

# **Midlands & Lancashire Commissioning Support Unit (MLCSU)**

Dynamic Purchasing System

Operational Guide

**Care at Home (Lancashire & South Cumbria)**

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*adam*

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## DPS Operational Guide

Midlands and Lancashire Commissioning Support Unit (MLCSU) on behalf of Clinical Commissioning Groups (CCGs) is moving to a tech solution for brokerage of domiciliary care. This will be facilitated by a web-based system, SProc.Net. MLSCU have partnered with *adam* to develop a Dynamic Purchasing System (DPS) to enable procurement, transaction and management of Continuing Healthcare (CHC). This will be delivered on behalf of seven Lancashire and South Cumbria CCGs: Blackburn with Darwen CCG, Chorley & South Ribble CCG, East Lancashire CCG, Fylde & Wyre CCG, Greater Preston CCG, Morecambe Bay CCG and West Lancashire CCG.

As a potential Provider, this document will take you through what a DPS is and how the commissioning and invoicing process will be managed using SProc.Net.

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

A DPS is a completely electronic system established by public sector bodies to purchase commonly used goods, works or services. A DPS is governed by Regulation 34 of the Public Contract Regulations.

A DPS operates differently to a traditional contract/framework in that it is an 'open market' product allowing Providers to apply to join at any time and designed to provide the applicable Lancashire and South Cumbria CCGs access to a pool of Providers or supply base which can be constantly refreshed. Interested Providers will have to apply to be admitted to the DPS.

When the applicable Lancashire and South Cumbria CCGs need to procure specific CHC Care at Home services, they will publish the Requirement via the DPS and invite bids from Providers admitted to the DPS in order to award a contract (called a Service Agreement) to provide the services.

### How will MLCSU use SProc.Net?

#### Requirements

When the applicable Lancashire and South Cumbria CCGs require CHC Care at Home Services, they will create and distribute a tender (known as a Requirement) to the supply base. The Requirement is automatically distributed to Providers that have signed up to the respective Service Category via SProc.Net.

MLCSU reserves the right to contact a single Provider, or a specified selection of Providers on behalf of the applicable Lancashire CCG(s) in exceptional circumstances. A retrospective Requirement will be placed on SProc.Net. Detailed below is a list of example exception situations, which is not exhaustive, in which this may occur:

- **Safeguarding cases** – where a Service User or group of Service Users have to be moved from an existing provider at short notice due to safeguarding concerns with an existing Provider.
- **Specialist Care** – where a complex package is required and only a specific Provider can meet the needs of the Service User.
- **Out-of-area placement** – where the Service User requires a placement outside of the area covered by the CCGs.

### Open for Offers period

An Offer is the name used for a proposal submitted by a Provider. Providers can only submit an Offer during the 'Open for Offers' period. This period only applies when the Requirement has been distributed via the DPS. MLSCU 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') and submit a price ('Price'). Offers submitted will be evaluated on 50% price and 50% quality, with the quality element consisting of the CQC score (25%) and a quality questionnaire (25%).

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, you can revise your Offer to improve your ranking on three occasions.

### MLSCU review

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.

MLCSU will award the contract to the most suitable offer within the shortlist, on behalf of the applicable Lancashire and South Cumbria CCG(s). There is no 100% guarantee that the lowest price offer, or the offer from the Provider with the highest quality score will be accepted. MLCSU reserve the right to reject Offers from the shortlist should they be deemed inappropriate. For example, but not limited to, Provider is under financial distress, and direct or indirect canvassing or patient/ family experience or choice.

MLCSU reserves its 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.

### Requirement Messaging Tool

A messaging tool is available during the Open for Offers period for you to communicate with MLCSU 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 MLCSU 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 an MLCSU member of staff.

#### **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, an MLCSU member of staff 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.

### Service Agreements

This is relevant for all procurement routes via the DPS or through the DPS exceptions as listed above. If your Offer is successful, a Service Agreement will be created on SProc.Net between you and the applicable CCG(s). MLCSU will inform all Providers of the outcome of Offers received via SProc.Net following the end of the Open for Offers period, a Service Agreement

will then be created from the successful offer. The Service Agreement is a Contract Variation to the NHS Standard Contract.

### 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 either by the Provider or by MLSCU. The Change Order policy below outlines what changes to an active Service Agreement can be requested:

#### **Changing a Service Agreement**

Where an alteration in service is required, it is permissible to request a change with the Service Provider/MLCSU.

#### **Ending a Service Agreement**

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

- Allegations of abuse and/or safeguarding concerns.
- Upheld complaints concerning Provider competence.
- In the event of a Service User/representative wanting to move from the Care at Home Provider.

### Intermissions

Occasionally, there may be an event which "interrupts" the delivery of the service 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.

**Hospital Admission (unplanned)** – Providers must notify the CHC team within 24 hours of any hospital admissions. In such instance's payment will stop after the day of admission. Any extension to this arrangement will be considered in exceptional circumstances (e.g. to allow continuity of care) and all instances must be agreed in writing by the MLSCU team.

**Death of a Service User** – Payment will be made up to the date of death of the service user.

**Holiday / Hospital admission (planned)** – In the event of the service user not requiring the services for any period due to a period of planned absence including holidays, planned hospital admission or other cause, the provider must notify the commissioner in such instances whereupon the services and the providers right to receive payment for the provision of services shall be suspended for the duration of the absence. Only in exceptional circumstances would the payments for the package

continue and this must be approved in writing and by the CHC team.

The Provider shall notify the MLCSU on the following email address:

[mlcsu.spoadischargelsc@nhs.net](mailto:mlcsu.spoadischargelsc@nhs.net)

MLCSU reserve the right to change the above conditions where it may be deemed necessary.

### Suspensions

MLCSU reserve the right to suspend a Provider from the DPS supply base, for reasons such as, but not limited to;

- Safeguarding concerns.
- Large Scale Investigations (LSI).
- Experian Delphi score.
- Local Authorities Notifications of Suspension.
- Care Quality Commission (CQC) Notice of Decision to Suspend Placements list.

### Service Receipting and Self-Billing

Once a Service Agreement has been created and the service has commenced, as a Provider, you will need to submit weekly bills (Service Receipts) through SProc.Net. *adam* will then invoice the applicable Lancashire CCG(s) weekly, and pay the Provider weekly, one month in arrears, against Self-Bills generated from approved Service Receipts. Please refer to the *adam* training user guides for the process on Service Receipting available from Go-live.

### Communication

#### **Provider Relationship Management module**

MLCSU will be using Provider Relationship Management (SRM) within SProc.Net to communicate with approved Providers. SRM allows the Providers to communicate directly with MLCSU in an open and transparent manner. Further information can be found in the System User Guide on SProc.Net in the 'Help' section.

### **Complaints**

If you wish to request any feedback or to lodge a complaint, please contact MLCSU via email to [mlcsu.adam@nhs.net](mailto:mlcsu.adam@nhs.net).

## Next steps: how to join the DPS

Providers who wish to supply CHC Care at Home services to the Lancashire CCGs will need to meet the 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** – The first part of the second step (selection) of the process that a Provider 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 the CCGs payment services provider.

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

**Enrolment** – The second part of the process that a Provider needs to complete in order to join the DPS. It involves submitting further information based on which MLCSU evaluates the capability of your organisation to deliver Services for the Lancashire CCGs.

**Entry Criteria** – The criteria that a Provider 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.

**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 can deliver the Services required.

**Open for Offers Period** – The period during which you can submit an Offer against a Requirement distributed by MLCSU on the DPS.

**Price** – Your proposed costs for carrying out a Requirement as contained in an Offer.

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

**Requirement** – A request issued by MLCSU from time to time on the DPS describing the specific Services for which the Lancashire CCG(s) 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 Provider Agreement.

**Self-Billing Procedure** – Arrangements you sign up to as part of the Provider Agreement for *adam* to generate invoices billing the applicable CCG(s) on your behalf and to process payments to you on behalf of the applicable CCG(s).

**Service Agreement** – The contract to deliver a Requirement, MLCSU accepting your Offer and confirming agreement on what Services are going to be delivered and at what price.

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

**Services** – These are the Services that the Provider will provide where required by the Lancashire CCG(s) from time to time in accordance with the Provider Agreement as more fully described in the Specification and further detailed by a Requirement.

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

**SProc.Net** – An internet-based technology platform through which MLSCU will be operating the DPS to procure Services on behalf of the applicable Lancashire CCGs (web link is [www.sproc.net](http://www.sproc.net)).

**Provider Agreement** – The overarching agreement between the applicable Lancashire CCG and a Provider setting out how the Service Agreements will be awarded via the DPS and the terms and conditions applicable to such Service Agreements.