

# **DPS Entry and Operation Guide Part 2 – Requirements Process and DPS Management**

Once you have successfully enrolled to join Haringey Council's DPS supply chain, you will be able to offer to deliver Services as and when required by Haringey Council.

Save in certain exceptions explained in section 4.3 below, when Haringey Council requires Services, it will distribute a Requirement within the DPS to suppliers enrolled for the relevant Service Category.

## **1.0 Requirements**

A Requirement is a request issued by Haringey Council from time to time via SProc.Net identifying specific Services which it requires. It provides an opportunity for a supplier to submit Offers via SProc.Net bidding against the Requirement. The Requirement may be based on a placement search on a mileage radius from a specific postcode.

## **2.0 Open for Offers Period**

Once the Requirement has been distributed, suppliers can submit an Offer during the Open for Offers Period. An Offer is the name used for a tender submitted by a supplier. The Council will stipulate the timescale of the Open for Offers Period in the Requirement. Once this period ends, no further Offers can be submitted by suppliers.

In submitting an Offer, suppliers must confirm that they can meet the specifics of the Requirement and must submit a price for delivering the Requirement ('Price').

## **2.1 Open for Offers - 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, which are anonymous, and their responses will be published on SProc.Net alongside the Requirement and can be seen by all suppliers who are placing Offers. As such, you must not include anything which identifies you or your business in any Requirement messages – please see the Requirement Messaging policy below.

The following policy must be adhered to by suppliers using the Requirement Messaging tool. This policy is to ensure a full auditable trail and alleviate any risks to the Council or the supplier through miscommunication or malicious practice:

### **1. Identification**

Suppliers must not communicate anything through the messaging system which identifies either the supplier or a member of Haringey Council's staff.

### **2. Communications about other suppliers**

Suppliers must not communicate anything through the messaging system which is intended to support or prejudice any other supplier.

### **3. Commercially Sensitive Information and Personal Data**

Suppliers must not communicate through the Requirement Messaging system anything that is of a commercially sensitive nature or any personal data relating to a member of Haringey Council's staff or to any of its service users.

### **4. Off-system communications**

Suppliers must channel all requests for information relating to Requirements through the Requirement Messaging system and must not engage in off-system communications for this purpose.

### **5. Clarification**

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

## **2.2 Open for Offers – process**

If the requirement placed is in a Learning Difficulty or Mental Health Service Category, suppliers who can provide the service will be able request details of the Service User in order to carry out an assessment before submitting their Offer. The Offer must be submitted during the Open for Offers period.

For all other Service Categories, you will be able to submit your offer and then carry out an assessment after the Open for Offers period closes. At the end of the Open for Offers period, the 3 top ranked suppliers will be offered to the Service User and family to visit and for the preferred home to conduct their own assessment in order to confirm the offer made. Should the assessment result in a revised offer Haringey Council reserves the right to reject in accordance with the rejection criteria below. If your final offer is then rejected the process of awarding the contract will then continue with the next ranked supplier.

The Council reserves the right in some instances to request an assessment before an offer is made. During the Open for Offers Period, you will have visibility of your overall ranking in the list and have the opportunity to revise the Price you have submitted in an effort to improve the ranking of your Offer.

The top-ranked Offer is continually updated as necessary each time a new Offer (ie. an Offer with a revised Price) is submitted.

If Haringey Council decides to procure these Services a contract will be awarded in the form of a Service Agreement

Haringey Council reserves the right to reject an Offer:

1. If it is deemed economically unsustainable over the duration of a Service Agreement;
2. If the Offer is made by a supplier that has been duly suspended under section 4.4, if applicable.
3. If the Offer does not comply with the Price Banding for the associated Service Category or within the Price Banding it remains in excess of what other Councils would pay for the same service.
4. If Service Users or their Carers/ Family reject the placement.
5. If the estimated value of the relevant Service Agreement together with the cumulative value of any other Service Agreements is more than 50% of the Supplier's annual turnover.

In addition, Haringey Council reserves the right not to award a contract in respect of an Offer if the Requirement is no longer needed.

### **3.0 Offer Evaluation**

Every Offer submitted will be evaluated based on Price, (100%) and a supplier's ability to meet the Council's "Must Have" criteria listed as Features in the system.

#### **"Must Have" criteria**

These are pass or fail criteria which will filter out suppliers prior to any other evaluation and scoring. They are displayed as tick boxes on the system.

The Council reserves the right to amend the evaluation criteria from time to time, subject to prior notification to suppliers and in a manner that is compliant with the Public Contract Regulations.

### **4.0 Service Agreements**

If your Offer is successful, you will be awarded a contract in the form of a Service Agreement. This is the contract between the supplier and Haringey Council for provision of the specific Services detailed in the Requirement in respect of which your Offer was made.

Before Haringey Council awards a Service Agreement, it will need to follow its internal approval processes.

All the suppliers will be notified through Sproc.Net whether they have been successful or not. Where the value of the Service Agreement to be awarded is over the EU threshold for tendering services, a voluntary 10-day standstill period will then be applied. The award of the Service Agreement will not be confirmed nor will service delivery start until the end of this 10-day period or until the resolution of any challenges to the proposed award that may be brought within that period.

Once the standstill period comes to an end or where the Service Agreement to be awarded is valued below the EU threshold, the successful supplier will then be notified that a Service Agreement has been created on the system. The Supplier will need to confirm acceptance of the Service Agreement before this takes effect and becomes active.

Haringey Council will, before acceptance of the Service Agreement, ensure that the person agreeing the service agreement on behalf of the supplier has the authority and capacity to do so.

#### **4.1 Changes to and Termination of Service Agreements**

Haringey Council reserves the right to make in-contract changes to a Service Agreement or to terminate it in accordance with the terms of the Supplier Agreement, particularly relating to Variations, Performance Default and Termination.

The parties to any Service Agreement may agree changes to each such contract subject to:

1. Where changes are proposed to the Requirement deliverable under a Service Agreement but which do not affect the overall price of the Requirement, this will not be considered a significant change to the Service Agreement and will not involve a retender of the Requirement unless the Supplier is unable to accommodate the changes.
2. Where a package of care may be amended following the outcome of a social care review process.

3. The gross price payable under an agreement may be changed annually to take account of the RPIX subject at the sole discretion of the Council.

And may be terminated in the following circumstances

4. The first 28 days of a placement is classed as a 'trial period'. The trial period enables the Service User and the Council to assess the suitability of the Supplier and the Care Home in meeting the needs of the Service User. The Parties to this Agreement may terminate the Service Agreement at any time during the Trial Period, by giving 7 days' notice in writing.
5. The Service Agreement may be terminated by either party by giving at least 28 days' written notice, or 3 months for established Service Users who have lived in the home for more than 2 years. This period may, however be reduced if mutually agreed between the relevant Parties. The period of notice will run from receipt of notification (notification can be by e-mail, fax or posted). During the period of notice both parties shall co-operate to ensure that the interests of the Service User shall be met under whatever new arrangements may be proposed.
6. Where a Service User or his/her representative requests immediate removal from the Care Home, the parties shall consider whether this is in the best interests of the Service User bearing in mind the statutory duties of the parties. Should the parties agree to immediate removal, the parties will agree a mutually acceptable date and time and in such circumstances, the Council's Fees shall be paid up until the date of termination of the Placement.
7. Where the Council suspects that there is any abuse of the Service User or that the care which the Service User has received is inappropriate taking into account the Support Plan, he shall arrange for the removal of the Service User forthwith and the Council's obligation to pay Fees shall cease on the date of termination.
8. If the Supplier commits a fundamental breach of its obligations under the Service Agreement the Council may, without prejudice to any accrued rights or remedies, terminate this Agreement immediately by notice in writing.
9. Where the Council terminates the Supplier Agreement under the Clause 31 of the Supplier Agreement, the Council shall cease to be under any obligation to make further payment to the Supplier until all costs and damages resulting from or arising out of termination of this Service Agreement have been calculated, and be entitled to

deduct such costs from any sum or sums which would have been due to the Supplier and/or be entitled to recover the costs from the Supplier as a debt.

- 10.** The Council reserves the right to terminate and/or suspend any Service Agreement in certain circumstances such as performance default.

## **4.2 Intermissions**

Occasionally, there may be an event which “interrupts” the delivery of the Services; when a service is not being delivered due to a change in circumstances, (for example if a service user is admitted to hospital) the contract will be placed into an ‘on hold’ status on the system provided this would not involve a breach of contract. In the event of an Intermission, the Supplier will be notified of the likely timescales and payments will only be made to the Supplier in circumstances where a part payment for mobilisation of services has been previously agreed.

The Service Provider shall notify the Council when a Service User has been absent from the Care Home, including admission to hospital. The gross price of the Fees shall be changed where the Service User has been absent from the Care Home scheme for hospitalisation, as follows:

**4.2.1** First week of absence 100% of Agreement Gross Price

**4.2.2** Second week of absence 75% of Agreement Gross Price

**4.2.3** Third week of absence 50% of Agreement Gross Price

A review will be held within the third (3rd) week of absence to determine whether or not to leave the Placement open for an anticipated return of the Service User. If it is agreed to do so both Parties shall agree an appropriate level of remuneration so as to enable the Provider to reserve the Placement. If agreement cannot be reached by the Parties, then the bed shall be deemed vacant and fit for a new referral. Should the review during the third (3rd) week determine the bed is no longer required then it shall be deemed vacant and fit for a new referral.

The length of time a new requirement is needed varies depending on the nature of the intermission. If the clients need have changed considerably it will be at the discretion of the Council if the Service Agreement will be terminated and a new requirement placed on the system.

## **4.3 Exception Policy**

Haringey Council reserves the right to procure Services outside of the normal DPS processes in the following circumstances:

1. In circumstances where an emergency placement has to be made.
2. Service procured out of core office hours (9am-5pm weekdays, weekends and formal holiday referrals including the Christmas holidays).
3. When the placement needs to be made in a geographical area where no suppliers are enrolled. In the event a supplier receives a second placement within a 12 month rolling period from the date of the first placement a supplier will be expected to complete the online Accredited and Enrol questionnaire.
4. When continuity of service is required.
5. Where the individual needs of the service user are such that there is only one known provider that can deliver the care package. If this were to occur, it would require sign off by the Head of Service (Brokerage Team).

In these cases, a retrospective Requirement will be placed on SProc.Net by the Council to facilitate payment.

#### **4.4 Suspensions**

The Council reserves the right to suspend a Supplier from the DPS supply chain to the extent that this is consistent with the terms of the Supplier Agreement, for reasons such as, but not limited to:

- Safeguarding concerns
- Liquidation
- Failure to meet the terms of the service specification or entry guides
- An enrolled suppliers CQC rating falls below Good or Outstanding to Requirements Improvement or Poor.
- If a supplier changes location and holds a previous CQC score of Good or Outstanding, the decision to pass or fail this supplier will be at the discretion of the Council.
- Expired documentation or Policies

A Suspension means that a Supplier will not receive new Requirements distributed by the Council. A discussion between the Supplier and the Council (and other appropriate parties) will determine the impact on, and any necessary action in respect of, the Suppliers other active Service Agreements.

The Council reserves the right to request, where the circumstances warrant this, that one or more of a Supplier's employees is / are not to be used to deliver Services under this DPS during periods of investigation or indefinitely.

In the event a suspension is put in place due to a change in CQC inspection rating, the suspension will be lifted at the point the Council is notified that the CQC rating has risen back to Good or Outstanding.

Suppliers may also choose a voluntary suspension of Services while addressing concerns in partnership with the Council.

### **Automatic suspension due to expired documentation or Policies:**

Suppliers who have uploaded documents onto SProc.net with a mandatory expiry date will receive two prior notifications that the documents are due to expire, giving adequate time for suppliers to upload new documentation. Upon the final expiry date a third notification is given, failure to upload your documentation will result in automatic suspension from the DPS and you will no longer receive any further requirements. Once documentation has been uploaded the revised documentation will be reviewed, once approved the suspension will be automatically removed then you will receive further requirements.

#### **4.4.1 Monitoring and Review**

##### **Annual Review – Financial Assessment**

The Council reserves the right to recall all financial documents for assessment within two months of the date of a supplier's anniversary onto the DPS for review, in accordance with the financial methodology set out in Entry Guide Part 1.

As part of the evaluation a new credit check will be undertaken, it is therefore the responsibility of the supplier to check their credit report with Experian for any inaccuracies that can be rectified prior to the Council obtaining a copy of the report for evaluation.

In the event a supplier fails the financial assessment, a supplier will retain any existing Service Agreements. However, suppliers will be suspended from receiving any future requirements via the DPS until such time a further review is undertaken and the failed criteria has been met.



The Council reserves the right to suspend any supplier who fails to provide, in a timely manner, the documentation requested.

#### **4.4.2 Insurances**

Suppliers who have uploaded documents onto SProc.net with a mandatory expiry date i.e. insurances will receive two prior notifications that the documents are due to expire, giving adequate time for suppliers to upload new documentation. Upon the final expiry date a third notification is given, failure to upload your documentation will result in automatic suspension from the DPS and you will no longer receive any further requirements.

Once documentation has been uploaded the revised documentation will be reviewed, once approved the suspension will be automatically removed.

### **5.0 Service Receipting and Self-Billing**

Once you have an active Service Agreement, you will need to submit weekly bills through SProc.Net in accordance with the self billing procedure – See Supplier Agreement Schedule 2.

The Service Receipts are a record of the service delivered. Once they have been reviewed and approved, *adam* will use them to generate a Self-Bill which you will receive as a record of the monies due, for the Services you have delivered and will then pay you directly on behalf of the Council. Please refer to the *adam* training user guides for the process on Service Receipting.

### **6.0 Communication**

#### **Supplier Relationship Management module**

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

### **7.0 Feedback and Complaints**

Suppliers wishing to request any feedback or to lodge a complaint about their participation in or the operation of the DPS should contact the Council via email to [brokerage.team@haringey.gov.uk](mailto:brokerage.team@haringey.gov.uk)

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

Suppliers need to join the DPS if they wish to provide Residential and Nursing Care Services to Haringey Council. This can be done by successfully completing the Registration, Accreditation and Enrolment processes. Please refer to the DPS Entry and Operation Guide Part 1 for further guidance on how to do so.

The following guides are available in the Help Library online at [www.sproc.net](http://www.sproc.net)

**Accreditation & Enrolment Guide** - Registration, Accreditation and Enrolment process, new users, locations and managing rejected items

**Supplier User Guide** - Reviewing #RQ's, #RQ messaging, creating and submitting Offers, #OF messaging & revising price, reviewing Service Agreements, #SA messaging, #SR management, Sell-Bill process,

**If you have any questions, please do not hesitate to contact:**

[brokerage.team@haringey.gov.uk](mailto:brokerage.team@haringey.gov.uk) stating Residential and Nursing Care Services DPS in the subject line

All questions and answers will be posted at <http://demand.sproc.net> **Glossary**

**Accreditation** – this is the first part of the second step (selection) of the process that a Supplier is required to complete in order to join the DPS. It involves responding to a series of questions and uploading documents.

*Adam* – adam HTT Ltd trading as *adam*, the provider of **SProc.Net**, who will also act as Haringey Council's payment services provider.

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

**Enrolment** – this is the second part of the second step (selection) of the process that a Supplier needs to complete in order to join the DPS. It involves submitting further information based on which the Council evaluates the capability of your organisation to deliver Services to the Council.

**Entry Criteria** – the selection criteria that a supplier must meet and maintain throughout the duration of the DPS in order to successfully complete and to retain their Accreditation and Enrolment on the DPS.

**Entry Submission** - the Accreditation and Enrolment information and documents which Haringey Council requires a supplier to submit via SProc.Net as part of the Accreditation and Enrolment process.

**Experian UK** – A credit checking service.

**Evaluation Methodology** - the methodology Haringey Council will use to evaluate Entry Submissions against the Council's Entry Criteria as set out in this DPS Entry and Operation Guide Part 1 and to evaluate Offers to rank suppliers in the process of awarding a Service Agreement as set out the DPS Entry and Operation Guide Part 2.

**Intermission** – a “hold” on the delivery of Services under a Service Agreement while the Service Agreement remains in force.

**Offer** – your tender against a Requirement confirming that you are able to deliver the Services required and your Price for doing so.

**Open for Offers Period** – the period during which you are able to submit an Offer against a Requirement distributed by Haringey Council on the DPS.

**Price** - the Supplier's proposed costs for carrying out a Requirement as contained in an Offer;

**Public Contract Regulations** – the Public Contract Regulations 2015, and as amended from time to time, that govern how public sector public sector procurements must be carried out.

**Requirement** – a request issued by the Council from time to time on the DPS describing the specific Services for which the Council is seeking to award a Service Agreement and which may include terms and conditions applicable to the provision of those Services which supplement the terms and conditions set out in the Supplier Agreement.

**Self-Billing Procedure** – arrangements you sign up to as part of the Supplier Agreement in order for *adam* to generate invoices billing Haringey Council on your behalf and to process payments to you on behalf of Haringey Council.

**Service Agreement** – this is the contract to deliver a Requirement issued by Haringey Council accepting your Offer and confirming agreement on what Services are going to be delivered and at what price.

**Service Category** – a category of service, listed in section 4 of DPS Entry and Operation Guide Part 1 and / or the Specification, in relation to which a supplier may be admitted to the DPS to provide Services.

**Service Receipt** – this is a weekly electronic record submitted via the DPS to confirm the services you have delivered in the specified week. This is instead of sending Haringey Council a paper invoice.

**Services** – these are the Residential and Nursing services that the Service Provider will provide where required by the Council from time to time in accordance with the Supplier Agreement as more fully described in the Specification and further detailed by a Requirement.

**Specification** – the outline description of the Services Haringey Council may require from time to time via the DPS.

**SProc.Net** – this is an internet based technology platform through which Haringey Council will be operating the DPS to procure Services (web link is [www.sproc.net](http://www.sproc.net)).

**Supplier Agreement** – this is the overarching agreement between Haringey Council and a supplier setting out how Haringey Council will award Service Agreements via the DPS and the terms and conditions applicable to such Service Agreements.

**Suspension** – A process where the supplier's enrolment is suspended from receiving any new requirements and all current offers are cancelled.