

## Brighton & Hove City Council – DPS Operational Guide

Brighton & Hove City Council and Brighton and Hove Clinical Commissioning Group (The Commissioners) are working with *adam* on the web-based system, SProc.Net, to manage the Council's Area Contract as well as their Dynamic Purchasing System (DPS). The Council will use this system for the procurement of Home Care for adults, as and when required over the lifespan of the DPS contract. As a potential provider, this document will take you through what a DPS is and how the Commissioners will manage their commissioning process using SProc.Net.

### Area Contract

In March 2016 the Council, in partnership with Brighton and Hove Clinical Commissioning Group (CCG) commenced a tender process to award contracts to provide home care to residents of Brighton and Hove. Contracts were awarded in June 2016, with a start date of 5th September 2016.

The main area contract splits the city into ten geographical areas, with two contracted providers in each area (a Lead and a Back-up).

The Area Contract will be the first procurement route for home care – all new referrals will be offered to the contracted providers in the relevant area. Should the contracted providers not accept the referral, delivery of the home care package will be procured via the DPS.

### What is a Dynamic Procurement System (DPS)?

A DPS is a fully electronic system used by public sector bodies to award contracts for works or services and is governed by Regulation 34 of The Public Contract Regulations 2015 (as amended from time to time). The use of a DPS to award such contracts ensures the end-to-end procurement process is competitive, fair and transparent. Providers must meet the Council's minimum criteria for entry to the DPS, but there are no other restrictions on who can or cannot join.

The DPS is a fair and transparent process for all service providers. As a provider, you will benefit from access to all opportunities to provide services in their specialism because the use of SProc.Net means:

- You will be competing on a level playing field with other organisations for new opportunities to provide services
- You will have reduced administration costs and an easy to use, streamlined process
- The full history and a complete audit trail of all buying decisions and communications are captured in one easy to access location.
- The DPS will be the secondary procurement route taken by the council

### How will the council use SProc.Net?

#### 1. Requirements

When the Commissioners require a Home Care service, they will create and distribute a Requirement to the supply base. A Requirement is the name used for a tender on SProc.Net.

In the first instance all Requirements will be sent out via the Area Contract to the lead provider. If the lead provider cannot fulfil the package then this Requirement will be sent to any applicable back up providers on the Area Contract.

If the requirement cannot be fulfilled via the Area Contract then this will be automatically distributed to providers subscribed to the respective Service Category via SProc.Net. Depending on when the service is required to begin, the Commissioners will stipulate the relevant timescales, whereby different actions can be taken during the subsequent periods described in this guide.

There may arise a situation that offers an exception to the standard DPS process. In this situation, the Commissioners reserve the right to contact a single provider, or a specified selection of providers. A retrospective Requirement will be placed on SProc.Net. Detailed below is a list of example situations in which this may occur:

- Service procured out of core office hours, weekends and formal holiday referrals (including the Christmas holidays)
- Continuity of service is required
- Package sourced as an emergency
- Service User and family choice

In these cases, a retrospective Requirement will be placed on SProc.Net by the Commissioners.

## 2. Open for Offers period

This period only applies when the Requirement has been distributed via the DPS. Providers can only submit an Offer during the 'Open for Offers' period. An Offer is the name used for a proposal submitted by a provider. The Commissioners will stipulate the timescale of this period on the Requirement. Once this period ends, no further Offers can be submitted by the supply base.

To create an Offer, Providers will state whether or not they can meet the requirements ('Attributes'), how they will meet the outcomes ('Outcome Statements') and submit a price ('Price'). On each Offer, there is a weighted split of 60% **Quality** and 40% **Price**.

- **Quality – 60%**

Quality is weighted to represent 60% of the provider's total score. The council will use a number of different elements to create a Provider Quality Score. This may include:

- CQC rating
- Service User Feedback
- Other

- **Price – 40%**

Price is weighted to represent 40% of the provider's total score. Providers are required to enter the cost of the Requirement. Price scores are then calculated by the system by comparing provider's rates using the following formula:

$$(\text{Best Price} \div \text{Bid Price}) \times (\text{Price Weighting})$$

Please note, to ensure a high quality of care for service users, the Commissioners may introduce a price floor and ceiling over the course of the DPS contract.

The Council reserves the right to amend the award criteria from time to time subject to prior notification to service providers.

During the Open for Offers period, you will have visibility of your overall ranking in the list. Whilst the Open for Offers period is open, and quality has been secured, as a provider, you have the opportunity to revise the submitted price in an effort to improve the ranking of your offer.

When the Open for Offers period ends, all submitted Offers will be electronically sorted into a list. This will rank the Offers in order of the score which they have received so far. The Commissioners have stipulated that the top three (3) Offers will be placed into a shortlist.

## Requirement Messaging Tool

A messaging tool is available during the Open for Offers period for you to communicate with the Council to clarify any specifics of the Requirement. Requirement messages and their responses will be published on the Requirement and can be seen by all providers who are placing Offers. As such, you must not include anything which identifies you or your business in any Requirement messages.

The following policy must be adhered to for its use. This policy is to ensure a full auditable trail and alleviate any risks to the Commissioners or the provider through miscommunication or malicious practice:

### 1. Identification

There must be nothing communicated through the messaging system which identifies either you as the Provider or a Commissioner.

### 2. Prejudice

Nothing which betrays a bias for or against you as the Provider should be communicated through Requirement Messaging.

### 3. Data protection

There must not be any sensitive information of a personal or commercial nature, pertaining to either you the Provider, a member of the Council or Service User communicated through Requirement Messaging.

### 4. Off-contract risk

There will be nothing which incites engagement outside of the system communicated through Requirement Messaging.

### 5. Clarification

Further details to support the Requirement and aid Providers in constructing their Offers must always be communicated through Requirement Messaging.

### 3. Client Review period

This period only applies via the DPS procurement route. Following on from the Open for Offers period, the Commissioners will evaluate the top three (3) shortlisted providers (as above). The purpose of the Client Review period is to ensure that the accepted Offer is the one that best meets the needs of the service user.

Once scored, the Total Score is generated for each of the top three (3) Offers by the system based on the combined final Quality and Cost weighted scores. These scores are then used to rank all Offers in descending order (i.e. the highest score achieves rank 1 and so on).

At the end of this final period, the Commissioners will award the Home Care contract for the requirement to the top-ranked offer which represents the most economically advantageous tender: a combination of both quality and price. There are no guarantees that the cheapest offer, or the offer with the highest quality score will win; it is based on a combination of both quality and price. The Commissioners reserve the right to reject Offers from the shortlist should they be deemed inappropriate. For example, but not limited to:

- Quality Concerns
- Unsuitable Price
- Unsatisfactory Start Date

The Commissioners reserve the right to amend the award criteria from time to time, subject to prior notification to providers, including the use of Service User feedback and historical Service Provider performance data.

### 4. Service Agreements

This is relevant for all procurement routes. If your Offer is successful, a Service Agreement will be created on SProc.Net between you and the Commissioners. The Commissioners will aim to inform you of the outcome of your Offer via SProc.Net following the end of the Client Review period.

#### Changes to Service Agreements

If a change needs to be made to an active Service Agreement, the Change Order function in the system will be used by Commissioners. The Change Order policy below outlines what changes to an active Service Agreement can be requested, and what constitutes a material change resulting in the active Service Agreement ending and a new requirement being distributed to the supply base. Changes are at the discretion of the Commissioners.

- **Alterations to a Service Agreement**

Where an impromptu alteration in the service is required, it is permissible to request a change with the service provider. This alteration will be recorded in the system, but does not

constitute a material change and so the Service Agreement does not need to be redistributed to the supply base.

Example: Start Date – the Commissioners may wish to change when a service is to begin from the original proposed date.

- **Price**

If an alteration results in a change in price of over 50% of the original Service Agreement price, the Commissioners reserve the right to end the active Service Agreement and redistribute it to the supply base. This decision will be taken in conjunction with the Service User and the Service Provider.

- **Ending a Service Agreement**

A change, when considered major, may result in the Service Agreement ending. The Commissioners reserve the right to end the active Service Agreement and create a new Requirement to distribute to the supply base. Examples of a major change are, but are not limited to:

- Allegations of abuse and/or Safeguarding concerns
- Upheld complaints concerning Service Provider competence
- Significant alterations in duration of support required

All decisions will be made in consultation with all parties involved, prior to the ending of a Service Agreement.

As a provider, if a change to service is identified, this will need to be raised to the Commissioners via the Messaging functionality on the Service Agreement.

## **Intermissions**

Occasionally, there may be an event which “interrupts” the delivery of the care package to an individual. When a service is not being delivered due to a change in circumstances, the contract needs to be placed into an ‘on hold’ status on the system. This is called an Intermission. In cases of Intermissions as detailed below, fees will not be payable throughout the whole period of an intermission. If the intermission is longer than two (2) weeks, then the agreement may be closed.

## **Suspensions**

The Commissioners reserve the right to suspend a provider from the DPS supply base, for reasons such as, but not limited to;

- Failing to meet KPI’s/Improvement Plan
- Safeguarding Concerns
- CQC Rating
- Quality Concerns
- Business Continuity

A Suspension means that a provider will not receive new Requirements distributed by the Commissioners. A joint discussion between the provider and the Commissioners (and other appropriate parties), will determine the impact, and any necessary action, in respect of the provider's other active Service Agreements.

Providers may also choose a voluntary suspension of placements while addressing concerns in partnership with the Local Authority.

## **5. Self-Billing**

Once a Service Agreement has been created and delivery of care services has commenced, as a provider, you will be required to submit weekly invoices. Please send invoices to [ASC.payments@brighton-hove.gov.uk](mailto:ASC.payments@brighton-hove.gov.uk)

## **6. Communication**

### **Supplier Relationship Management module**

The Commissioners will be using the Supplier Relationship Management (SRM) module within SProc.Net to communicate with approved providers. The SRM module will allow the providers to communicate directly with Commissioner officers in an open and transparent manner. Further information can be found in the System User Guide on SProc.Net (post Go-Live).

### **Feedback and Complaints**

If you wish to request any feedback or to lodge a complaint, please contact the Council via email to [Procurement@brighton-hove.gov.uk](mailto:Procurement@brighton-hove.gov.uk).

### **Next steps: how to join the DPS**

Providers who wish to supply services to Brighton & Hove City Council and the CCG will need to meet the Commissioner's minimum entry criteria by applying online at [www.sproc.net](http://www.sproc.net). It is a simple three step process consisting of Registration, Accreditation, and Enrolment. Please refer to the 'DPS Application Guide' for details on the entry criteria and an explanation of the process.

## Glossary

**Accreditation** – this is the first step that a Provider is required to complete when joining the supply base, it is a series of objective questions and document uploads.

**Area Contract** –

The city of Brighton and Hove has been divided into 10 Areas geographically. Each Area is allocated a Lead Provider. Lead Providers will be offered the Core and Enhanced Care Packages for their Area, unless the service user has expressed a preference for a specific alternative Provider or the Commissioners allocate to another Provider in the reasonable exercise of their discretion. Commissioners reserve the right to amend this Referral process.

**DPS** – Dynamic Purchasing System used for the procurement of services.

**Enrolment** – this is the second step a Provider needs to complete to join the supply base, it is a subjective evaluation of the quality of each location within your organisation.

**Intermission** – a “hold” on the delivery of a service whilst the Service Agreement remains in force.

**Open for Offers** – timeframe in which you are able submit an Offer against the Commissioners Requirement.

**Offer** – your submission against a Requirement to state what you are able to deliver and at what price.

**Public Contract Regulations** – the regulations within which the DPS and all public sector procurement must operate.

**Provider Quality Score (PQS)** – a score assigned per Provider by the Commissioners based on a defined set of quality criteria. The score reflects the quality of service delivery of your organisation.

**Requirements** – the opportunities that are being tendered by the Commissioners.

**Service Agreement** – this is the contract to deliver services, binding the Requirement and Offer to agree what service is going to be delivered and at what price.

**SProc.Net** – this is internet based technology platform through which the Commissioners will be procuring services (web link is [www.sproc.net](http://www.sproc.net)).

**Provider Agreement** – this is the overarching contract between the Commissioners and a Provider. A Provider will need to agree to this document at the Accreditation stage.