once admitted can decide to leave the DPS by providing notice pursuant to clause 27.7.1 of the Agreement. Once suppliers have exited DPS, they are free to apply again to the DPS.
Supportive Lifestyles Specification: 7.39 Stage 1	13/2	Please confirm that Providers will be expected to pay 'travel time', their 'travel costs' and 'other necessary expenses such as mobile phones' to all Support Workers working within the Supportive Lifestyles Contract	19/2	43.1.1	<p>It is a requirement of these contracts for Providers to operate under the rules of the Ethical Care Charter Stage 1 and Stage 2 and the further element of Stage 3 to pay the Living Wage Foundation real living wage as set out in DPS Agreement Schedule 3 Part A, Cornwall Council Call Off Agreement, paragraph 9.1.5</p> <p>Providers will be expected to demonstrate their adherence to the Ethical Care Charter. Please refer to DPS Agreement clause 14.3.3.</p> <p>Please also refer to Supportive Lifestyles Specification paragraph 7.39 for further information.</p>
Call off evaluation	12/2	As the council has set fixed hourly rates for services, please can you clarify the rationale regarding the commercial evaluation on p23 of the Restricted Procedure Supplier Guidance? Would this apply to mini tenders/calls-offs also?	14/2	33.1.1	<p>The Council and NHS Kernow CCG have not set fixed hourly rates for services; the rates are ceiling rates.</p> <p>The Guidance notes that are attached within this tender are the "Procedure Guidance Document for establishment of a DPS" which is where you will find the relevant information.</p> <p>With regard to the evaluation criteria for the call-offs, this is detailed in Schedule 4 - Call for Competition Procedure page 61 of the DPS Agreement.</p>
Contract value	13/2	Can you please confirm if the estimated contract value (£375,000,000) is for 3 years or 3+1+1 years?	14/2	39.1.1	The value includes the potential options taking the total term to 5 years.
NHS standard contract	13/2	Are providers required to return the signature pages with their submission? If so, can you please provide an editable version?	14/2	40.1.1	A physical signature will be required from successful providers at a later date therefore an editable version does not need to be supplied.

Video content	14/2	Can you please advise if video content can be embedded into a response or added as an attachment, and if so if there are any restrictions on file type or length.	14/2	45.1.1	Video content should not be embedded into any response or added as an attachment. Should this occur the video content would not be evaluated.
clarification re 5.2 economic and financial standing	14/2	We currently have unaudited accounts compiled by a licensed chartered accountant, but due to the fact that we operate as a sole trader entity rather than a limited company, there is no requirement to collate a statement of cash flows. Would it be acceptable to tick the first box and supply the information with the omission of this statement? We have also submitted two other questions relating to other topics. Have these been received?	15/2	49.1.1	As your accounts are unaudited you will be required to submit one of the following: A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation: A statement of the cash flow forecast for current year and bank letter outlining current cash and credit position: Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status)
clarification re 5.2 economic and financial standing (was with above q)	14/2	We have also submitted two other questions relating to other topics. Have these been received?	15/2	49.1.1	With regard to other clarifications these have been received and as soon as responses are received from the appropriate CC or NHSK colleagues these will be published.
Number of Hours	8/2	Please could you provide the number of home care hours currently delivered in Cornwall per annum? If any, please also include in-house hours.	15/2	11.1.1	Please refer to DPS Agreement, Schedule 2 Part A Home Care Specification, Appendix 4 for the volume of Council commissioned Home Care services. Please note it is not possible to provide volume of hours for all Health and Social Care delivered in Cornwall.
Clarifications	8/2	1. It states the price for night support is £11.15 per hour. Please could you confirm this is correct. If we pay staff the Living Wage (£8.75) this does not cover the direct cost of the staff member? 2. Pg. 3 of the Home Care Specification states:	15/2	9.1.1	1. This ceiling rate is correct. 2. Please refer to Home Care and Supportive Lifestyles DPS Agreement, paragraph 14.3.3.

		<p>"In committing to this, the Commissioners expect the Service Provider to adopt the Charter's recommendations to the equivalent stage to which the Council has signed up and is communicated by the Commissioners." Please could the Council confirm which stage they are currently on?</p> <p>3. In relation to clause 7.26 Client (Service User) Contribution of the Home Care Specification. When the responsibility of collection for service user contributions falls under Cornwall Council, will they pay the total cost of care delivered to the service provider, even when they have been unable to collect from the Service User?</p>			<p>3. When Cornwall Council notifies service providers that it has taken on the responsibility for collection of Service User contributions, the Provider shall receive the gross payment due for services delivered. The ability to collect the contribution will lie with the Council.</p>
Clarification Question	8/2	<p>Please can you confirm whether you expect providers to tender for every call off or will we be able to choose? Are there any penalties for not bidding for call offs?</p>	15/2	12.1.1	<p>A Service Provider awarded a place on the Home Care and Supportive Lifestyles DPS Agreement is not required to respond to or bid for every Service Request issued for under the Call for Competition procedure as a Call off Agreement.</p> <p>Service Providers identify which geographical areas and which service types they wish to receive Service Requests for in their ITT response.</p>
Tendering	9/2	<p>I was wondering, if we do not get onto the "framework" what will happen to the current packages of care that we hold with CHC and Adult Social Care, will they have to be handed back and placed with agencies on the framework?</p>	15/2	19.1.1	<p>Please note Cornwall Council and NHS Kernow Home Care and Supportive Lifestyles services contract is a Dynamic Purchasing System Agreement and not a Framework Agreement. Please refer to Clarification No. 8.1.1 for further information.</p> <p>Please refer to Clarification No. 3.1.1</p>
Definition / Clarification	9/2	<p>Can you determine the definition of short term outreach please i.e. minimum and maximum duration of hours</p>	15/2	17.1.1	<p>Home Care short duration outreach service is applicable to durations of less than 4 hours being delivered to a Home Care client/patient.</p>

Schedule 4 - Call for Competition Procedure	15/2	Please could you confirm where Schedule 4 - Call for Competition Procedure is attached.	15/2	56.1.1	Schedule 4 - Call for Competition is in the DPS Agreement.
Clarifications	8/2	Please can the Council confirm the payment mechanism to providers i.e. paid for commissioned time, banding, minute-by-minute etc?	15/2	14.1.1	Please refer to DPS Agreement, Schedule 3 Part 3, Template Call Off Terms (Council) and Schedule 3 Call Off Charges, Payment and Invoicing, Paragraph 4 which sets out how Cornwall Council will pay for services. For the avoidance of doubt Service Providers will be paid for the actual duration of the visit as evidenced by the ECM Visit Report, unless under other circumstances as set out in the contract terms.
Clarifications	8/2	Is there a limit on number of providers to be awarded onto the DPS?	15/2	14.1.1	There is no restriction on the number of providers that can be awarded a place on the DPS Agreement.
Ceiling Rate - Potential Increases??	8/2	<p>The UKHCA currently advises that the MINIMUM cost of providing homecare is £20.03/hr taking into account that Support Workers are paid the UK National Living Wage of £8.75/hr. I have attached the UKHCA Briefing 'A Minimum Price for Homecare' version 5.1 January 2018</p> <p>Cornwall Council have set a ceiling rate of £19.30/hr which is already way below the UKHCA recommendation and it is my understanding that in November 2018 the UK National Living Wage will increase again.</p> <p>Is your ceiling rate going to increase in November when we have to increase the rate we pay our Support Workers?</p>	15/2	5.1.1	Please refer to DPS Agreement Schedule 3 Part A, Cornwall Council Call Off Agreement, paragraph 9.1.5 Living Wage Foundation
National Living Wage Foundation	8/2	We were informed at one of your events that as part of this contract that we may need to sign up to the National Living Wage Foundation & have to pay the 'real living	16/2	13.1.1	Please refer to DPS Agreement, clause 14.3.3, Home Care Specification, paragraph 1.4 and 1.5 and Supportive Lifestyles Specification paragraph 7.39

		wage' to all staff currently below it. Is this the case as I cannot see anything in the docs that determines this?			For the avoidance of doubt, the relevant applied stages of the Ethical Care Charter at the DPS Commencement Date will be stage one and stage two as more particularly described in the Ethical Care Charter and shall include the requirement of payment of the Living Wage Foundation's real living wage from Stage 3, (https://www.unison.org.uk/content/uploads/2013)
I sent this message in on the 8/02 - but haven't had a response yet	8/2	Hi do you have a copy of the financial assessment that took place which calculated the maximum bidding price?	16/2	64.1.1	Thank you for your reminder clarification. This was passed for a response on the 8 February and I will chase this up for you.
Important message from Cornwall Council and NHS Kernow CCG	16/2 Ref 65.1	<p>Message sent on behalf of Karen Hooper, Cornwall Council and Sarah Rowe, NHS Kernow CCG</p> <p>We would like to remind you that the Home Care And Supportive Lifestyles services commissioned by NHS Kernow Clinical Commissioning Group for Continuing Health Care and other health related tasks as well as those commissioned by Cornwall Council Adult Social Care are being procured through a joint contract that is currently out to tender. The Specifications for this Contract were co-produced with key stakeholders. The group of providers that supported the development of this contract have expressed acknowledgement that their suggested inclusions and ways of delivering care in Cornwall have been listened to and are reflected in the design of the service model. A key difference for this tender is that it is for a Dynamic Purchasing System ("DPS") Agreement and not a Framework Agreement. A number of Service Providers have already registered for this Tender and have taken the opportunity to submit Clarification Questions via Due North Commissioners. During this exercise and from feedback from the market it has become apparent there may be some confusion about how the new contract and tender will work. In particular, we would like to confirm that there are no restrictions on the number of service providers that can be admitted to the DPS Agreement unlike with a Framework Agreement and Cornwall Council and NHS Kernow CCG welcome bids from all sizes and types of suppliers that would like to operate in Cornwall. We felt it may be useful for us to share with you some of the key points arising that have required clarifying;</p> <ol style="list-style-type: none"> 1. This is a jointly commissioned contract with NHS Kernow Clinical Commissioning Group and Cornwall Council Adult Social Care. 2. This tender is for admission on to a Dynamic Purchasing System ("DPS") Agreement and does not operate in the same way as a Framework Agreement in that it is an "open market" product designed to provide access to a pool of suppliers which can be constantly refreshed. Interested suppliers apply to join the DPS and once admitted are required to execute a DPS Agreement that will govern participation in the DPS. Suppliers once admitted can decide to leave the DPS by providing notice as set out in the DPS Agreement. Once suppliers have exited the DPS, they are free to apply again for admission to the DPS. 3. A Service Provider awarded a place on the Home Care and Supportive Lifestyles DPS Agreement is not required to respond to or bid for every Service Request issued for a Call off Agreement. Service Providers identify which geographical areas and which service types they 			

		<p>wish to receive Service Requests for in their ITT response. This provides Suppliers with a window onto the opportunities available to deliver services across Cornwall without obligation to bid for any of the packages of care and support requested.</p> <p>4. There is a ceiling rate set for each package of care requested dependent on the service required and providers may submit an offer against any service requested.</p> <p>5. This contract is open to all providers that want to work with NHS Kernow CCG and/or Cornwall Council and they can tender to be admitted onto the DPS Agreement during its term.</p> <p>6. If a provider currently delivering Home Care and Supportive Lifestyles services for NHS Kernow CCG and Cornwall Council decides not to seek admission to the Dynamic Purchasing System Agreement commencing June 2018, they can expect their current commissioned services to be recommissioned via the DPS Agreement from its commencement.</p> <p>If you are a service provider that is already working with NHS Kernow CCG and Cornwall Council to deliver services, we would welcome you to bid for this Tender, as well as new service providers that may not yet be established in Cornwall.</p>			
Subject	Date	Question	Date	Ref	Response
Questions	15/2	<p>We currently have no services in the area - as such it is difficult to complete the Business Plan document which is focussed around existing support delivered and existing staffing resources. Could the Council please confirm if we are expected to complete this document when we do not have any existing services locally? If you would still like us to complete this, could you please indicate how we should estimate the number of joiners we should expect monthly in year one?</p> <p>Could the Council please confirm that there is no hourly rate to be submitted with our bid and that pricing will be completed at the call-off stage?</p>	16/2	57.1.1	<p>The Business Plan should be an estimate of the likely business a provider will be able to bid for in the forthcoming period:</p> <ul style="list-style-type: none"> • Start by calculating the level of resource (hours) available with current workforce • Consider the amount of time that is likely to be lost due to holiday, sick, training, travel etc • After deducting lost(non-productive time) the amount left will be the number of hours available for direct face to face service delivery • The resulting calculation will help identify capacity available to cover additional packages bid for through the DPS, and/or indicate the additional resource required should a provider wish to expand. • Obviously estimates in terms of service users joining/leaving, and bids won need to be made on a prudent basis, from experience as a care provider.

					Essentially there will be a number of assumptions made to complete the document, as it is merely a plan not a contractual commitment to deliver a set level of service.
National Living Wage	8/2	We were informed at one of your events that as part of this contract that we may need to sign up to the National Living Wage Foundation & have to pay the 'real living wage' to all staff currently below it. Is this the case as I can not see anything in the documents that determines this?	19/2	13.1.2	Please refer to DPS Agreement, clause 14.3.3 Home Care Specification, paragraph 1.4 and 1.5 Supportive Lifestyles Specification paragraph 7.39 For the avoidance of doubt, the relevant applied stages of the Ethical Care Charter at the DPS Commencement Date will be stage one and stage two as more particularly described in the Ethical Care Charter and shall include the requirement of payment of the Living Wage Foundation's real living wage from Stage 3, (https://www.unison.org.uk/content/uploads/2013)
Electronic call monitoring - Supportive Lifestyles		Can the council please give its rationale for requiring electronic call monitoring within supported living services? Also, if a provider was to introduce ECM, how would this be funded?	19/2	28.1.1	As part of the contractual requirements of these contracts Cornwall Council and NHS Kernow will require all service providers who are awarded a place on the DPS to ensure they have an effective ECM in place. 8.9.1 in the specification explains the requirements. We will expect providers to only invoice for actual hours delivered, unless under exceptions as set out in the Call Off Agreement. Service providers will be expected to fund their own ECM software systems. Please refer to DPS Agreement, Schedule 11 ECM System for further details.
Invoicing / ECM	12/2	Hi will the ECM be used for Minute by Minute billing and payment of invoices based on this regardless of the time procured. How will this affect visits where staff are asked to leave by the service user?	19/2	26.1.1	Please refer to DPS Agreement Schedule 11 Electronic Call Monitoring and Council Call off Agreement, Schedule 3 Charges, Payments and Invoicing, and in particular paragraph 6.
Night services	12/2	As per Part B, section 7.2 of the specification, can you please confirm if night services include sleep-in support? Does the £11.32 hourly rate relate to waking night support, sleep-in support or both?	19/2	29.1.1	Night Services' will be determined by individual need as detailed within the person's care and support plan. The £11.32 rate is for all 'Night Services'.

					Please refer to 7.2 in the specification for information about the requirements of 'Night Services'.
Specialist healthcare criteria	12/2	It is not entirely clear from the specification whether providers would be required to carry out the healthcare tasks detailed in section 5.8.1. Please can you clarify?	19/2	30.1.1	Commissioners would only expect to commission complex health care as listed in DPS Agreement, Schedule 2 Home Care Service Specification, paragraph 5.8.1 with providers who have declared their ability to provide complex health care. Providers have the opportunity through the DPS system to opt for the health care packages they are able to deliver the service requirements for.
Transforming Care	12/2	Does the DPS include referrals under the Transforming Care agenda? If so, will there be uplifts to the hourly rate?	19/2	31.1.1	Yes, the DPS will include referrals from services under the Transforming Care agenda. There will be no uplift to hourly rates.
Mini competitions/ call offs	12/2	Will there be any penalties for providers if they do not respond to call-offs?	19/2	32.1.1	A Service Provider awarded a place on the Home Care and Supportive Lifestyles DPS Agreement is not required to respond to, or bid for, every Service requested as a Call off Agreement.
Call off tenders	12/2	Further to the information provided at the bidders' event, can you please give some information on the specific schemes that are to be commissioned this year?	19/2	34.1.1	We have two new schemes in development: St Austell-Porthpean and Penzance. Both will support seven individuals and have a hub area for tenants to socialise and access community opportunities
Hourly rates	12/2	Will the council consider any uplifts/reviews of the hourly rates in response to market pressures e.g. increases in the living wage?	19/2	35.1.1	Please refer to DPS Agreement, Schedule 3 Council Call Off Agreement, clause 9.1.5 and Council Call Off Agreement, Schedule 3 Charges, Payment and Invoicing paragraph 9.1.
Price	12/2	There does not seem to be anywhere we are able to submit a price - please could you offer clarity	19/2	36.1.1	There is no requirement to submit a price in Stage 1 of this Tender. Prices will be required to be submitted for each individual call off agreement and the relevant ceiling rate will be set

					out on each Service Request dependent on the service required.
Night rate	12/2	<p>I have looked at previous guidance, which was shared at the provider events and it stipulates 'night rate' as £11.33p - I presumed this is for a sleeping night and a waking night would be at the rate of £19.30p because agencies will have to pay night staff more if it is a waking night.</p> <p>It says in the presentation information that the hourly rate needs to include paying staff 'occupational sick pay' - does this mean 'statutory'?</p>	19/2	37.1.1	<p>Waking and Sleeping night support is not differentiated in this Contract and night services are expected to be commissioned with a ceiling rate of £11.15ph Home Care and £11.32ph SLS for a 9hr shift.</p> <p>Please refer to DPS Agreement, Schedule 2, Home Care Specification, paragraph 7.6 and Schedule 2, Supportive Lifestyles Specification paragraph 7.2.</p>
Ethical Care Charter	12/2	<p>You state the following:</p> <p>"The Commissioners expect the Service Provider to adopt the Charter's recommendations to the equivalent stage to which the Council has signed up and is communicated by the Commissioners."</p> <p>Please can you confirm which stage the Council is signed up to?</p>	19/2	41.1.1	Please refer to DPS Agreement, clause 14.3.3
Night services	13/2	We currently do not provide any night time care and support at home, will this impact on the success of our application	19/2	42.1.1	<p>This DPS Agreement is for Home Care and Supportive Lifestyles. Please refer to Home Care Specification, paragraph 7 and Supportive Lifestyles Specification, paragraphs 7.0 - 7.2 to ensure that services you deliver are within scope of this contract.</p> <p>Providers do not have to supply all categories of services that are in scope of this Contract and can specify which they can deliver in their ITT. This part is not scored.</p>

Clarification Questions		<p>Could you clarify the following points for us please:</p> <ol style="list-style-type: none"> 1. In response to an earlier question you said the DPS would be open for people to complete their ITT and be added to the framework at any time. Given that this current process has a fixed closing date, could you confirm when it will be open again for new providers? 2. If a provider identifies certain postcodes, will there be an opportunity to extend these at any point in the future? 3. If a provider is intending to gain CQC registration to deliver personal care in the future, does this have to be in place prior to contract start date, or can a provider be working towards this? 	19/2	44.1.1	<ol style="list-style-type: none"> 1. The DPS tender will reopen from the DPS Agreement commencement date of 9 June 2018. 2. Yes 3. The requirement for CQC registration is a condition of this DPS Agreement as set out in clause 5.2.1. This must be in place prior to Contract commencement date. A company may apply to join the DPS Agreement once it has gained this registration.
Living wage foundation	14/2	Can you confirm that you expect all providers to sign up to the Living Wage Foundation - and is this a foundation specific to Cornwall or does this relate to the Living wage foundation in general?	19/2	47.1.1	Please refer to DPS Agreement Schedule 3 Part A, Cornwall Council Call Off Agreement, paragraph 9.1.5 Living Wage Foundation. For the avoidance of doubt this requires payment of the Living Wage Foundation's Real Living Wage - https://www.livingwage.org.uk/
Ethical charter	15/2	<p>Please can you clarify:</p> <p>Cornwall Council are signed up to stage 1 and stage 2 - these do not include paying the living wage</p> <p>You state we must pay the living wage - however, if we are signed up to the same stags as the council, it does not appear that this is required</p>	19/2	51.1.1	This contract requires payment of the Living Wage Foundation real living wage to staff. Please refer to Council Call Off Agreement, paragraph 9.1.5 which sets this out as a contractual requirement independent of Cornwall's Ethical Care Charter requirements.
Lots 1/2	15/2	Please can you confirm how many Lots there are as there are different categories to choose from. We provide Supportive Lifestyle services and on going support services so does that mean that we would need to apply for Lots 1	19/2	59.1.1	<p>There are two Lots</p> <ol style="list-style-type: none"> 1. Home Care 2. Supportive Lifestyles

	<p>and 2 as opposed to just Lot 2 as there is no category for Supportive Lifestyles and on going services in your category breakdown which I have copied and pasted below. All on going support services include home care in your categories in which case I assume we would need to apply for both lots 1 and 2? Please could you clarify on this as soon as possible so that we can determine which method statement questions we are required to compete.</p> <p>I have copied and pasted the table that was set out in the method statement document as below:</p> <p>Service Providers will indicate which service area they will provide services for:</p> <p>HOME CARE; EMPOWERMENT and ON-GOING SUPPORT SERVICES? YES (please underline if appropriate) NO (please underline if appropriate)</p> <p>HOME CARE; ON-GOING SUPPORT SERVICES ONLY? YES (please underline if appropriate) NO (please underline if appropriate)</p> <p>SPECIALIST HEALTHCARE SERVICES YES (please underline if appropriate) NO (please underline if appropriate)</p> <p>SUPPORTIVE LIFESTYLE SERVICES ONLY YES (please underline if appropriate) NO (please underline if appropriate)</p> <p>SUPPORTIVE LIFESTYLE SERVICES and HOME CARE; EMPOWERMENT, ON-GOING SUPPORT SERVICES YES (please underline if appropriate) NO (please underline if appropriate)</p>		<p>The scope of Home Care and Supportive Lifestyles services and their sub-categories is included in detail in the relevant Service Specification.</p> <p>If you wish to deliver Home Care services as any sub-category and Supportive Lifestyles services as any sub-category then you will be required to apply for both Lots and complete all applicable method statement questions.</p>
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		SUPPORTIVE LIFESTYLE SERVICES and HOME CARE; ON-GOING SUPPORT SERVICES YES (please underline if appropriate) NO (please underline if appropriate)			
clarification re outreach	15/2	You have stated that "Home Care short duration outreach service is applicable to durations of less than 4 hours being delivered to a Home Care client/patient" 1. will outreach services/activities within the community be commissioned in excess of four hours? 2. if so will these visits be commissioned under the home care /lot one element of the contract or the supported living/lot two element of the contract 3. at what rate will such services be paid?	19/2	60.1.1	1. Outreach Services/activities within the community may be commissioned in excess of four hours. 2. Support as described in point 1 above shall be commissioned as Lot 2 Supportive Lifestyles One to One support. 3. The ceiling rate as set out in the 'Contract Notice' for the service is indicative of the rate that will be applied to the Service being commissioned.
Business plan	19/2	If we are not a newly formed organisation are we required to complete the business plan?	20/2	82.1.1	Yes, all organisations are required to complete the business plan as part of their tender submission.
ITT	19/2	If a provider did not complete PQQ/ITT and submit this on March 7th 2018, is there still opportunity to complete this process at a later date?	20/2	81.1.1	The opportunity of the DPS Agreement will re-open on the contract start date. At this point any supplier can apply to join,
Clarification re lots	15/2	if a package of care is currently commissioned for 10 hours of support per day, seven days a week and is jointly funded by continuing healthcare and cornwall council (as outreach and community activities) which lot will this fall into under the new contract i.e. lot one or two? and at what rate will it be paid	20/2	61.1.1	The description of the support being provided indicates that this would be commissioned as Lot 2 Supportive Lifestyles this may be Core Shared hours if in a supported living setting or may be 1:1 hours. Please refer to Supportive Lifestyles Specification paragraph 2.1 for more detail about this service. The ceiling rate as set out in the 'Contract Notice' for the service is indicative of the ceiling rate that will be applied to the Service being commissioned.

Clinical Support Rate and data set	12/2	<p>I am reading through the hourly rate noted in the presentation information and it says £1930p is the rate for personal care and support work.</p> <p>Please can you clarify the rate for 'clinical support' i.e when duties are delegated from a clinical professional to a HCA ie. administering medication, PEG feeding etc. As you are aware, this type of support requires more training and staff need to be signed off as competent with each individual client they are working with, which incurs a higher cost to the agency.</p> <p>Is it a requirement of this contract to complete the National Minimum Data Set? Will an organisation 'fail' if they answer 'no' to this question?</p>	20/2	38.1.1	<p>Each individual health care package is clinically justified and may on occasion, due to the complexity of health need, incur a higher ceiling rate which will be identified in the service request, however this will be considered the exception.</p> <p>2. Yes, it is a requirement of this Tender to complete the National Minimum Data Set on behalf of your organisation.</p>
Clarifications log	16/2	<p>Would it be possible to have all the questions raised and clarifications put together in one document such as an Excel spreadsheet and updated as necessary to make things easier for all of us? It is just that the portal can be "temperamental" sometimes- for example, it is not always possible to see all the read messages (even if you click on read messages) in case we wanted to double check or review the clarifications.</p>	20/2	68.1.1	<p>All clarifications are required to be published individually on Due North, it is not possible to publish under separate cover.</p> <p>Should you be experiencing difficulty in viewing any of the clarifications please contact the Supplier Helpline number: 01670 597136.</p>
Question	14/2	<p>Will the council work with any provider not signed up to this scheme? If so, what circumstances would allow that to happen?</p>	20/2	46.1.1	<p>NHS Kernow and the Council intend to commission all new Home Care and Supportive Lifestyles services through the DPS Agreement.</p> <p>There may be circumstances where services may require a different contract e.g. legal direction however, all Providers that wish to work with Cornwall Council and NHS Kernow to deliver these services across Cornwall and Isles of Scilly can do so by applying to join this contract.</p>

SIGNIFICANT CONTROL	20/2	There are 2 people with significant control (over 25% do both need to be named?	20/2	91.1.1	Details of Persons of Significant Control (PSC). Where appropriate please download the attachment to this question and complete it for each PSC before re-uploading.
Clarification - Workbook Appendix	15/2	I am unable to open the Homecare Appendix 3 - Workbook within the Specification for Care Closer to Home: Home Care Document, maybe because the document is a PDF and will not allow the opening of these files, these should be available for providers to be able to view.	20/2	58.1.1.1 .1	Please find attached the documents as attachments for you to view.
Clarification - Workbook Appendix	20/2	Are providers being asked to complete the workbook and submit with the tender submission?	20/2	58.1.1.1 .1	No, this is an indicative workbook that will be required to demonstrate compliance with Key Performance Indicators and Business Plans during the term of the DPS Agreement.
Business plan	20/2	Please could you clarify when completing our business plan are we projecting using the new ceiling rate and the living wage or our current wage?	21/2	92.1.1	The modelled ceiling rates enable the payment of LWF and as such it is expected that providers will pass this benefit on to employees. LWF rates are announced each November and will be applied to ceiling rates on 1st of April following. Chargeable rates to be used when completing the business plan is down to provider requirement, i.e. sufficient to ensure delivery of specification a sustainable business model, whilst being competitive.
Supported living	20/2	In the business plan are we expected to send information of what we are hoping to provide in the future OR about the 2 men we currently support ?	21/2	89.1.1	The Business Plan should articulate what the business is going to deliver for the period in question. Some businesses may have plans to expand whereas others may decide to contract or remain at current levels. Business strategy is something that is known only to the individual providers.
NHS Contract	19/2	In the introduction it states that:- 'NHS Kernow will be using the NHS Standard 17/18 and 2018/19 (Short Form) Contract.	21/2	76.1.1	The process for ordering/acquiring equipment has not changed. Equipment is sourced via the referrer/community services. The provider is responsible for the provision of PPE for their staff and ensuring they

		<p>in the NHS Standard 17/18 Contract SC17 Services Environment and Equipment 17.2 it states for All Services :- Unless stated otherwise in this Contract the Provider must at its own cost provide all equipment necessary to provide the Services in accordance with the Law and necessary Consents</p> <p>Does the above require Providers to provide equipment such as, but not limited to, Hoists, Stand Aids, Slide Sheets, Turn Safe, Sara Steady, Hospital beds, pressure relieving equipment.?</p> <p>If not, what does this question include?</p>			are able to carry out the expectation of care such as transport to each home care package.
clarification re lots	15/2	<p>if a package of care is currently commissioned by continuing healthcare 24 hours a day 7 days a week and includes sleeping night shifts for 9 hours per day which lot will this fall into under the new contract and at what rate will this be paid</p>	21/2	62.1.1	<p>The description of the support being provided indicates that this would be commissioned as Lot 2 Supportive Lifestyles Core Support hours if in a supported living setting or may be 1:1 hours.</p> <p>Please refer to Supportive Lifestyles Specification paragraphs 1.2 and 2.1 for more detail about this service.</p> <p>The ceiling rate as set out in the 'Contract Notice' for the service is indicative of the ceiling rate that may be applied to the Service being commissioned.</p> <p>Please also refer to clarification 38.1.1 point 1 for further information.</p>
Clarification Re How Existing Support Packages Will Transfer to the DPS	15/2	<p>Please could you clarify paragraph 7.29 of the Specification for Supportive Lifestyles re the transfer of existing support packages. Our understanding of this is that:</p> <p>- Existing packages of support will roll onto the DPS from day 1 of the new contract;</p>	21/2	55.1.1	<p>If a Supportive Lifestyles service provider is admitted onto the DPS Agreement from 9 June 2018 then;</p> <p>a) existing packages of support will be transferred to the terms and conditions of the DPS Agreement and service visits will continue as per the Care and Support Plan from</p>

		<p>- Providers will be expected to pay the RLW from day 1 of the new contract; so</p> <p>- Existing packages of support will transfer to the new rates submitted by the provider on day 1 of the new contract to take account of the RLW.</p> <p>Is this correct please? If not, please could you be explicit about how and when services will transfer, how they will be funded and from what date.</p>			<p>the commencement of the contract. These will be transferred at an agreed rate, not exceeding the ceiling rate for the services.</p> <p>b) DPS Agreement service providers will be required to pay Living Wage Foundation real living wage to staff from the Commencement Date of their DPS Agreement.</p> <p>c) There is no requirement for bidders to submit a rate for the new contract to take account of the Living Wage Foundation real living wage.</p>
Section 6, Apprenticeships	14/2	The question in Section 6, Apprenticeships states that this only applies to contract values exceeding £10m. Given that this is a Framework with no actual value in itself can you please advise if this section requires completion, and if so what contract value should be assumed.	21/2	48.1.1	The full life value of the DPS Agreement is in excess of £300million therefore Section 6 is required to be completed.
Existing packages held by framework providers	9/2	Please clarify how soon can existing packages charge rates be uplifted or renegotiated if a provider has been a framework provider and our rates are presently at framework rates	21/2	15.1.1	<p>Please refer to the attached indicative timetable for the scheduled negotiation period.</p> <p>If a supplier is successful, any changes to rates for existing business will not apply until the start of the new DPS Agreement.</p>
Home Care and Supportive Lifestyles 2018	8/2	<p>Hi do you have a copy of the financial assessment that took place which calculated the maximum bidding price?</p> <p>See attached docs</p>	22/2	6.1.1	The indicative ceiling rates were approved at Cornwall Council's Cabinet and NHS Kernow CCG's Finance Committee in November 2017. These ceiling rates set out the Commissioner's intention to purchase care within this pricing threshold. The cost models used to calculate the agreed service rates were informed by the UKHCA cost model and were localised with support from the provider market, the cost models were approved for use by Cabinet in 2015 and reconfirmed for use with the new Home Care and Supportive Lifestyles contract in 2017.

					The current cost models for Home Care and Supportive Lifestyles are attached. However, it is anticipated that with improved financial and market intelligence becoming available that a review of the Home Care and SLS cost models for Cornwall can occur during the term of this contract.
Ceiling rate	15/2	Please could you confirm the ceiling rate (£19.30) applies to all services detailed in the Home Care Specification, including empowerment and health/specialist health care?	22/2	53.1.1	The ceiling rate of £19.30 applies to Home Care Personal Care services commissioned whether as empowerment, ongoing care or healthcare. Please also refer to Clarification number 38.1.1 point 1 for further explanation.
Electronic call monitoring	16/2	Is it a requirement to have an ECM system for supported living only? If so, what is required please?	22/2	69.1.1	All Service Providers admitted onto the DPS Agreement for Lot 1 and/or Lot 2 or any category of those services is required to utilise an Electronic Call Monitoring System as set out in; <ul style="list-style-type: none"> • DPS Agreement, Schedule 11 Electronic Call Monitoring System; • Council Call Off Agreement, paragraph 10.3; • Council Call Off Agreement, Schedule 3, Charges, Payments and Invoicing; • Council Call Off Agreement, Schedule 7 ECM; and • Supportive Lifestyles Specification paragraph, 8.9.1 Please also refer to Clarification response 22.1.1 Q4 and 28.1.1 for further clarification.
Travel time	19/2	Please can you confirm if travel time has to be paid at the living wage foundation rate of £8.75 per hour or will a rate of the living wage £7.50 per hour be acceptable.	22/2	75.1.1	Travel time paid below the Living Wage Foundation real living wage rate will not be accepted as compliant with the Contract Terms.

CGC	20/2	<p>Please could you confirm if providers need to be CQC registered ? We archived in March 2017 but aim to CQC registered be in October 2018.</p> <p>We current provide support for 2 gentleman in the Truro area if we cannot register will these gentleman need to go to another provider ? if so what if the gentlemen concerned wish to remain with their current provider ?</p>	22/2	86.1.1	<p>Please refer to clarification number 18.1.1 point 1.</p> <p>All bidders must be able to evidence CQC registration prior to signing the Home Care and Supportive Lifestyles DPS Agreement.</p>
Lot 1 Lot 2	20/2	<p>It is becoming very confusing ? Lot 1 is home care Lot 2 Supportive lifestyle. We are a company that provides supported living in the community to people who have their own tenancy .</p> <p>The support is ranging from 24 hours a day to 4 hours a day - with this in mind which lot would apply ?</p>	22/2	88.1.1	<p>The description of the support being provided indicates that this would be commissioned as Lot 2 Supportive Lifestyles which may or may not be delivered in a supported living accommodation scheme or in a person's own home.</p>
Living Wage Foundation - stage 3	20/2	<p>You state in a previous clarification that the living wage foundation will apply at stage 3 of the ethical care charter, can you confirm that this means that the living wage foundation must be paid to staff at point we start taking on clients under this contract agreement as opposed to appointment of the actual commencement date of the DPS which you state applies to stage 1 and 2 of the ethical care charter stage process.</p> <p>I am basically trying to establish at what point of the contract does stage 3 apply - commencement date of main DPS? or as soon as clients are actually placed with us under this agreement..</p>	22/2	90.1.1	<p>Please refer to clarification numbers 13.1.1 and 51.1.1. for further information.</p> <p>All terms and conditions are required from the commencement date of the DPS Agreement.</p>
TURNOVER REQUIREMENTS	8/2	<p>What is the turnover requirement in the Due North System? If you go to the Economic and Financial Standing section of the tender document and click on the title bar; under the Supplier help section you will see that the</p>	22/2	7.1.1.1.1	<p>As this is a DPS and there is no guaranteed contract value, the turnover requirement is effectively negated, however; I will be looking at the submissions and calculating turnover from the estimated council income</p>

		turnover requirement is twice. Please could you define what 'turnover requirement is twice' actually means please			line – this will enable the turnover calculation and also inform the level of capacity on the DPS. Bear in mind it is only one test out of four and can be failed whilst the submission can still pass.
RE: CLARIFICATION - tender business plan submission form	19/2	Please can we clarify from the validation tab of this spreadsheet when the start period commences?	22/2	74.1.1	Cells E15 , E16, E17.
Clarification: Method statement	21/2	Could you please confirm if ONLY submitting for 'Supported Lifestyles' that the method statement questions 3 (empowering approach) and 4 (Responsiveness to trends) are not required to be completed.	22/2	95.1.1	This is correct
excel template tender business plan submission form	21/2	Hi, there is a missing formula from cell E103 and the rest of the row - should have a cell formula sum (E95:E102) but it is blank these cells are protected and cannot be changed so it is not adding in Total Management Employee Costs to the Costs can you re-issue the template? See attached doc	22/2	96.1.1	Please find attached.
clarification re travel time payments	21/2	we are aware that it is a requirement of the new contract that staff are paid the national living wage foundation rate (currently £8.75 per hour). is it the case that this same rate of pay must also be applied to travel time? or can travel time be paid at a lesser amount, for example, national living wage (currently £7.50 per hour).	22/2	99.1.1	Please refer to clarification number 75.1.1.
Clarification re lots	21/2	if a package of care consists of waking nights only and is currently commissioned solely by continuing healthcare, which lot will this fall into under the new contract and at what maximum rate will this be paid	22/2	98.1.1	The description of the support being provided indicates that this would be commissioned as Lot 1 Home Care Night Support, the ceiling rate for this would be £11.15ph. However, please also refer to clarification 38.1.1. Point 1.

Occupational Sick Pay Requirements	21/2	With regards to Stage 3 of the Ethical Care Charter which stipulates the implementation of the Living Wage Foundation pay rate; the Charter also states "All home care workers will be covered by an occupational sick pay scheme". How has the Council provisioned for this in their cost model?	22/2	100.1.1	Please refer to clarification numbers 13.1.1, 43.1.1, 51.1.1 and 70.1.1 for further information.
Travel time in real time and Foundation Living Wage, how will Cornwall Council ensure staff are being paid correctly	14/2	Please can Cornwall Council define how it will ensure that travel time is paid at Foundation Living Wage when many providers only pay an hourly rate that covers facetime only with clients. As a provider I pay facetime and travel time as a full shift, e.g. the carer starts with first client at 07.00am and finishes with last client at 13.00hrs, that carer will be paid for 6 hours regardless of whether travelling or facetime with clients in that time. Where a provider pays facetime only, the carer will presumably not be paid for the full shift time, only facetime with clients which could mean the staff member will have lower hours equating to less pay. Although the provider may pay a higher rate of pay per hour facetime, this rate becomes a lot lower per hour if it were truly worked out to include real time travel time. When I asked Commissioners this question at a forum meeting, I was told it would be done by looking at staff wage sheets, but as travel time will not show on a staff time-sheet, only how many hours a member of staff is being paid, how will the Council ensure that staff are being paid correctly as it says in the Unison Ethical Care Charter which states 'travel time must be paid' as indeed the Council has also clarified in the specification. As a provider who pays travel time, the difference in cost in uplifting to the Foundation Living Wage will be much more than a provider who pays a higher hourly rate but does not pay per shift including real travel time and only pay by face time. Therefore, if the Council cannot assure me that all	22/2	50.1.1	<p>It is correct that the Contract sets out the expectation that Providers will comply with the Unison Ethical Care Charter stages 1 and 2 in their entirety and element 1 of stage 3 payment of the Living Wage Foundation. The requirement to pay Living Wage Foundation real living wage is also required in the contractual documents at DPS Agreement paragraph 9.1.5.</p> <p>There is no stipulation within the contract terms how providers manage their own staffing rotas, or whether staff are paid by shift or otherwise. This is a matter for the provider themselves. There is a requirement for providers to comply with the contract terms including the Ethical Care Charter stages as set out, and there is an expectation that Providers can and will evidence compliance including, payment of travel time to staff.</p> <p>Failure to comply would be considered a material breach. Therefore there is no question of a provider who complies being disadvantaged or victimised, as it is a universal requirement.</p>

		<p>agencies will be paying true travelling time as well as face time, then , my company is being victimised for paying my staff as is stated in the Ethical Care Charter and also, carers working for agencies that do not pay real time travel time are also being victimised and will not get the benefit that they should as the Ethical Care Charter and Foundation Living Wage are not being applied in the correct way. I look forward to your reply how you will be ensuring this as it is specified as part of the terms and conditions.</p>			
Aims and objectives of Healthcare Provision	19/2	<p>In the Specification, 3.1.1 requires the Service Provider to undertake a comprehensive but proportionate pre-assessment to ensure the needs of the individual can be met by the Provider. This assessment has to be completed by a 'suitably qualified person. not always employed by the Service Provider.</p> <p>3,1,2 Requires Service Providers to ensure that all equipment assessed as required etc. to be in situ as soon as the Service provider has agreed they are able to meet the Service User's needs.</p> <p>Will the pre-assessment be paid at the nominated rate - many Providers may operate long distances from where the Service User is currently?</p> <p>Who would assess the Service User if not by the Provider ? Discharge team /Occupational Therapist.?</p> <p>The usual way of being informed of whether or not equipment is in situ, would be through Discharge Liaison, / Service Request Form</p>	22/2	79.1.1	<p>Some health services may require a pre-assessment. Pre-assessments are not chargeable.</p> <p>2. If not assessed by the Service Provider then these may have been assessed by the Professional referring to NHS Kernow, for example, but not limited to discharge team, Community nurse, trusted assessor</p> <p>3. The Professional referring the case shall ensure equipment is in place.</p> <p>4. There will be no change in this process or the remit of Nursing and OT professionals.</p>

		Service Providers are not usually qualified to assess for equipment, this is usually the remit of nursing and Occupational health staff. Will this still be the remit of Nursing and OTs?			
Procedure Supplier Guidance	19/2	Can you please clarify the difference between the DPS Procedure Supplier Guidance v0.6 and the Restricted Procedure Supplier Guidance	22/2	83.1.1	The DPS Guidance relates to a 2 stage tender process; the quality assurance then the DPS; the restricted process is when a PQQ is used and followed by an invitation to tender. This tender is for a DPS Agreement.
Clinical Support Rate	20/2	I am a provider who delivers both clinical support and traditional care services - the training, supervision and skill set required to deliver clinical support, which involves supervision from a nurse, differs greatly to that of traditional support services. This includes the cost of overall delivery. Please can you offer further guidance on how you have made the decision to charge the same rate for both services? And whether there is likely to be an increased ceiling rate when complex clinical care is being requested	22/2	87.1.1	Please refer to 38.1.1 point 1.
Co-production and collaborative working	20/2	Could you clarify question 5 and the answer must include how your organisation will: <ul style="list-style-type: none"> attract external funding/ value for money and social impact; As regards to Attracting external funding are you looking for Grant applications we have submitted or fundraising with charities	22/2	94.1.1	The Council will expect organisations to enhance their offer to people who use services, by attracting funding from a variety of sources such as fund raising, grant applications, charitable donations and adding social value by including such things as community resources and other innovative solutions.
Clarification q's close	22/2	Can you confirm at what time on 28th February clarification questions close?"	22/2	104.1.1	Clarifications will be received up to 12 midnight.

question 2.3.5	22/2	At question 2.3.5 (Supplier Selection Criteria A), when we insert our telephone number and save the draft the number is converted to currency (with .00 at the end). Can this please be rectified so that our telephone number can be supplied correctly?"	22/2	113.1.1	This issue has been logged with our IT support service and is due to be rectified; however for the purpose of your submission your telephone number will be seen in the currency format.
question 4.2.9	22/2	question 4.2.9 (Supplier Selection Criteria C), do we have to explain at this stage of DPS process how we use equality and diversity data we have collected, or can we leave the comments box blank and provide supporting information at a later stage (i.e. contract award) if required?"	22/2	105.1.1	If you have answered yes to question 4.2.8 then question 4.2.9 must be answered to be compliant with the tender requirements.
question 4.2.9	22/2	Please can you tell us what the tender requirements are? Do we complete 4.2.9 now or provide details after contract award?			Tender requirements - extract from tender document: 4.2.8 Do you record the equality and diversity information about your workforce and customers? 4.2.9 If you have answered yes to the previous question, can you explain how you use the data collected: to improve the working environment and support given to staff, monitor whether your staff/workforce broadly reflect the community it serves, the changing needs of your customers are identified, prioritised and met across the services you deliver Therefore please provide details WITH your tender submission.
Sleep-ins	23/2	Will the Council be paying the hourly night rate for sleep in's, if this isn't the case what will Providers be paid for a 9 hour sleep in duty?	2/3	116.1.1	Please refer to Clarification 103.1.1 for further information.
Clarifications	23/2	Q1. It is stated within the Specification that all staff should hold a DBS for Adults and Children. We have been advised by the Disclosure and Barring Service that it is illegal to request a DBS clearance for Children if the person concerned does not work directly with supporting children.	28/2	117.1.1	Q1. As a result of this clarification, the following revised text will be inserted into the Home Care and Supportive Lifestyles DPS Agreement paragraph 12.7 12.7 The Service Provider shall:

		<p>Please advise if this requirement will be modified in order to comply with this legal requirement.</p> <p>Q2. It is listed on the Timetable for the procurement that Negotiation with Suppliers will take place between 9.4.18 and 30.4.18. Please advise what will be negotiated at these meetings.</p> <p>Q3. Please advise if following Negotiation with Providers that if a Provider chose to withdraw from the process and not sign up to the Contract this will be acceptable.</p> <p>Q4. It has been stated that current sleep in duties will continue after the Contract Start Date, will it be expected that staff are paid National Living Foundation Wage for all sleep in hours delivered or will it be acceptable to pay these at the standard National Living Wage rate.</p>			<p>12.7.1 ensure that all Staff are subject to a valid enhanced disclosure check undertaken through the DBS including a check against the DBS "barred list" for adults and, where services are being delivered to children, the DBS "barred list" for children; and</p> <p>12.7.2 record, monitor and where necessary update the DBS checks referred to in this Clause 12.7 for all Staff.</p> <p>Q2. Please refer to Home Care Specification paragraph 7.19 and Contract Notice section II.2.4 for further information. Negotiations may be undertaken to reach agreement on charges for volumes of existing business transferring to the DPS Agreement at its commencement based on financial assessment of the tender submission.</p> <p>Q3. Service Providers are able to withdraw their Tendered bid up until signing the DPS Agreement.</p> <p>Q4. All existing business agreed by Commissioners to be transferred to the DPS Agreement, will be subject to the terms and conditions of that contract, one of which is to pay the Living Wage Foundation real living wage to care workers for all services that fall under the scope of this contract. For the avoidance of doubt this does apply to Night Services. The Commissioners are not intending to purchase Night Support as a 'Waking' or 'Sleeping' night but as set out in Supportive Lifestyles Specification paragraph 7.2 and Home Care Specification paragraph 7.6.</p>
Clarification question	23/2	Where a provider has a number of 24/7 services in a close geographical location and it is deemed appropriate for a 'peripatetic' night support team, together with appropriate	28/2	124.1.1	The ceiling rate applied to the service request shall reflect per worker on shift per hour for each service. As an example, if one worker is on shift but covering a number of service users in different locations the ceiling rate will

		Assistive Technology to be put in place, will the hourly night rate of £11.32 still be applied to each location?			be applied to the Service Request as per the number of workers required to cover these services.
2017/18 NHS Standard National Contract Particulars	19/2	Where is the Word doc to be found?	23/2	84.1.1	All contracts can be found in the 'Public Attachment' section of the tender documentation.
Excel spreadsheet still not perfect	22/2	F81 not working & locked See attached	23/2	114.1.1	Amended version attached
CLARIFICATION - business plan	23/2	We include holiday pay in estimates of staff pay at the appropriate percentage regarding capacity estimates. Is it acceptable to place an explanatory text entry in a cell on the spreadsheet despite this then appearing incomplete on the validation tab?	23/2	120.1.1	It is acceptable for the pay line being the total salary/wage costs estimate provided there is a clear explanation of the percentage of this cost that is applicable to holiday and the provider policy in terms of days of holiday entitlement.
clarification	23/2	On the tender business plan submission form - sections 'service delivery costs' and 'business costs' - I am unable to overwrite to add in 'other please provide details'. I have tried to unprotect the sheet but it asks for a password. Can you confirm how you would like me to add in the additional details. See attached	23/2	121.1.1	Please find attached the modified spread sheet.
Quality Assurance tender document - cannot locate	23/2	We expressed interest in the tender but we can not locate the above mentioned Q.A. tender document "The specifications and the Method Statements are attachments within the relevant sections of the main body of the Quality Assurance tender document." Can you please advise further?	23/2	123.1.1	This refers to the actual tender document that you must complete as part of your compliant bid. I have detailed the supplier helpline number if you are still experiencing trouble locating documents.
clarification	23/2	Within the short form NHS standard contract particulars it is requiring completion of defined questions.	23/2	125.1.1	Yes – we would expect the NHS particulars to be completed and returned with the Council tender documents on submission.

		Am I correct in thinking this has to be submitted alongside the Council tender documents and if so - should we be attaching these as an additional attachment when we submit the DPS or how should it be returned?			
CLARIFICATION - business plan spreadsheet	23/2	I have two queries about this spreadsheet: 1. Cell F81 has no formula meaning the cumulative income line is incorrect. 2. It's not possible to give details of costs (service delivery related or business related) as the cells are write-protected. e.g cells D113-116 and D128-134. Is it possible to have an updated spreadsheet please or is there another way you'd like us to address this? See attached	23/2	122.1.1	Please find attached the modified spreadsheet.
Section 7.12.c of the Supportive Lifestyles Specification	23/2	Section 7.12.c of the Supportive Lifestyles Specification states 'The Service Provider will give the Commissioners a minimum of 28 days' notice, if, in exceptional circumstances, they are unable to continue to deliver a package of Supportive Lifestyles support.' Kindly confirm that this can be reflected in the DPS Call Off Terms Agreement Document and that exceptional circumstances will be clearly defined as including issues relating to the financial viability of the contract.	28/2	128.1.1	Commissioners do not consider the reference to Exceptional Circumstances in Section 7.12. c. of the Supportive Lifestyles Specification to include financial viability of a Call off Agreement. Please refer to Council Call Off Agreement, paragraph 15.4 (a) (ii) and 22.1 and DPS Agreement definition of Critical Performance Failure with regard to 'hand backs' and recoverable losses.
Q 4.1.1	23/2	4.1.1 Please confirm you have read the Health and Safety requirements. Can you please advise what tender documents these requirements are referred to?	23/2	127.1.1	This relates to the Health and Safety questions and what the requirements will be for successful bidders.
FLW	23/2	Please can you confirm if existing providers will be required to pay Foundation Living Wage from the commencement date for existing work, bearing in mind the	26/2	126.1.1	Please refer to Clarification 55.1.1 points a) and b) for further information.

		ceiling rates described won't be applied until call off stages.			
Clarification question	23/2	<p>Please can you confirm the following:</p> <p>Do you require existing providers to submit their application for the DPS in line with the initial deadline date given that existing work will move over to the DPS or are you happy for providers to submit at the reopen date (9th June)?</p> <p>If an existing provider does not submit until the reopen date (9th June) please can you confirm that existing work will continue to be delivered by the existing provider?</p>	26/2	115.1.1	<p>Please refer to Clarification 3.1.1 and Home Care Service Specification paragraphs 7.18 (b), 7.19 and 7.20 and Supportive Lifestyles paragraphs 7.28 (b), 7.20 and 7.21.</p> <p>Please also refer to Clarification 73.1.1. for further information.</p> <p>If an existing provider does not submit a tender to the DPS Agreement until the reopen date there is no guarantee that existing work won't have been awarded to a Service Provider on the DPS Agreement from the 9 June 2018.</p>
CQC registered office	22/2	Does the requirement to have a CQC registered office in/near Cornwall apply from the start of the DPS or from the point at which the provider secures a homecare service call-off?"	26/2	108.1.1	Please refer to DPS Agreement Clause 6 'Conditions Subsequent', Schedule 1 Definitions 'CS Completion Date' and Schedule 10 'Conditions Precedent/Subsequent' for further information.
Night rate	21/2	I appreciate that some clarifications have already been made around the night ceiling rate of £11.15. Can you please further clarify why the night rate is so much lower than the day rate? Ordinarily it would be higher than a day rate (other than sleep nights), or sometimes a flat rate at all times but not lower.	26/2	97.1.1	The Night Support ceiling rate is lower than a Day Rate as it has been modelled on a single location shift basis (9hr) and the costs considered for an appropriate rate of pay for this service do not include elements such as hourly travel time and mileage costs.
CQC	22/2	We currently provide support for 2 gentleman in the Truro area if we cannot register will these gentleman need to go to another provider ? if so what if the gentlemen concerned wish to remain with their current provider ?	26/2	86.1.1.1 .1	Please also refer to Home Care Specification paragraph 7.20 and Supportive Lifestyles Specification paragraph 7.30 'Existing Care and Support Packages with Providers that are not awarded a place on the DPS'
ECM	20/2	Please can you clarify the cost of ECM and the time frame we have to implement this?	26/2	85.1.1	The service provider is required to purchase and operate their own ECM system.

		<p>I am aware the Council will reduce the payment if the care staff leave early, will the Council pay over if care staff are at the home longer than the determined visit time</p> <p>If a carer is turned away, will there still be some payment? Agencies will need this in order to cover mileage, travel time, review costs, training, etc</p>			<p>The ECM system must be able to provide evidence reports that meet the requirements of an ECM Visit Report as set out in the contract terms. This Report will be used to validate invoice charges and Key Performance Indicators and provide market intelligence about the services.</p> <p>NHS Kernow and Cornwall Council will pay for actual services delivered whether shorter or longer than the commissioned duration as long as the reason for a difference to the visit is included in the ECM Visit Report and is acceptable and substantiated.</p> <p>Please refer to DPS Agreement Schedule 11 Electronic Call Monitoring Systems for information about the requirements of an ECM system and Call off Agreement Schedule 7, ECM Systems and Call Off Agreement Schedule 3 Call off Charges, Invoicing and Payments for information about payment terms and payment for circumstances arising such as described in the clarification question.</p>
Clarification Question	19/2	<p>Do you require existing providers to submit their application for the DPS in line with the initial deadline date or are you happy for providers to submit at the reopen date (9th June)?</p> <p>If an existing provider does not submit until the 9th June please can you confirm that existing work will continue to be delivered by the existing provider?</p>	26/2	73.1.1	<p>Please refer to clarification 3.1.1.</p> <p>For the avoidance of doubt, providers not opting to bid to commence the DPS Agreement at this time to start from the commencement date in June 2018 will be considered as a non-bidder and existing work will be planned for sourcing a replacement provider through the DPS system from its commencement.</p>
Clarification	16/2	<p>Within one of the clarifications the response states</p> <p>4. There is a ceiling rate set for each package of care requested dependent on the service required and</p>	26/2	66.1.1	<p>The Ceiling rates for each service element within Home Care such as Personal Care and Night Support will be set out on the Service Request. It is the commissioners intention to apply the relevant ceiling rate as indicated</p>

		<p>providers may submit an offer against any service requested.</p> <p>Are we correct in assuming the ceiling rate will be £19.30 for all packages? If not what will be the ceiling rate for each service element i.e home care, empowerment, health, specialist health?</p>			<p>on the Contract Notice for the service or as notified to the Service Provider by the Commissioners from time to time.</p> <p>Please read Home Care Service Specification paragraph 1.16, 4.7, and 7.18 which sets out how the charges for Empowerment will be set out.</p> <p>Please also refer to Clarification 38.1.1 point 1. as an example of where possible exceptions to the notified ceiling rate may apply.</p>
Clarification re direct payments	15/2	<p>If a service user is currently in receipt of a direct payment for 24/7 support, to include sleeping night duties, what hourly rate might the service user expect to receive once the new contract takes effect and when would any change in their payment rate begin</p>	26/2	63.1.1	<p>Personal Budgets provided as a Direct Payment are outside of the scope of this contract and therefore will not be clarified as part of this tender process.</p> <p>Please contact the Council directly for support with this matter.</p>
Clarification	15/2	<p>If this new protocol is not a "framework" will the council and local health authority still use our services if we DO NOT register/tender for the Dynamic Purchasing Agreement?</p> <p>To be more specific, if we do apply and are successful will the council still use non DPA services?</p> <p>If we do apply will the council and local health authority only use providers on the DPA?</p> <p>If we are allowed to come on and off the agreement will the council still use our services when we are "off"?</p>	26/2	54.1.1	<p>Please refer to clarification 3.1.1</p> <p>Please also refer to clarification 46.1.1</p> <p>DPS Providers that opt to terminate their DPS Agreement under clause 27.7.1 will be required to provide an Exit Plan as set out in DPS Agreement, Schedule 12 'Exit Plan' to the Commissioners. In the event a Call off Agreement is not terminated by Commissioners then services will continue to be delivered under the terms and conditions that the Call off Agreement was awarded. Service Providers will not be entitled to participate in the call for competition procedure or bid for new work.</p>
Clarification questions	15/2	<p>1. Please can you confirm how the price will be reviewed during the term of the contract and how increases in legal wage minimums will be addressed.</p>	26/2	52.1.1	<p>1. Please refer to Call Off Agreement paragraph 9.1.5 and Call off Agreement, Schedule 3 Charges, invoicing and payment paragraph 9.2.</p>

		2. Please can you confirm how this will affect our existing business in the area, e.g. will this contract supersede any existing agreements?			2. Please refer to Clarification 3.1.1 and Home Care Service Specification paragraphs 7.18 (b), 7.19 and 7.20 and Supportive Lifestyles paragraphs 7.28 (b), 7.20 and 7.21.
Clarification re the 'Method Statement and Category Selection' Document	23/2	The Method Statement and Category Selection document requires providers to 'indicate which sub-categories they will provide services for'. Please could you clarify whether the 'Children's (health only)' category refers only to services for children with physical health conditions, or whether it also includes health funded services for children with autism and learning disabilities?	26/2	118.1.1	It is the expectation of the KCCG that all commissioned services will be procured via the DPS platform, therefore for clarity purposes the KCCG will use the platform to commission services that are required for our population. This will be inclusive of Physical, Mental, LD, Specialist Nursing provision for children if services are not able to be delivered via core commissioned services.
Service Specifications	26/2	Some of the answers to previous clarification questions refer to the Service Specifications. Could you please attach the Home Care Service Specification and the Supportive Lifestyles Specification onto the portal.	26/2	138.1.1	Both service specifications are attachments in the Specification question of the main tender document.
Tender documents	26/2	We have seen quite a few additional tender documents being send through the clarifications. Could you upload these as tender documents, for ease of access?	26/2	136.1.1	The only amended document to date has been the Business Plan submission form which has been published as a clarification. Are you referring to any other document/s?
Reference	26/2	Is there a requirement to provide a reference?	27/2	145.1.1	There is no requirement to provide a reference with your tender submission.
Question 6.3 (supply chain)		Are we required to answer question 6.3 of the PQQ and provide evidence at a later stage, even if we will not be subcontracting any part of our service delivery?	27/2	142.1.1	Question 6.3 - Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?

					You will only be required to provide evidence if requested and if relevant; however you are required to answer question 6.3.
Invoicing direct to customer paying privately	21/2	Please can you clarify whether there is anything in the contract which would require us not to invoice a customer paying privately for additional services? Also, will CM2000 not apply to this contract?	27/2	101.1.1	1. Services purchased directly by the Service User and not funded by NHS or Local Authority contributions are not within the scope of this Contract. 2. Please see Clarifications 28.1.1 and 85.1.1 for further information about Electronic Call Monitoring Systems contract requirements.
DPS Agreement	27/2	Can the council confirm that the contracts held by providers on the current framework will transfer to the DPS contract (that has a 3 month termination clause), and not the call off contract?			
TURNOVER REQUIREMENTS	19/2	I previously submitted a question asking what is the turnover requirement in the Due North system. You replied saying the turnover requirement is twice. The instructions contained in your response do not link to any help. Your response states twice - but twice of what?	27/2	80.1.1	Please refer to clarification response 7.1.1.1.1
spreadsheet and turnover	21/2	please can you clarify the following: 1- When you mention the phrase "The Turnover Requirement for this project is twice." We assume you mean that the business turnover must be equal to or more than twice the value of the contract you are tendering for? If this is the case – where is the value of the contract you are tendering for? Is this calculated from the income projected in the business plan for Council and Health clients? could we please ask that you look at the following:	27/2	102.1.1 102.1.2	Please refer to the clarification response 7.1.1.1.1 Please refer to clarification 122.1.1 for the amended Business Plan template.

		On the business plan spreadsheet there is a missing formula in cell F81; this results in the cumulative income total for the year being incorrect (as it does not include the first two months)!			
Outcomes	22/2	I am looking at the outcomes on the Specification for Supportive Lifestyle Services document (page 11) and there seems to be some text missing on item VI where it should have the bold header for each outcome. Please can you advise what this should be? Attached	27/2	107.1.1	Please find attached the response to your clarification.
Clarification	22/2	in the business plan submission form -tab 'staffing and rates of pay year 1' - do you want to see information relating to non direct staff added on here - i.e. office support worker and management details - or is it only direct care worker info you require?	27/2	112.1.1	All staffing would be appreciated, I have included extra lines in which providers can specify the roles.
Business plan	25/2	I have 14 units of the old Supporting People contract, (preventative long-term accommodation support), I use same staff to do both this contract and home care. How do I show this on the business plan as these will come into this contract in October18, but are paid through Cornwall social services already and will be under 4 hours a day so will be on the same home care rate? Shall I include their hours from the beginning as there is nowhere to show on the form before October18?	27/2	132.1.1	Please would you clarify your meaning of 'coming into the contract October 18?' If the service concerned is not part of the contract, I would advise the income to be put under other income and a note made to the number of staff and hours of delivery associated with this service.
TURNOVER	26/2	Still can't fully understand your clarification q on turnover; my accountant is still none the wiser. For avoidance of doubt what does my turnover need to be to pass test?	27/2	146.1.1	Please refer to the clarification response 7.1.1.1.1
Questions unanswered	27/2	We have nine questions presently unanswered dating back to the 9th how can we continue to clarify our position once you reply unless we are in full view of fact as the deadline for submission is on the 28th.	27/2	155.1.1	There have been 11 clarifications in total received from your organisation - of these 9 have already been responded to: 15.1 - responded to 21.02.18

					<p>17.1 - responded to 15.02.18 49.1 - responded to 15.02.18 60.1 - responded to 19.02.18 61.1 - responded to 20.02.18 62.1 - responded to 21.02.18 63.1 - responded to 26.02.18 98.1 - responded to 22.02.18 99.1 - responded to 22.02.18</p> <p>106.1 - awaiting response 135.1 - awaiting response</p> <p>To see all clarifications and responses please ensure that in the Clarification Page of Due North, under 'Event Title' the 'All' box is selected rather than the 'ITT' box.</p>
Lots	26/2	We are intending to bid for Lot 2 now, however if we decide at a later date to bid for Lot 1 are we able to?	28/2	140.1.1	Yes you are able to. Both Lot 1 and 2 within the DPS Agreement will reopen on the DPS Agreement initial commencement date and will remain open to bidders during its term.
CLARIFICATION - night rate	26/2	We currently pay carers less than their normal hourly rate for sleeping nights and more for waking nights. I understand that the Foundation Living Wage will apply from the commencement of the contract to day and waking night work but can I please seek clarification as to whether or not it will apply to sleeping nights as well?	28/2	139.1.1	<p>The Commissioners are not intending to purchase Night Support as a 'Waking' or 'Sleeping' night but as set out in Supportive Lifestyles Specification paragraph 7.2 and Home Care Specification paragraph 7.6.</p> <p>The requirement to pay care workers Living Wage Foundation will apply to all Night Support services commissioned through this DPS Agreement.</p>
Night rate clarification	26/2	This is a question for KCCG , waking night cover enables ad hoc provision delaying or removing the need for hospital admission . This type of night cover 2200 to 0700 is a valuable resource to health and Id like clarification re the rate to be paid as well as long term health waking nights.	28/2	135.1.1	Please refer to clarification 38.1.1. point 1, for further information.

		The night rate included in the contract is unsustainable for waking nights supporting health related services.			
Q's	26/2	<p>1) Is there a rate we will be signing up to or are we submitting our rate, if submitting where is the matrix to complete.</p> <p>2) is all requirements under this contract short calls, or is there longer planned visits such as nights and sitting service blocks.</p>	28/2	134.1.1	<p>1. There is no requirement for Bidders to submit charge rates at this stage of the Tender. Indicative ceiling rates as advised in the Contract Notice will be set out on each and every individual Service Request for a Call Off Agreement, and Service Providers admitted on the DPS Agreement will be invited to submit their bid for the individual's service at this time.</p> <p>2. Please refer to Home Care Specification paragraphs 7.1 to 7.6 and Supportive Lifestyles paragraphs 1.2 and 7.2 which set out the scope of the services for each Lot. As an example a Night Service may be commissioned for an individual through Lot 1 Home Care or as part of a Lot 2 Supportive Lifestyles package and each service type will be assessed on a case by case basis and issued as a Service Request.</p>
CHAS & CM200	24/2	Hi I was wondering in order to get the tender contract do we have to have CHAS and the CM200 system	28/2	131.1.1	<p>A Health and Safety accreditation such as CHAS is required prior to award of this DPS Agreement.</p> <p>Please refer to DPS Agreement Schedule 10, Conditions Precedent.</p> <p>Service Providers are not required to purchase the CM2000 System specifically, but must have an Electronic Call Monitoring System operating. Service Providers are able to purchase any ECM system as long as it is able to provide Commissioners with ECM Visit Reports to the parameters as set out in Council Call Off Agreement, Schedule 7, ECM System paragraph 4.4 and meets the Service Providers obligations as set out in paragraphs 3 and 4 of this Schedule 7.</p>

					Please also refer to Clarification 85.1.1 which may provide further information.
TUPE	28/2	<p>TUPE - Clause 19.3.1 implies a replacement service provider will inherit liabilities in respect of relevant employees. However, TUPE Clause 19.3.10 clause implies that the service provider will indemnify a replacement provider against all Employment Liabilities arising from a failure to comply with a legal obligation.</p> <p>Could you clarify that liabilities transfer with the relevant employee, as stated in 19.3.1?</p>	7/3	163.1.1	<p>Clause 19.3.1 reflects the basic statutory position under TUPE the certain employment liabilities transfer: i.e. where TUPE applies to a Subsequent Transfer then under TUPE the Replacement Service Provider will inherit liabilities in respect of the Relevant Employees.</p> <p>In contrast, Clause 19.3.10 contains contractual indemnity obligations which are intended to apportion some of the associated TUPE risk to the Service Provider, where that is considered appropriate.</p> <p>Accordingly, Clause 19.3.10 places specific liability (which the Replacement Service Provider may otherwise inherit under TUPE) onto the Service Provider where such liability arises in connection with any failure by the Service Provider and/or any Sub-Contractor to comply with any legal obligation.</p>
			28/2	170.1	<p>Taking into consideration the content of some clarifications, Cornwall Council and NHS Kernow CCG would like to confirm their decision to extend the clarification submission deadline to midnight on Friday 3 March 2018. Any clarifications received after this time and date will not be responded to. Please note, there is no extension to the tender submission time and date which remains at 1pm 7 March 2018.</p>
Contract particulars	28/2	We have not been able to locate the full length NHS contract particulars. Please could you direct us to where these are within the tender documentation?	28/2	168.1.1	You will find all of the contract documents for the CC and NHSK CCQ in the public attachments area.

Travel time and LW Foundation	27/2	<p>Please can you confirm if under the new contract it would be acceptable to pay your staff £9.per hour with a travel time rate of £8.50 per hour? As this would give an average amount paid in line with the living wage foundation?</p> <p>Could we please have a direct answer rather than be sent to a clarification response or within the specifications as I have read these and am still unsure!</p>	28/2	156.1.1	<p>The rate of travel time is required to be equivalent of LWF @ £8.75ph at commencement of this contract. Travel time should reflect the actual travel time incurred.</p>
Business Plan Submission Form	27/2	<p>Please could you:</p> <p>a. Give detailed guidance on how to complete the Business Plan Submission Form? b. Issue a worked example of the form using spurious figures?</p> <p>Could you please do this as there are at least 27 providers who are unable to complete the form without detailed guidance and, of those, at least three have taken advice from professional accountants and bid writers who are, themselves, unable to clarify how to complete the form.</p> <p>Note: This is NOT answered in clarification 7.1.1.1.1</p> <p>Attached</p>	28/2	154.1.1	<p>Thank you for your clarification, a review of the workbook supplied to bidders has been undertaken and no functionality issues have been identified. However, as you have reported a number of bidders may be experiencing difficulty in understanding what is required to be submitted the following guidance has been provided;</p> <p>If a bidder is having difficulty then the information cells regarding direct and management staff costs in column D are now not required to be filled out. The only requirement is that the costs for these elements are completed.</p> <p>Bidders may choose at their discretion to enter the number of days or percentage in cells D84 – D90 and D95 – D101, i.e. if holiday entitlement is 5 days – 5 should be entered. However the monetary value of these should also be entered in columns E onward.</p> <p>The key point to note when completing the form is that the cell formatting is correct - cells where % should be entered will appear as %, cells where monetary values need to be entered will appear as £.</p>

					<p>A further copy of the workbook version is attached and includes some dummy samples of data.</p> <p>Please be advised that not submitting a completed Business Plan will lead to the Tender application failing, however, finance evaluators will have the opportunity to clarify with bidders in the event the submission presents significantly incorrect data.</p> <p>Taking into consideration the content of some clarifications, Cornwall Council and NHS Kernow CCG would like to confirm their decision to extend the clarification submission deadline to midnight on Friday 3 March 2018. Any clarifications received after this time and date will not be responded to.</p> <p>Please note, there is no extension to the tender submission time and date which remains at 1pm 7 March 2018.</p>
NHS CONTRACT (SHORTER FORM) NHS Kernow Call Off Agreement	26/2	In a previous clarification question you stipulated that the questions need to be part of the Due North contact submission. In which case how do we submit this information? If it is an attachment which section of the contract documentation should it be attached to?	28/2	143.1.1	<p>Please refer to the revised Clarification 125.1.1.</p> <p>The Commissioners do not require the submission of the NHS Standard Particulars Form at point of Tender, but will be seeking prompt completion of this on notification of award.</p>
2.1.10 & 2.1.11	26/2	<p>Can you clarify what is required from these 2 questions, are you asking for CQC numbers?</p> <p>2.1.10 If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? If yes then please detail the relevant details, including the registration numbers(s) in</p>	1/3	137.1.1	<p>These questions are requiring confirmation of your Care Quality Commission registration and registered number(s) and demonstration of your compliance with this requirement.</p>

		<p>the comments box provided N/AAnswer question flagged for review</p> <p>2.1.11 Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? If yes please give details of what is required and confirmation that you have complied with this in the comments box provided.</p>			
Clarifications	23/2	<p>Please can you clarify the cost of implementing ECM</p> <p>Do you pay agencies when the calls go over the allotted time</p> <p>Are agencies paid if they are turned away? We still incur costs for time, travel, care plans, reviews etc</p> <p>What does KCCG fund - does it include support from CFT and PCT?</p> <p>How do agencies pay for mobile phones? Is it a full phone contract or a contribution to cover works call costs</p>	28/2	129.1.1	With regard to your 4th point, please would you clarify - Does this mean CPFT, Cornwall Partnership Foundation Trust & PCT, Primary Care Trust?
FLW	23/2	<p>Please can you confirm if existing providers will be required to pay Foundation Living Wage from the commencement date for existing work, bearing in mind the ceiling rates described won't be applied until call off stages.</p>	28/2	126.1.1.1.1	Please refer to Clarification 55.1.1 points a) and b) for further information.
Confidential - Notification of potential conflict of interest	22/2	<p>Our Registered Manager is the wife of the Deputy Leader of Cornwall Council. Professional and home matters are kept strictly separate and we can affirm that this tender application is kept strictly to In Caring Hands and not discussed elsewhere.</p>	28/2	110.1.1	CC and NHSK CCG confirm that it is acceptable to proceed with your tender submission.

		Can you please let us know that we can proceed with our submission?			
Queries - Newcross Healthcare	20/2	<p>1) Is there a rate we will be signing up to or are we submitting our rate, if submitting where is the matrix to complete.</p> <p>2) is all requirements under this contract short calls, or is there longer planned visits such as nights and sitting service blocks.</p>	1/3	93.1.1	<p>1. There is no requirement for Bidders to submit charge rates at this stage of the Tender. Indicative ceiling rates as advised in the Contract Notice will be set out on each and every individual Service Request for a Call Off Agreement, and Service Providers admitted on the DPS Agreement will be invited to submit their bid for the individual's service at this time.</p> <p>2. Please refer to Home Care Specification paragraphs 7.1 to 7.6 and Supportive Lifestyles paragraphs 1.2 and 7.2 which set out the scope of the services for each Lot. As an example a Night Service may be commissioned for an individual through Lot 1 Home Care or as part of a Lot 2 Supportive Lifestyles package and each service type will be assessed on a case by case basis and issued as a Service Request.</p>
waking night costs	19/2	<p>We are applying for Lot 2, possibly 1 at a later date however please could you answer the following query...</p> <p>Where night time rates are paid at £11.32, this is for a staff member to be sleep in duty; if a person required waking night hours would this be payable at the £16.98?</p>	28/2	72.1.1	<p>Thank you for your clarification, please be advised that your summary is not correct as stated in your clarification.</p> <p>The Commissioners are not intending to purchase Night Support as a 'Waking' or 'Sleeping' night but as a Night Service as described more fully in Supportive Lifestyles Specification paragraph 7.2 and Home Care Specification paragraph 7.6.</p> <p>For avoidance of doubt, the Supportive Lifestyles Night Service ceiling rate is £11.32ph.</p>
Ceiling rates	1/3	When the council advertises a new call off contract will the hours commissioned be automatically advertised at the	4/3	174.1.1	The ceiling rates for a specific Service Request will be set out on the individual Service Request issued under the

		ceiling rate and Providers will have the opportunity to bid accordingly, or is it the Council's intention to determine a rate based upon the Service required and if they choose to do so, the hourly rate could be lower than the ceiling rates specified under the Home Care and Supportive Lifestyles specification?			Call for Competition procedure an Providers will have the opportunity to bid accordingly; these may be higher or lower than the advertised ceiling rates, however, changes to the advertised ceiling rates will be considered the exception and will be financially and clinically justified by Commissioners. There is no obligation for Service Providers to bid for a Service Request. Please also refer to clarification 38.1.1 point 1.
Clarification 124.1.1	1/3	With reference to your response 124.1.1 with regard to the hourly night rate of £11.32, please advise why this rate does not have built in costs for travel time/costs for night workers expected to work peripatetically and cover different locations in line with the rate you are offering to Home Care day staff working peripatetically at different locations for a rate of £19.30.	7/3	185.1.1	Please refer to Clarification 124.1.1.
Assistive technology	1/3	Will the Council purchase/fund the appropriate Assistive Technology or will this cost be expected to be met by the Service Provider.	4/3	186.1.1	Funding will be assessed for this on a case by case basis but the costs are not expected to fall to the Care and Support Provider.
Tender process	1/3	I have attempted to use the link: http://cornwallcouncilintranet.cc.cornwallonline.net/media/13146904/supplier-registration.docx Unfortunately it does not give an immediate access, it throws up Microsoft Sign in to access which refuses to recognise our email address "We couldn't find an account with that username. Can't access your account?" Please proceed how I can proceed.	1/3	189.1.1.1.1	Please contact the Helpline number previously advised.
Tender process	1/3	I have now been able to access the Proactis Portal and made an expression of interest that has been accepted. I understand that contrary to the statement on the	1/3	189.1.1	The main tender document is embedded and there are a number of attachments; terms and conditions, business plan submission form etc

		<p>www.contractsfinder.service.gov.uk that the cut off is 15/03/2018, the cut off date is 07/03/2018.I therefore need to act quickly to complete my intention to make a tender.</p> <p>Could please send me the notes from the bidder workshops for Home and Supportive Lifestyles, unfortunately we unable attend any of the dates given.</p> <p>Having studied DN298356 on the Proactis Portal the top level tender document attachment seem to be missing and there is no explanation as to how one tenders. There seems to be a list of emails from providers seeking clarifications as interpretation of the top level tender document .Could you please advise how should proceed.</p>			<p>I have supplied the link below to the Supplier Guidance and also listed are the Helpline numbers: Tel: 0330 0050352/Tel:01670 597136</p> <p>http://cornwallcouncilintranet.cc.cornwallonline.net/media/13146904/supplier-registration.docx</p> <p>I can confirm that the tender submission date is 1pm 7 March 2018. No tenders will be accepted after this time and date.</p> <p>I hope that this resolves the issues that you are having. Further information is available regarding this tender, the provider workshops that have been held etc on the Council Website http://www.cornwall.gov.uk/health-and-social-care/adult-commissioning-and-transformation/care-home-services/</p>
Business plan	1/3	We are only bidding for Lot 2, but if we leave the section for lot 1 in the business plan it states that it is incomplete. Please can you confirm how you want providers to complete this if they are only going for one lot.	1/3	178.1.1	Please enter zero's in the Lot 1 fields.
NHS Short contract	1/3	Where do you attach the NHS short contract, once signed?	1/3	153.1.1	Please attach in the public attachment area.
Walking nights	1/3	The Council's ceiling hourly rate for waking night services means that commissioned support that includes waking nights will not be financially sustainable for providers. Our costs for waking nights are the same as for daytime hours and there is not enough leeway in the daytime ceiling rate to compensate for a waking night rate that is not fully funded. Will the Council please reconsider their position on the waking night rate to enable providers to bid for 24/7 support?	1/3	103.1.1	<p>The Commissioners are not intending to purchase Night Support as a 'Waking' or 'Sleeping' night but as set out in Supportive Lifestyles Specification paragraph 7.2 and Home Care Specification paragraph 7.6.</p> <p>The Commissioners have reviewed both the Home Care and the Supportive Lifestyles Night Service ceiling rate as set out in the Contract Notice and have identified a typographical error. Commissioners wish to clarify the</p>

					<p>Home Care Night Service ceiling rate as £11.32ph and not £11.15ph as stated. There is no change to other rates set out.</p> <p>Please also refer to Clarification 97.1.1.</p> <p>Commissioners are committed to working with Service Providers to ensure financial sustainability and costs of care delivery will be considered on an ongoing basis in the future.</p>
H&S Accreditation	22/2	Hi, we do not hold any formal Health and Safety Accreditation because we outsource this function to a H&S compliance company with accredited staff who ensure we are compliant in managing the health and safety of our business. Would this meet the needs of this contract or would we need to pursue accreditation for the limited company in 12 week timescale mentioned?	2/3	109.1.1	<p>To meet the contractual requirements the Service Provider must be able to provide evidence of a H&S accreditation held by them, such as, CHAS, ISO 45001 or OHSAS 18001 prior to signing of contracts.</p> <p>Please refer to DPS Agreement Schedule 10, Conditions Precedent/Subsequent and Home Care Service Specification paragraph 10.1.</p>
Notes from Bidder Workshops	2/3	Could you send me notes from the Bidder Workshops in November under taken on behalf of Cornwall Council in relation to this tender .	2/3	203.1.1	<p>The weblink is https://www.cornwall.gov.uk/health-and-social-care/adult-commissioning-and-transformation/home-care-services/ for the bidder workshop information.</p>
					<p>The Commissioners at Cornwall Council and NHS Kernow CCG have given consideration to requests for an extension to the deadline for the Home Care and Supportive Lifestyles Tender due to the adverse weather conditions affecting the time available to complete Tender documents, whilst managing delivery of care under difficult circumstances.</p>

					It is therefore confirmed that the deadline for this Tender has been revised to 1pm Friday 9 March 2018.
ACS Plans dropped by Council	2/3	Please can you inform us how the ACS plans dropped by the council will affect the tender?	2/3	190.1.1	This Tender remains unaffected by the recent Council decision regarding an Accountable Care System (ACS).
Business plan locked cells	2/3	When completing the business plan (V2), the service delivery costs and the business costs have 'other - please provide details', however due to being protected cells we are unable to notify you of what they are. How do we proceed? F81 does not have a working cumulative formula and so G81 and beyond cumulative total is incorrect.	2/3	193.1.1	We assume you are trying to input into column D. Please overtype 'other – please provide details' in column C. These cells should not be protected.
Business plan	2/3	Although I have filled in every cell on the excel sheet and am using the latest update version issued on 23/2/18, the validation page still insists that it is not complete.	2/3	192.1.1	The validation also checks that the discretionary cells in column D have been completed. As per previous clarifications, it is not necessary to complete all of this information so it is acceptable that the validation is showing as incomplete
Business plan	1/3	We are still not sure if (and how) you want us to show our existing business (which is not yet part of this contract) in the Business Plan. Adding it in presents several difficulties as trying to put our existing contracts (all at different rates, not covered by LWF so =etc) does not work. It also blurs the performance of new business won under the DPS contract (which is what we as a provider are more interested in). Please can you confirm that: 1. You do want us to include the existing business 2. How to include it in such a way that we can still show how the new business performs financially	2/3	187.1.1	The business plan needs to include all anticipated services to be delivered during the specified period. Providers are aware of the ceiling rate in force from June - April 19 and therefore estimates of income need to be at a rates which do not exceed this. At what point/s providers estimate the rate per hour for existing and new packages is entirely down to their judgement and business model needs.
3.2.3 Regulation 59	2/3	Can you please clarify the response needed to the question "the organisation is not able to submit supporting	2/3	195.1.1	The response of 'yes' would mean that the organisation is not able to submit supporting documents.

		documents required under Regulation 59 of the Public Contracts Regulations 2015" If we respond with a yes does that mean "we are able to submit "or does a yes mean we are agreeing that "we are not able to submit "			
Signing	28/2	Please can you confirm that the submitted tender is not legally binding at the point of submission or acceptance by the Council / NHS and that successful applicants will then be invited to legally sign the Contract at a later date prior to commencement in June.	2/3	167.1.1	This is correct. A date for signing will be issued in due course.
Update on questions raised the 26/02/18	28/2	We were wondering when we will get a response to our questions that we raised the 26/02/18 (Thread 133.1).	2/3	166.1.1	Please refer to Clarification 133.1.1.
NMDS-SC	28/2	Could you please confirm whether individual services can register on NMDS-SC in Cornwall or would have to be an Organisation as a whole	2/3	165.1.1	Please contact the NMDS-SC support service by calling 0845 873 0129/0113 241 0969 or by emailing nmds-support@skillsforcare.org.uk to seek clarification on this issue.
Staff pay	28/2	With the introduction of the £8.75 per hour for staff, how will this effect other contracts with CC which have not set this out officially at this stage, i.e., day services, respite, residential. We have staff working across multiples of these services and yet are therefore going to be paid different amounts. This is also likely to bring about an equal pay claim and also cause staffing issues in these other services due to staff wanting to move across to better paid services. Should CC not therefore be willing to pay an enhanced rate for these other services for parity and to support the ethical care charter?	2/3	162.1.1	The Ethical Care Charter applies to home care workers. To pay Living Wage Foundation real living wage is also stated as a requirement under this contract independent of the Ethical Care Charter, see Call Off Agreement paragraph 9.1.5. Council leaders have indicated that they would like to reflect payment of Living Wage Foundation real living wage rates to staff of other care and support providers at the time of award of new contracts.
DPS Agreement	27/2	Can the council confirm that the contracts held by providers on the current framework will transfer to the	2/3	150.1.1	The Framework Agreement has an expiration date of 13 June 2018. The Call off Agreements awarded under the terms of the Framework Agreement continue beyond the

		DPS contract (that has a 3 month termination clause), and not the call off contract?			<p>expiry of the Framework and set out an option for Commissioners to terminate the call off agreement, with a 10 day notice period.</p> <p>If a Framework Provider is admitted to the DPS Agreement at the initial commencement date then the clauses as set out in the Home Care specification paragraphs 7.19 or Supportive Lifestyles specification paragraph 7.29 will apply. This can lead to the transfer of current services to the terms of a DPS Agreement Call Off Agreement.</p> <p>In the event a Framework Provider does not bid or is not admitted to the DPS Agreement at the initial commencement date then the clauses as set out in the Home Care specification paragraphs 7.20 or Supportive Lifestyles specification paragraph 7.30 will apply.</p>
Clarification Questions	27/2	<p>Please can you confirm the following:</p> <ol style="list-style-type: none"> 1. We understand that providers will be expected to pay FLW from DPS commencement date. Please can Cornwall confirm when service rates will be negotiated, will this occur before the signing of the DPS contract? If so, please can you give a timeline of when negotiations will take place? 2. If there is a delay in Cornwall negotiating rates prior to DPS commencement, how will Cornwall mitigate the potential financial risk to providers? 3. What have Cornwall put in place to manage all the negotiations of existing packages? 	2/3	149.1.1	Commissioners will work to the published time line issued with the tender document.

Various questions	26/2	<p>What is the timetable for moving customers currently with providers who choose not to enter the new arrangement to transfer over to an alternative, non-framework provider and how will customer preference and choice be taken into account in this process?</p> <p>Where a provider with existing placements applies for and is successful in its application to join this framework, will those existing placements' fees be reviewed in or before June to ensure that they are consistent with the rates under the framework and so that the provider can pay staff the increased wage rates? And what is the timetable for this?</p> <p>Regarding compliance with payment of the living wage under this agreement, will a provider be expected to increase any staff rates of pay from the start of this contract, on successful competition for a first placement under the contract, or the following April and when will there be the requisite uplift in fees for placements to enable a provider to pay this?</p>	2/3	133.1.1	<p>Please refer to Clarification 3.1.1.</p> <p>Please also refer to Home Care Specification paragraph 7.19 and Supportive Lifestyles Specification paragraph 7.29 regarding existing business for Providers not admitted to the DPS Agreement.</p> <p>2. Negotiation period for existing business will take place 9 April to 30 April and therefore will be known prior to the service provider signing the DPS Agreement.</p> <p>3. The requirement is that all staff are paid Living Wage Foundation living wage from the Commencement Date of the DPS Agreement.</p> <p>Please refer to Council Call Off Agreement paragraph 9.1.5 which sets out the planned application of rates for existing business to reflect the requirement of paying the LWF from the outset of the contract</p>
business plan	27/2	<p>Please would you clarify your meaning of 'coming into the contract October 18?' If the service concerned is not part of the contract, I would advise the income to be put under other income and a note made to the number of staff and hours of delivery associated with this service.</p> <p>I cannot see a box on the business plan with the heading 'other'? If this is a category, please could you guide me re where to find this. At present, if business falls outside of this contract I placed it under the 'private, PHB' heading - can you clarify this is ok?</p>	27/2	132.1.1.1	Cells D78 and D79 "other –please detail" allow providers to input income which is not part of the contract.

		We provide support for a number of children under CC's 'short break' provision - I understand this is not within the remit of this contract			
FEES VERSUS WAGES TUPE	24/2	<p>In order to meet your demands that we pay staff an increase of approx 10/15% higher, thus forcing us to pay senior care staff more etc and the added charges for CM2000 could you please clarify my question?</p> <p>As an existing Framework provider will you guarantee all my clients will receive an up lift in fees from where they are now to £19.30, your ceiling rate? {I seriously do not know who else will be able to take my clients off me} I will not be bidding at a lesser price as it will place my company in financial difficulty. This of course depends on my success on the DPS. Please do not refer me to clause xyz I need to know if this up lift will occur as it will determine whether I submit my PQQ/ITT.</p> <p>CQC and yourselves have made it very clear that our finances need to be in order, I cannot complete the Business plan without this information I am not willing to guess what my income will be.</p> <p>I also need information regarding TUPE. The last framework failed because staff will not jump ship and as far as I am concerned it is not legal to ask staff to do this unless the agency has been purchased. Agencies who did not end up on the framework survived due to capacity.....why do you think this agreement will be any different?</p> <p>Subcontracting didn't work either, despite our best efforts to work with other agencies, so what is the point of being</p>	2/3	130.1.1	<p>1. Rates for existing clients with Providers applying to the DPS Agreement will be subject to negotiation, following financial assessment which will conclude the optimum business threshold and form the basis of any charge rate negotiations that will be undertaken prior to award. Please do refer to the Contract Notice II.2.4 as this sets out the methodology for this financial assessment.</p> <p>2. Until the financial assessment is undertaken it is not possible to advise at what rate any existing business will be transferred onto the DPS Agreement at, but you will know this prior to the acceptance and signing of this Contract.</p> <p>3. It is a Service Providers choice whether to bid for this Tender, but please refer to Clarification 3.1.1. which describes the outcome for Service Providers not wishing to work with the Council or NHS Kernow from June 2018.</p> <p>4. It is considered that completing the Business Plan will require some estimates and assumptions based on provider experience and judgement. As such it is a tool for understanding the costs to deliver varying levels of service. Please be advised that not submitting a completed Business Plan will lead to the Tender application failing, however, finance evaluators will have the opportunity to clarify with bidders in the event the submission presents significantly incorrect data.</p>

		<p>on this agreement? You are not offering exclusive deals to successful bidders either. I am just finding it hard to understand why this is being rolled out again and in such an uninspiring way.</p>		<p>4. A DPS Agreement is quite different from a Framework Agreement, which opens to bids only once and is closed during its term and restricts the number of Service Providers awarded a place on it. A DPS Agreement is open to bidding during its term enabling new Providers to Cornwall to join. Furthermore, commissioners intend to work with the market to develop block contracting where there is little supply and support the development of natural market forces to enable a competitive market place. This contract facilitates this.</p> <p>Furthermore, this Specification and route to market has been developed with key stakeholders who took the opportunity offered to all providers to co-produce a new service model delivery approach. This was achieved through a series of workshops and meetings and these specifications reflect this. If you require further information about the Bidders Workshops where many of your questions were discussed and the conversations that took place in the co-production sessions please go to the Council's website at ; https://www.cornwall.gov.uk/health-and-social-care/adult-commissioning-and-transformation/home-care-services/</p> <p>5. TUPE can apply to a number of circumstances not just where one business purchases another, however, this is considered on a case by case basis and information about TUPE is widely available on-line, through ACAS and other professional bodies and is also covered in the DPS Agreement clause 19 and Schedule 12, Exit Plans. TUPE exists to protect staff and there is no obligation on staff to undertake the TUPE offer available.</p>
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					<p>6. Whilst this contract remains flexible to enable any Service Provider wishing to sub-contract to another Service Provider to be able to, this is not anticipated by Commissioners to be widely used.</p> <p>7. This is not a Framework Agreement please refer to earlier clarifications regarding the difference between a DPS Agreement and a Framework Agreement. This contract provides opportunities to Commissioners and the Home Care and Supportive Lifestyles provider market to work together to support people to be empowered, independent and able to access services in a timely way.</p>
Clarifications	23/2	<p>Please can you clarify the cost of implementing ECM</p> <p>Do you pay agencies when the calls go over the allotted time</p> <p>Are agencies paid if they are turned away? We still incur costs for time, travel, care plans, reviews etc</p> <p>What does KCCG fund - does it include support from CFT and PCT?</p> <p>How do agencies pay for mobile phones? Is it a full phone contract or a contribution to cover works call costs</p>	2/3	129.1.2	<p>Service providers will be expected to fund their own ECM software systems. Please refer to Clarification 85.1.1.</p> <p>The service provider is required to ensure that care workers do not incur financial losses from the use of a mobile phone for their work duties. The Service Provider must ensure provision of equipment and / or call costs are recoverable.</p>
Choice and being person centered	23/2	<p>I am still waiting for a response regarding not applying for the tender.</p> <p>Will the people we successfully support in the community (for the last 3 years) be moved to another provider ? If this is the case and the people we support do not want to</p>	2/3	119.1.1	<p>In the event that a Service Provider of current services chooses not to work with the Council or NHS Kernow and does not wish to bid for this contract then please refer to 3.1.1. that describes the outcome of this decision.</p>

		move will they be given a choice to remain with their current provider?			Please also refer to the Home Care Specification paragraph 7.20 and/or Supportive Lifestyles Specification paragraph 7.30 regarding existing business and options for people receiving services.
Questionnaire	2/3	<p>Please can you clarify how we are meant to answer the following questions:</p> <ul style="list-style-type: none"> - We have answered 'Yes' to 4.3.1 and 4.3.2 therefore how should we respond to 4.3.3 as there is no N/A option. - We have answered 'Yes' to 4.5.1 therefore how should we answer 4.5.2 as there is no N/A option. - How should we answer 5.2 as we are able to provide audited accounts for the last 2 years, as requested in 5.1 	2/3	213.1.1	<p>As you have answered 'yes' to 4.3.1 and 4.3.2. you have met the requirements therefore do not respond to 4.3.3</p> <p>As you have answered 'yes' to 4.5.1. you have met the requirements therefore do not respond to 4.5.2</p> <p>As you are able to supply your audited accounts you have met the requirements and therefore do not respond to 5.2</p>
Staff pay	2/3	<p>Thankyou for clarifying, but we have only just been awarded a Day Service contract and this did not state anything for an 8.75 pay requirement. We are therefore unable to pay these staff this enhanced rate for the duration of the contract. Are the Council leaders happy to continue with this disparity until such time that all contracts can be reviewed? Would the Council consider negotiating with those suppliers whom have cross service workers to ensure this 8.75 can be fully implemented? Without the LA increasing their rates for day services, residential and short breaks at the same time, you will be creating issues for yourselves, in so much that by creating a sector (supported lifestyles) that is more attractive for staff to work in they run the risk of a potential drain of staff from those services into supported lifestyles (existing and new services). Has this impact been considered? Likewise, if providers increase pay across all support workers irrespective of type of service, then the LA could see other types of services being handed back as unviable where for example they are only able to staff with agency.</p>	4/3	162.1.1.1	<p>The clarification raised is outside of the scope of this contract and therefore cannot be clarified as part of this tender process.</p> <p>Please contact the Council directly for support with this matter.</p>

Submission documents	28/2	<p>Can you please confirm that it just the following documents that need to be submitted for LOT 2:</p> <ol style="list-style-type: none"> 1. PQQ Electronic questionnaire and embedded documents 2. Tender Introduction Method Statements 3. Schedule 2 Safeguarding document 4. Schedule 3 Signing of the Declarations 	4/3	164.1.1	Along with the completion of the embedded tender document please ensure you attach your completed Method Statements, Business Plan submission form and all declarations as per tender submission requirements.
CCG/Council referrals	1/3	<p>Please would you clarify whether we will notified at the referral stage who will be funding the package of care i.e. CCG or council?</p> <p>Thank you in advance</p>	4/3	176.1.1	The funding body will be set out on the Service Request form.
ECM	1/3	<p>ECM – In document 02. Home Care Specification final document section 10.3 (page 74), it mentions that the Providers ECM system has to be agreed with the Commissioner but in section 3.3 (page 62) of Schedule 7 (ECM) of 03-Part A. Cornwall Council Call Off Agreement_HCand SLS DPS Agreement_Final Form it states “The Service Provider shall determine which ECM System software is operated, provided that the ECM System shall meet the requirements set out in this Schedule 7, ECM Systems and Schedule 14, Data Security.”</p> <p>Please can you supply exact system requirements other than what is mentioned above, and please can you confirm whether or not we need to agree our ECM with the Council? We have requested system requirements from the Council on numerous occasions but have yet to have a reply.</p>	4/3	180.1.1	<p>The Commissioners do not need to agree the ECM system opted for by Bidders, however, will need to agree that the ECM Visit Reports as described in DPS Agreement, Schedule 11, ECM System are compliant with the requirements as set out in paragraph 4.4 and that the appropriate Data Security measures are in place.</p> <p>The system requirements are as set out in the contract, please refer to;</p> <ul style="list-style-type: none"> • DPS Agreement, Schedule 11, ECM System, such as; • ability to report the fields as set out for the ECM Visit Report in paragraph 4.4, • records activity as it occurs in real time, which may be checked on-site by Commissioners or their representatives from time to time. <p>DPS Agreement, Schedule 14, Data Security Checklist, Call Off Agreement, Schedule 7, Charges, payment and invoicing.</p>

					As there is no direct interface between Commissioners and Service Providers IT systems, the System Requirements are less than has previously been required under former Council contracts.
ECM and invoicing	1/3	ECM and Invoicing – in section 4.3 (page 62) of Schedule 7 (ECM) 03-Part A. Cornwall Council Call Off Agreement_HCand SLS DPS Agreement_Final Form it states “From the Commencement Date, the Service Provider shall generate an ECM Visit Report which shall be submitted in a secure file format to be notified by the Council via a secure transfer at a time frequency to be notified to the Service Provider by the Council prior to Commencement Date, but in any event no less than weekly. This ECM Visit Report will be used by the Council to validate Charges, invoices and adherence to target KPIs.” In other paragraphs it also mentions that reports will need to be submitted to Council, but in document 02. Home Care Specification final document section 10.3 point j (page 75) it states: “Ensures the Commissioners have full access to view, monitor and review activity in real time for Safeguarding, quality assurance and audit purposes”. Please clarify what is meant by the Commissioners having access? Why will reports need to be submitted no less than weekly when invoices will only be submitted 4 weekly?	4/3	181.1.1	<p>1. Commissioners require the right to audit data and activity of service delivery to its clients in your ECMS, through direct access onsite as well as through the ECM Visit Report. There is no intention at this time to interface Service Provider ECMS to Commissioner IT Systems.</p> <p>2. Due to Council requiring visit data that will ensure weekly client contributions are correct, the contract sets out the maximum requirement that will be made of Service Providers with regard to submission of Visit Reports. However, Commissioners are committed to ensuring that the minimum frequency needed for ECM Visit Report submission is applied once it is known.</p> <p>Please also refer to Council Call off Agreement Schedule 3, Charging, Payments and Invoicing paragraph 4, Actual Weekly Costs for further information.</p>
ECM	1/3	<p>Please can you clarify that</p> <p>A) ECM will be used for minute by minute payment of invoices</p> <p>B) will the full time procured be paid for if the service user requests that we leave the visit before the full time is used for any reason, this is not referring to short notice cancellation but for example, the service user tells staff to</p>	4/3	183.1.1	<p>a) ECM will evidence actual service delivered on a minute by minute basis accumulated over a four week invoicing period.</p> <p>b) The scenario described would require a charge to commissioners for 23 minutes for that service visit.</p>

		go at 23 mins of a 30 min visit. Will we then be paid for the 30 mins having made the staff available for that duration.			
Supported lifestyles specification - 7.12 Assessment	2/3	d) Where the Service Provider 'Hands Back' a package of care and the Commissioners have to find alternative provision, any charges incurred by the Commissioners will be recoverable from the Service Provider. Can you please confirm that charges incurred by the commissioner will still be recovered from the provider, even if a provider has given the correct notice period for termination of the service	4/3	201.1.1	Where a Service Provider has applied for termination under the terms of the contract and given sufficient notice as set out in the contract and is agreed as an Authorised Termination by Commissioners, the Commissioners will not recover charges incurred. However, a 'hand back' is not an authorised termination and is considered as a Critical Performance Failure, therefore would incur charges recoverable from the service provider
Document 03.Part B NHS Call off agreement	2/3	Please can you clarify if this document needs to be submitted signed and completed with the tender, or will this be completed once the tender has been won by a provider? If it does need submitting - can you advise where we need to upload it.	4/3	206.1.1	The Commissioners do not require the submission of the NHS Standard Particulars Form at point of Tender, but will be seeking prompt completion of this on notification of award.
Supported living and FLW	2/3	In a previous clarification you stated that the FLW will apply to homecare provision. Can you confirm if this should in fact have been for home care and supportive lifestyles and supported living?	4/3	212.1.1	This is confirmed. The contractual requirements set out in the DPS Agreement and Call Off Agreements apply to all services in scope of this Contract.
Homecare Service Specification - 4.1 Service request	2/3	4.1.5 The Commissioners reserve the right to amend the ceiling rate to reflect financial viability on a case by case basis. Can you please confirm if this is an increase or a decrease in the ceiling rate	4/3	215.1.1	This may incur an increase or decrease to the ceiling rate. Please also refer to Clarification 38.1.1 point 1 and Clarification 174.1.1.
Non-refusal of Call-off Order Form	27/2	In relation to paragraphs 5 of Appendix D - Call Off Award Procedure and paragraph 27.1(b) of the same document; please could you confirm:	7/3	159.1.1	Bid offers submitted in the Service Request Response are binding. However, Commissioners would give due consideration to time required prior to Call off Agreement award for the Replacement Provider to

		<p>That, following a successful bid and prior to issuing a call-off Order Form, sufficient time will be allocated to ensuring that any additional factors not known at the time of bidding do not make the rates we have submitted with our bid financially or operationally nonviable, particularly in relation to TUPE.</p> <p>That withdrawing due to insurmountable and unforeseen financial or operational reasons discovered post award/Order Form issue will not result in suspension from the DPS/termination if insufficient time or insufficient information has been given before the Order Form is issued via the portal.'</p>			undertake necessary TUPE assessments and would consider mutual agreement for a withdrawal of an offer in the event of unforeseeable circumstances occurring for the Replacement Provider prior to commencement of service delivery.
Call-off Agreements - Provider's Right to Terminate	27/2	Please confirm the Service Provider's right to terminate an individual Call-off Agreement in the event that the Service User's needs change and the Services are materially different to those in the Council's original Service Request.	7/3	161.1.1	The Service Provider does not have a right to terminate under these circumstances. However, in the event a person's needs change a Reassessment of Need will be required, consideration will be made by the assessor whether the current provider can meet the person's need and achieve their outcomes and if this is considered not possible may recommend sourcing an alternative provider. Service Providers are required to have sufficiently trained and competent staff to deliver care and support that can meet the needs of the categories of client identified in their ITT.
PQQ 4.1.1 Health and Safety Question 1 of 1		<p>These messages differ materially. Which is correct?</p> <p>Section description Applicants with no SSIP (or equivalent) with a social care element accreditation or expired accreditation will have not be able to bid for packages of care for delivery via the Dynamic Purchasing System.</p>	7/3	172.1.1	<p>Both are correct.</p> <p>Applicants with no SSIP or an expired SSIP but can demonstrate their application is in progress may be admitted to the overarching DPS Agreement and have up to 12 weeks in which to obtain a SSIP accreditation prior to signing. However, during that time cannot enter the Call for Competition procedure for a Call off Agreement</p>

		<p>Question</p> <p>Applicants with no SSIP (or equivalent) with a social care element accreditation or expired accreditation will have 12 weeks to obtain this in order to maintain their contract award offer.</p>			<p>until the SSIP accreditation is awarded. In the event this is not achieved in this timeframe Commissioners may terminate the DPS Agreement.</p>
<p>CLARIFICATION: 4.1.1 Health and Safety Question 1 of 1</p>	1/3	<p>Can you confirm how these messages relate to each other:</p> <p>Section description</p> <p>Applicants with no SSIP (or equivalent) with a social care element accreditation or expired accreditation will have not be able to bid for packages of care for delivery via the Dynamic Purchasing System.</p> <p>Question</p> <p>Applicants with no SSIP (or equivalent) with a social care element accreditation or expired accreditation will have 12 weeks to obtain this in order to maintain their contract award offer.</p>	7/3	173.1.1	<p>Please refer to clarification 172.1</p>
<p>ECM - cancellation of visits and logging compliance</p>	1/3	<p>ECM – Providers will need to add manual entries to the ECM for short notice cancellation visits or for visits that are conducted away from the client’s residence. Please can you confirm that this will not affect the Providers minimum logging compliance score of 75%.</p>	7/3	182.1.1	<p>It is not considered necessary to remove Short Notice Cancellation entries from the real time recording report where they were cancelled prior to commencement of the service visit or on commencement of delivery of the visit, as these are expected to be of an insignificant volume and do not adversely affect the live recording scoring to any level.</p> <p>However, agreement can be sought from Commissioners with regard to not operating the ECM System in respect of any Service Visit also known as a Non-ECM Service</p>

					Visit. These exceptions once agreed, may be removed from the real time recording report.
Call-off Bidding - Pricing in relation to TUPE.		Re the call-off process: Due to the risk that incumbent providers will have an unfair advantage in assessing the potential TUPE liabilities under the contract, please confirm that these costs will be excluded from the bid price; i.e. staff costs associated purely with TUPE and will not be included in the price at bidding stage.	7/3	160.1.1	Commissioners will not be considering TUPE costs as a factor at the evaluation stage.
					The ITT must be answered no later than 16/03/2018 at 13:00.
Supported lifestyles specification	2/3	e)The Service Provider will maximise the utilisation of free or low cost support networks, universal services and resources, with paid support being the final option of support. Can you please elaborate on what the free or low cost support networks, services and resources are	7/3	196.1.1	It is expected that Service Providers will support individuals to engage with local networks, friendships and voluntary groups where relevant and consider how local opportunities and community assets can be utilised where possible.
Call-off Bidding - Pricing in relation to TUPE.	2/3	This question was raised on the 27th February with two others but I am unable to locate any of them in the messaging list. On the off chance that I inadvertently logged out before the the questions 'landed' I will be submitting all 3 again. Here is the second relating to the provider's right to call-off bidding and pricing in relation to TUPE. - As incumbent providers will have an unfair advantage in relation to assessing TUPE liabilities when bidding for call-off contracts, please can you confirm whether or not TUPE costs will be excluded from the bid price to ensure a level playing field for all bidders.	7/3	210.1.1	Please refer to Clarification 160.1.1.

Call-off Agreements - Provider's Right to Terminate	2/3	<p>This question was raised on the 27th February with two others but I am unable to locate any of them in the messaging list. On the off chance that I inadvertently logged out before the the questions 'landed' I will be submitting all 3 again. Here is the first relating to the provider's right to terminate a call off agreement.</p> <p>- Please could you confirm the service provider's right to terminate right to terminate an individual call-off agreement in the event that the person's needs change and their support needs are materially different to those in the original service request?</p>	7/3	209.1.1	Please refer to Clarification 159.1.1.
Supported lifestyles specification - outcomes	2/3	<p>However, if a Service Provider performs poorly in the first year, and Service Users are not meeting their individual outcomes, they will be at risk of not being allocated future packages and their existing packages could be re-allocated to another Service Provider on the DPS.</p> <p>What would happen if the service providers not at fault, it is more to do with the client and their willingness to engage. Will this still impact on future and existing packages?</p>	7/3	200.1.1	Consideration would be made by assessors and commissioners to the factors as set out in your clarification. Commissioners would expect to have been alerted to the issues encountered throughout the period and would acknowledge Service Provider's evidenced endeavours to deliver services that meet an individual's outcomes. Commissioners would expect the opportunity to work with the provider and relevant parties to review outcomes and consider steps to enable achievement of these outcomes prior to consideration of suspension or termination of call off agreements.