



Midlands and Lancashire Commissioning Support Unit (MLCSU)

Dynamic Purchasing System

Operational Guide

Supported Living (Lancashire and South Cumbria) April 2022

adam

DPS Operational Guide

Midlands and Lancashire Commissioning Support Unit (MLCSU) on behalf of Lancashire and South Cumbria Integrated Care System (ICS) is moving to a tech solution for brokerage and payment of NHS funded Supported Living services. This will be facilitated by a web-based system, SProc.Net.

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 Lancashire ICS 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 Lancashire ICS needs to procure specific NHS funded Supported Living services, they will publish the Requirement via the DPS and invite bids from Providers admitted to the DPS to award a contract (called a Service Agreement) to provide the services.

How will MLCSU use SProc.Net?

Requirements

When the Lancashire ICS require NHS funded Supported Living services, they will create and distribute a Requirement to the supply base. A Requirement is the name used for a tender on SProc.Net.

The requirement is automatically distributed to Providers that have signed up to the respective Service Category via SProc.Net. Depending on when the service is required to begin, MLCSU 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 is an exception to the standard DPS process. In this situation, MLCSU reserves the right to contact a single Provider, or a specified selection of Providers on behalf of the ICS. 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:

- When services are required in an emergency outside of normal office hours
- When no providers on the DPS are able to meet the needs of the particular requirement.
- When continuity of service is required.

- Service user choice.
- Out-of-area placement – where the Service User requires a placement outside of the area covered by the ICS.

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. MLCSU 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 20% price, 40% client review (score awarded by the ICS in response to the answers given on the offer), 40% quality, with the quality element consisting of the CQC score (20%) and a quality questionnaire (20%). During the Open for Offers period the provider will be able to lower their price using the Revise Price option.

MLCSU 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 ICS. 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.

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.

The offer questions will be evaluated according to the following scoring criteria:

Score	Description
0	Unacceptable Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	Poor Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
2	Acceptable Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.

3	Good Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirement will be fulfilled.
4	Excellent Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.

Requirement Messaging Tool

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

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 MLCSU 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.

Client Review period

Following on from the Open for Offers period, MLCSU will evaluate the Offers. 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.



At the end of this review period, MLCSU will award the Supported Living Service contract for the Requirement to the top-ranked offer. MLCSU reserve the right to reject Offers should they be deemed inappropriate. For example, but not limited to:

- Package is no longer required.
- Provider has not demonstrated a satisfactory understanding of the individual requirement need.
- Provider circumstances change post award that would mean they no longer meet the minimum requirements e.g. loss of registration where applicable.
- Matters relating to quality or safeguarding processes and procedures.
- Patient choice
- The ICS reserves the right to exclude any organisation at any stage of the procurement process if they fail to disclose or misrepresent information, which later emerges as information that would have had a material bearing on decisions relating to the procurement process.

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 ICS. MLCSU will inform all Providers of the outcome of Offers received via SProc.Net following the end of the Client Review period, a Service Agreement will then be created from the successful offer.

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 MLCSU. The Change Order policy below outlines what changes to an active Service Agreement can be requested:

Changing a Service Agreement

Where an alteration in the service is required, it is permissible to request a change with the Provider/MLCSU. This change 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. For example, changes could include but are not limited to:

- Start and/or End date changes
- Individual change in circumstances of service user and/or their family.
- Individual change in need following annual review.
- Changes in relevant legislation e.g. GDPR.

Ending a Service Agreement

A change, when considered major, may result in the Service Agreement ending. MLCSU 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:

- Certain matters relating to safeguarding processes and procedures.

- Provider circumstances change that would mean they no longer meet the minimum requirements e.g. loss of registration where applicable.
- Contract monitoring identifies other material breach/es of contract.
- Provider serves termination notice.

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 MLCSU via the Messaging functionality on the Service Agreement.

Intermissions

Occasionally, there may be an event which “interrupts” the delivery of the service to an individual such as planned or unplanned hospital admissions. 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.

The Provider shall notify the MLCSU using the following email address in these instances so patient records can be updated as required:

mlcsu.spoadischargelsc@nhs.net

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

Suspensions

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

- Non-compliance with safeguarding requirements.
- Other matters related to safeguarding e.g. during certain investigative processes.
- Non-compliance with monitoring requirements.
- Safeguarding and quality concerns.
- Care Quality Commission (CQC) Notice of Decision to Suspend Placements list.
- Non-compliance of enrolment documentation

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

Once suspended from bidding for new requirements, current Service Agreements will continue except in the case of a serious complaint/concern where the Provider will have all packages removed and the requirement will be retendered, at MLCSU’s discretion.

Provider suspensions will be lifted once issues identified have been rectified to the acceptance of MLCSU as detailed in the Service Specification.

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

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 (Service Receipts) through SProc.Net. adam will then invoice the ICS 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 lscommissioningmanagers@nhs.net

Next steps: how to join the DPS

Providers who wish to supply NHS funded Supported Living services to the Lancashire ICS will need to meet the minimum entry criteria by applying online at 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 payment services provider.

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

Enrolment – The second part of the second step (selection) of the process that a Provider needs to complete in order to join the DPS. It involves submitting further information based on which MLCSU and the ICS evaluates the capability of your organisation to deliver Services.

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 ICS 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 MLCSU on your behalf and to process payments to you on behalf of the ICS.

Service Agreement – The contract to deliver a Requirement issued by 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 a paper invoice.

Services – These are the Services that the Provider will provide where required by the ICS 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 ICS may require from time to time via the DPS.

SProc.Net – An internet-based technology platform through which MLCSU will be operating the DPS to procure Services (web link is www.sproc.net).

Provider Agreement – The overarching agreement between the MLCSU and a Provider setting out how MLCSU and the ICS will award Service Agreements via the DPS and the terms and conditions applicable to such Service Agreements.

