Cumbria County Council Operational Guide

Any Quailifed Provider – Light Touch Regime

June 2019

Table of Contents

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Cumbria County Council – AQP Framework Operational Guide

What is an Any Qualified Provider Framework (AQP)?

An AQP is a fully electronic system used by public sector bodies to award contracts for works or services as is compliant with The Public Contract Regulations 2015 (as amended from time to time).

Service Providers must meet the Council's minimum criteria for entry to the AQP, but there are no other restrictions on who can or cannot join. The AQP Framework is open for new providers to join at any time the framework is active. Please see the 'How to Become an Approved Provider' section for Cumbria County Council on http://demand.sproc.net.

The AQP is a fair and transparent process for all Service Providers. As a Service Provider, you will benefit from access to all opportunities to provide services in your 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.

How will the Council use SProc.Net?

1. Requirements

When the Council requires a Home Care service to be delivered, they will create and distribute a Requirement to the supply base in respect of the relevant Service Category. A Requirement is the name used for a tender on SProc.Net.

The Requirement will be distributed to all approved Service Providers for the relevant Service Category within the relevant distribution group on the AQP via SProc.Net.

Depending on when the service is required to begin, the Council will stipulate the relevant timescales, whereby different actions can be taken during the subsequent periods described in this guide.

Distribution Groups will be used to allow clear indication for Providers and the Council to locate the areas Provider have identified that they wish to work in. These distribution groups will be the areas within Cumbria. The table below outlines the Distribution Groups that providers will be able to sign up to. At the enrolment stage of the sign-up process is when providers will be able to indicate which distribution group(s), they are willing to provide a service within. Providers will be able to adjust their distribution group(s) throughout the term of the Framework.

Carlisle – Urban	Eden – Urban	Allerdale – Urban	Copeland – Urban	S. Lakeland – Urban	Furness – Urban
Carlisle – Rural	Eden – Rural	Allerdale – Rural	Copeland – Rural	S. Lakeland – Rural	Furness – Rural
Carlisle – Extra Rural	Eden – Extra Rural	Allerdale – Extra Rural	Copeland – Extra Rural	S. Lakeland – Extra Rural	Furness – Extra Rural

There may arise a situation that is an exception to the standard AQP process. In this situation, the Council reserve the right to contact a single Service Provider, or a specified selection of Service Providers. Detailed below is a list of example exception situations in which this may occur:

- Emergency Care requirements
- Previous requirement has failed to attract suitable offer from current provider based on a number of occasions – If this was to happen the provider would be required to on-board to the AQP process.

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

2. Open for Offers period

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

To create an Offer, Providers will state whether or not they can meet the requirements ('Attributes') and complete any Quality related Outcome Questions ('Outcome Questions'). Offers submitted will be evaluated 100% based on your Quality score. All Requirements will have a fixed price (the price details can be found in section 3. Award Criteria) set by Cumbria County Council depending on their geographical location.

I.   Withdrawing an Offer

The Service Provider has the ability to withdraw the Offer (once) if they no longer wish to be considered for that Requirement.

II.   Rollback

The Council has the ability to 'roll back' a Requirement (and offer it back to the Service Providers) once it has passed the Open for Offers period, in the event that no Offers have been received. This process will be used as and when the Council wish to recirculate the Requirement to other distribution groups.

In the event a Requirement is rolled back, all Service Providers enrolled since the original distribution date will have visibility and opportunity to respond to the Requirement.

III.   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 Service 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 Council or the Service Provider through miscommunication or malicious practice:

1. **Identification**
   There must be nothing communicated through the messaging system which identifies either you as the Service Provider or a member of the Council.
2. **Prejudice**
   Nothing which betrays a bias for or against you as the Service 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 Service 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 Service Providers in constructing their Offers must always be communicated through Requirement Messaging.

IV.   Client Review period

Following the Open for Offers period, the Council will evaluate the Offers submitted by all Providers (this subsequent period is referred to as the "Client Review Period"). The purpose of the Client Review period is to ensure that the accepted Offer is the one that best meets the needs of the End Service User.

The evaluation of the Offers shall be conducted based on Quality responses alone, in accordance with the evaluation criteria, weightings and methodology described and established pursuant to section 3.2 below.

At the end of this review period, the Council will award the Home Care contract ("Service Agreement") for the Requirement to the top-ranked offer which meets the full requirement of care. The Council reserves the right at any time to not award a Service Agreement in respect of any Requirement.

The Council reserve the right to reject Offers should they be deemed inappropriate. For example, but not limited to:

- Quality Question answer are below the minimum acceptable standard set by the Council.
- Provider is unable to meet the full requirement of care.
- If the Provider has been suspended since the Requirement was placed.

The Council reserves the right to amend the award criteria from time to time, subject to prior notification to Service Providers.

3. Award Criteria

There will be no direct award option within this AQP; all Service Providers who are enrolled to a Service Category will be able to submit an Offer against a Requirement subject to the additional distribution groups applied.

The Council, for each individual Requirement via the AQP, will follow the following award criteria:

- Quality/Technical: 100%

Pricing will be pre-set based on the area of service provision.

The pre-set rates will be reviewed by the Council on an Annual Basis the initial rate types that will apply to this AQP Framework are as follows:

- Urban - £17.44 p/h
- Rural - £19.39 p/h
- Extra-Rural - £23.10 p/h

As part of the Offer process, Service Providers will be required to complete one or more of the following:

i.   state whether or not they can meet the "Features" in relation to the Requirement;
ii.   submit Outcome Statements in relation to the Requirement
iii. submit confirmation they can meet the care package weekly schedule outlined in the Requirement

I.   What is a Feature?

"Features" are core criteria or "must haves" a Service Provider must have or be able to do, to deliver the Service. This criterion is a "pass or fail" hurdle, which will filter out Service Providers prior to evaluation and scoring of Quality. Features are displayed as tick boxes on the system.

II.   What is an Outcome Statement?

The "Outcome Statements" are free-text questions, which are related to an outcome and/or choice. These are defined by the Council and require free-text responses from the Service Provider. The Service Provider's response to the Outcome Statements must demonstrate how they will meet the service user's needs.

The responses will be scored using the below Evaluation Scoring Matrix:

Capability	Evidence Provided	Score	Remark
Provider is likely to be able to meet the needs of the Council.	Evidence is consistent, comprehensive, compelling, directly relevant in all respects and highly credible	10	Absolute Confidence
	Evidence is sufficient, convincing, and credible.	8	Confidence
Small risk that the Provider will not be able to meet the needs of the Council.	Evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or irrelevant to the project.	6	Minor Concerns
Moderate risk that the Provider will not be able to meet the needs of the Council.	Evidence has moderate gaps, is unconvincing.	4	Moderate Concerns
Significant risk that the Provider will not be able to meet the needs of the Council.	Evidence has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant to the project.	2	Major Concerns
Provider will not be able to meet the needs of the Council.	No evidence or misleading evidence.	0	Not acceptable

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4. Service Agreements

If your Offer is successful, a Service Agreement will be created on SProc.Net. This is the contract between you and the Council for the provision of the Services detailed in the Requirement.

The Council will inform all Service Providers of the outcome of Offers received via SProc.Net following the end of the Client Review period.

Once the Council has notified the Providers of the outcome of the Tender process, the successful Service Provider will then be notified that a Service Agreement has been created on the system. The Provider will need to confirm acceptance of the Service Agreement before this takes effect and becomes active.

The Service Agreement will be entered into electronically by the acceptance of the Service Agreement via SProc.Net. The Service Provider will ensure that before acceptance of the Service Agreement, that the person agreeing to the Service Agreement has the authority and capacity to do so.

I. Changes to Service Agreements

The Council reserves the right to make in-contract changes to any of its Service Agreements in accordance with the terms of the Supplier Agreement, particularly relating to variations, performance default and termination.

If a change needs to be made to an active Service Agreement, the Change Order function in the system will be used by the Council. 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 sole discretion of the Council.

- When a 'Intermission' or 'Frustrated Visit' has been in place for 14 days due to the End Service Users being Hospitalisation. At the end of the 14 days if the End Service User remains in hospital the Service Agreement will end.

- Where an impromptu change in the service is required, it is permissible to request a change with the Service Provider. 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 not limited to:

  - Service user care needs are either increased or decreased.

- The Council makes a rate change.
- Weekly Hours/days of care required increase or decrease.
- Start/End time amendments to the care package.

II.   Ending a Service Agreement

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

- Allegations of abuse and/or Safeguarding concerns
- Upheld complaints concerning Service Provider competence
- Repeated contractual failures.

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

As a Service Provider, if a change to service is identified, can be requested through the Sproc.Net system. Once you have submitted your change order request a member of the council will review and will inform you of the decision to accept or decline the change order request

III.   Intermissions

Occasionally, there may be an event which "interrupts" the delivery of the service to an individual (e.g. End Service User has been hospitalised). 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 above, fees will not be payable throughout the period of an intermission.

IV.   Suspensions

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

- Non-Compliance with Safeguarding
- Poor service delivery
- The provider is in breach of the Terms and Conditions set out in the 'AQP Framework Agreement'
- Quality Standards no longer meet the council's minimum criteria

A Suspension means that a Service Provider will not receive new Requirements distributed by the Council. A joint discussion between the Service Provider and the Council (and other appropriate parties), will determine the impact, and any necessary action, in respect of the Service 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 care packages removed and a new requirement will be redistributed to the remaining Provider base, at the Council's discretion.

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

A Provider will be automatically suspended should any of there documents uploaded as part of their Accreditation and Enrolment Expire.

The suspension will be lifted when the documents are updated and approved.

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

5. Service Receipting and Self-Billing

Once a Service Agreement has been created and the service has commenced, as a Service Provider, you will be able to submit weekly bills (Service Receipts) through SProc.Net. The Service Receipts are a record of the service delivered and will be used by the Council to ensure you are paid the correct amount. These Service Receipts can be submitted on a weekly, fortnightly or monthly. Please refer to the *adam* training user guides for the process on Service Receipting.

You will be expected to service receipt weekly (no later than Tuesday night 23:59) to ensure prompt payment. Your Self-Bill invoice will be available from the next Friday after your Service Receipt has been approved.

6. Communication

I. Supplier Relationship Management module (SRM)

The Council will be using the Supplier Relationship Management (SRM) module within SProc.Net to communicate with approved Service Providers. The SRM module will allow the Service Providers 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).

The Council will be using the function called E-forms that will be sent out to the supply base regularly for the Providers to complete. These E-forms will form part of their quality scoring and will allow the Council to monitor the quality being delivered by there supply base.

7. Feedback and Complaints

If you wish to request any feedback or to lodge a complaint, please contact the Council via email to procurement.adults@cumbria.gov.uk

8. Glossary

adam – adam HTT Ltd trading as adam, the provider of SProc.Net

Accreditation & Enrolment - The boarding process all providers will go through.

AQP – Any Qualified Provider framework used for the procurement of Services.

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

Offer – your tender against a Requirement confirming that you are able to deliver the services required.

Open for Offers Period – the period during which you are able to submit an Offer against a Requirement distributed on the AQP framework

Price – the fixed rate price the council will set for each requirement.

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

Requirement – a request issued by the Council from time to time on the AQP 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 AQP Framework Agreement.

Service Agreement – this is the contract to deliver a Requirement issued by the 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 the AQP Framework Agreement and the Specification, in relation to which type of supplier may be admitted to the AQP to provide Services.

Service Receipt – this is a weekly electronic record submitted via the SProc.net system to confirm the services you have delivered in the specified week.

SProc.Net – this is an internet cloud-based technology platform through which the Council will be operating the AQP to procure Home Care Services (web link is www.sproc.net).

Suspension – A process where the Service Provider is suspended from receiving any new Requirements and all current Offers are cancelled.

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