

Devon County Council

CP1329-16

OJEU REF – 2017/S 042-076945

Call Off Schedule Lot 2 - Individualised Care and Support Open Framework Agreement

CP1329–16 Supporting Independence.

(Schedule 5)

This document is for information only and must not be used for responding to this tender

This schedule defines how to Call Off Packages of Care and Support from Lot 2 - Individualised Care and Support Open Framework Agreement.

For Terms and Conditions, please see: Schedule 6 of the ITT.

Definitions

Authorised Officer(s) shall mean:	A member of DCC or DPT care management staff who is making a Referral and/or arranging a Package of Care and Support.
Available shall mean:	When the Provider affirms that they are competent to and have availability to meet the needs of the Service User following their receipt of the Referral but before the Package of Care and Support has been awarded to them.
Best Ranked Provider shall mean:	The Provider in a Zone who has declared themselves Available to take a Package of Care and Support following receipt of the Referral and who has the Ranked Position of or nearest to 1 st place out of those Providers that declared themselves Available.
Best Value shall mean:	Shall mean the most appropriately costed Package of Care and Support to enable a Service Users eligible need(s) to be met.
Call(s)/Called Off(s) shall mean:	The process used to purchase a Package of Care and Support by the Commissioner under CP1329-16 Supporting Independence. Lot 2 - Individualised Care and Support Open Framework Agreement without the need for open competition.
Carer(s) shall mean:	A paid, or unpaid, person who supports the Service User.
(the) Commissioner shall mean:	Either Devon County Council or Devon Partnership Trust, responsible for administering the budget in relation to social care services.
Core Competencies shall mean:	The abilities of the Provider to deliver the Service User specific objectives described in the Referral and/or My Care and Support Plan (these objectives are described within sections 4.2.1 to 4.2.10 Schedule 4 of the ITT).
Eligible Need(s) shall mean:	There is a process by which an individual's eligibility for social care services is determined, following an assessment of need. The national eligibility criteria set a minimum threshold to ensure that all local authorities meet the same minimum level of needs.
Entry Point(s) shall mean:	The point at which new providers can tender to join CP1329 – 16 Supporting Independence. Lot 2 - Individualised Care and Support Open Framework Agreement. Entry points will amount to 4 entry points in total – one at the initial Procurement Process, and a further 3. See Section A4.1.11 of the ITT.
Flexible Package(s) shall mean:	Where the Commissioner Calls Off a Package of Care and Support in volumes of hours to be delivered to the Service User by the Provider flexibly over a given period (e.g. 10 hours per week or 40 hours per month etc.). The Authorised Officer will determine if appropriate to use a Flexible Package in conjunction with the Service User and /or Carer and this will be indicated in

	any Referral and My Care and Support Plan.
Invitation to Tender (ITT) shall mean:	Invitation to Tender for CP1329-16 Supporting Independence.
Multiple Hour Discount(s) shall mean:	Regarding Scheduled Packages (Multiple Hour Discount(s) does not apply to Flexible Package(s)), a discount of 15% will be applied to the price detailed by the Provider in Section E3 – Pricing Schedule – Lot 2 Individualised Care and Support for the appropriate Zone of the ITT. The 15% discount will not apply to the first hour of each scheduled visit and will only apply to any subsequent hour(s) (or part thereof) within that scheduled visit (e.g. for example –a Package of Care and Support is provided on Monday for 1 hour and Tuesday for 2 hours, the first hour on Monday and Tuesday will be priced at the price detailed in Section E3 – Pricing Schedule – Lot 2 Individualised Care and Support for the appropriate Zone and the subsequent hour on Tuesday shall be subject to a 15% discount).
My Care and Support Plan(s) shall mean:	For DCC a document which contains personal information, the individual needs of the Service User and what Outcomes need to be achieved through the provision of a Package of Care and Support. For this purpose DPT use a Community Care Plan instead of a My Care and Support Plan, however for the purposes of the Specification, ITT or this schedule shall be referred to as a My Care and Support Plan.
New Business shall mean:	A Service User who has not had a Package of Care and Support commissioned on their behalf for the last 30 days at the time of Referral will be classed as a new Referral and their package as New Business, even though they may have had other types of support commissioned. This includes people who have been in hospital for more than 30 days.
Order Form shall mean:	See Schedule 4 of Schedule 6 of the ITT (Framework Agreement for Lot 2 Individualised Care and Support Open Framework Agreement).
Outcomes shall mean:	As defined in a Service User's My Care and Support Plan.
Package(s) of Care and Support shall mean:	The services required by a Service User(s) following social care assessment to determine if there is Eligible Need. A Package of Care and Support can be either a Flexible Package(s) or Scheduled Package(s).
Personal Budget(s) shall mean:	The monetary sum allocated via social care eligibility assessment. For more information on assessment and eligibility see: https://new.devon.gov.uk/adultsocialcareandhealth/assessments-for-care/ For more information on Personal budgets see: https://new.devon.gov.uk/adultsocialcareandhealth/assessments-for-care/after-your-assessment/personal-budgets/ .
Provider(s)	The organisation that has successfully passed selection and

shall mean:	quality standards as defined in the ITT and any Associated Documents and has been approved to supply Lot 2 – Individualised Care and Support Open Framework Agreement under the contract CP1329-16 Supporting Independence.
Provider Failure shall mean:	where a Provider ‘hands back’ Packages of Care and Support the Commissioner will be able to Call Off from CP1329-16 Supporting Independence Lot 2 - Individualised Care and Support Open Framework Agreement using methods 3.2 (a) or 3.2 (b) as detailed in this document.
Ranked Position shall mean:	There will be a Ranked Position determined for each Zone and as a result Providers may be ranked differently within the Zones for which they have tendered. As part of the tender process Providers required to state their hourly rate for providing Individualised Care and Support. The prices submitted will be used to determine a Ranked Position in each Zone. The rank of 1 st place will be the Provider who has submitted the lowest monetary price across each Zone, remaining positions will be determined in ascending price order with the highest monetary price submitted by a Provider assuming the last placed position. Price will be the determining factor in arriving at the Ranked Position, except in the following circumstance where two or more Providers submit the same price in the same Zone, in this instance the overall quality score as defined in Section E2 Award Criteria Questions of the ITT will be used in order to determine the rank order of those Providers submitting the same price. The Provider with the highest quality score will assume the higher ranked position of the Providers submitting the same price and further place(s) will be determined in descending quality score order with the provider who has achieves the lowest quality score assuming the last placed position out of those providers submitting the same price.
Referral(s) shall mean:	A Referral gives information about the Service User and will provide enough information to enable the Provider to be able to make a decision on whether they have the Core Competencies to meet the needs of the Service User and enable the Service User to achieve their outcomes.
Service User(s) shall mean:	Any person using the service supplied by a Provider of Lot 2 – Individualised Care and Support Open Framework Agreement under the contract CP1329-16 Supporting Independence, irrespective of which Service User group they may be classified as.
Scheduled Package(s) shall mean:	Where the Commissioner Calls Off a Package of Care and Support in volumes of hours to be delivered to the Service User by the Provider in a predetermined and scheduled manner (e.g. 1 hour Monday, Tuesday, Thursday and Friday and 4 hours on a Wednesday). Scheduled Packages will be subject to a Multiple Hour Discount. A Scheduled Package can be where the Commissioner describes the scheduling or where the scheduling is agreed between the Provider and Service User, regardless of who describes the scheduling.

Working Day(s) shall mean:	Monday – Friday 09:00 – 17:00.
Zone(s) shall mean:	As detailed in the specification Section 2.2 of Schedule 4, of the ITT.

1. Assessment Process

Call Off of a Package of Care and Support will only be made where a Service User has been assessed as eligible for social care and allocated a Personal Budget to meet that need.

2. Zones

The Call-Off process can apply to any Zone.

At each Entry Point providers are free to select the Zone(s) in which they can operate. Providers will not be expected or approached to supply services outside the Zones in which they operate.

3. Call Off process

Best Ranked Available Provider

3.1 The Call Off processes detailed below will apply to New Business only and existing Service Users as per Section 2.1 of the Specification for Lot 2 – Individualised Care and Support Open Framework (Schedule 4 of the ITT).

- Service User undergoes a social care assessment to determine eligibility and allocate a Personal Budget if appropriate.
- If Service User is eligible the Authorised Officer will construct a My Care and Support Plan and Referral. The Authorised Officer will determine if appropriate to use a Scheduled Package or Flexible Package in conjunction with the Service User and /or Carer and this will be indicated in any Referral and My Care and Support Plan.
- The Service User's Package of Care and Support will be offered to all of the Providers who operate within the required Zone, simultaneously by sending the Referral.
- Providers, if Available must respond to the Referral within 2 Working Days for standard Call Offs or 4 hours (within Working Days) for emergency Call Offs.
- Of the Providers that state they are Available the Ranked Position will be used to determine who will be awarded the Package of Care and Support. The Best Ranked Provider will be awarded the Package of Care and Support.

Providers are not required to respond to any Referral sent to them if they do not feel competent to meet the individual care and support needs of the Service User or do not have capacity to accommodate the number of hours required by the Service User.

Commissioners will work with Providers as part of contract monitoring to review the reasons for refusal(s) to jointly address any issues arising and help increase capacity and sufficiency in the market.

3.2 Call Off process in the event of Provider Failure.

In instances of Provider Failure the Commissioner will be able to Call Off from CP1329-16 Supporting Independence Lot 2 - Individualised Care and Support Open Framework Agreement by using (at its discretion) either 3.2 (a) or 3.2 (b) detailed below:

Best Ranked Available Provider

3.2 (a) Multiple Service User Call Off using Ranked Position

Multiple Service User Call Off using Ranked Position and The Best Ranked Provider to determine the Provider:

- All Packages of Care and Support that require re-allocation due to Provider failure will be offered to all of the Providers who operate, within the required Zone(s), simultaneously by sending the a 'Multiple Service User – Ranked Position' Referral.
- Providers, if Available must respond to the 'Multiple Service User – Ranked Position' Referral within 2 Working Days for standard 'Multiple Service User – Ranked Position' Call Offs or 4 hours (within Working Days) for emergency 'Multiple Service User – Ranked Position' Call Offs.
- Of the Providers that state they are Available the Ranked Position will be used to determine who will be awarded the Package(s) of Care and Support. The Best Ranked Provider will be awarded the Package(s) of Care and Support contained in the 'Multiple Service User – Ranked Position' Referral.

Mini Competition

3.2 (b) Multiple Service User Call Off using Mini Competition

Multiple Service User Call Off using Mini Competition to determine the Provider:

- All Packages of Care and Support that require re-allocation due to Provider failure will be offered to all of the Providers who operate, within the required Zone(s), simultaneously by sending the a 'Multiple Service User – Mini Competition' Referral.
- Providers, if Available must respond to the 'Multiple Service User – Mini Competition' Referral within 2 Working Days for standard 'Multiple Service User – Mini Competition' Call Offs or 4 hours (within Working Days) for emergency 'Multiple Service User – Mini Competition' Call Offs.
- Of the Providers that state they are Available the Provider who submits the best bespoke hourly price for delivering all of the Packages of Care and Support contained in the 'Multiple Service User – Mini Competition' Call Off will be awarded the Packages of Care and Support. Providers must note that any bespoke price offered for 'Multiple Service

User – Mini Competition’ cannot exceed any hourly rate that have already submitted for the Zone(s) contained in Section E3 – Pricing Schedule of the ITT.

Personal Brokerage

3.3 Call Off of high cost Packages of Care and Support

- Call Off process will be integrated into the Commissioner’s existing business processes, which may change during the term of the Open Framework Agreement.
- For any high cost packages of care and support, packages over £500 per week for DCC or £300 per week for DPT, the Commissioner reserves the right to utilise the Personal Brokerage function and not to use the Call Off arrangement as described.

4. Meeting the assessed needs / outcomes of the Service User

If a Provider indicates it is Available to deliver a Package of Care and Support, it is required to ensure it has the necessary Core Competencies to deliver the Service User specific objectives described in the My Care and Support Plan. These objectives are described within sections 4.2.1 to 4.2.10 of Schedule 4 of the ITT.

The Provider must apply safe, reasonable and informed judgement to the degree to which their attainment of Core Competencies, required for the overall contract award, is used to develop areas of strength and experience that may be new to them.

The Commissioner will apply the Performance Indicators as defined in – Appendix E of the ITT within this contract to assure itself that reasonable and informed judgements are being made by the Provider in this respect.

5. Call Off across Lots

In some instances, the Authorised Officer may approach both Providers on Lot 1 - Group Based Care Open Framework Agreement and Lot 2 - Individualised Care and Support Open Framework Agreement, in order to maximise the choice in how a Service User’s needs and outcomes may be met. When the Authorised Officer has determined whether Lot 1 or Lot 2 would be the best option, the appropriate Call Off will be followed.

6. Giving Service Users Choice of Provider

When a Service User is assessed as eligible for a social care service, careful discussion will take place with them about the best way in which to arrange their Service through their Personal Budget, including the option of taking a ‘Direct Payment’.

The process of arranging care and support may take place across a number of different teams and departments, but the Call Off arrangements (described above) for Lot 2 - Individualised Care and Support will be consistently applied wherever the Commissioner purchases a Package of Care and Support.

The Commissioners Choice policy states that choices that Service Users are offered about how their eligible needs are met must only include the Best Value options where the Package of Care and Support will be funded by the Commissioner.

Package of Care and Support that achieve the best possible outcomes will not necessarily be funded without due regard to cost.

Providers will market their services widely; this will increase the Service Users ability to make independent choices.

7. Price and Commercial Sensitivity

Providers will have already submitted a price (as part of the tender process) as an hourly rate, please see Section E3 – Pricing Schedule of the ITT for more information.

To select the most appropriate service type or Provider to meet their needs within a Service Users Personal Budget, the Authorised Officer may need to divulge the price the Provider has submitted. This is because the Service User may request knowledge of the cost in order to work out how much of a particular service they can afford in line with their Personal Budget. Please see: A4.1.5 of the ITT and Schedule 6 of the ITT that covers this issue.

Lot 2 - Individualised Care and Support Open Framework Agreement will be open to new entrants on an annual basis known as Entry Points, see Section A4.1.11 of the ITT for more information. Providers may use Entry Points as an opportunity to re-submit their price. Providers will have no further opportunities for submitting or negotiating their price outside of the Entry Points (except in the Call Off process detail at 3.2 (b) Multiple Service User Call Off using Mini Competition). For further information see section 12 below.

8. Private Payment Arrangements

If a Service User wishes to purchase more support than their Personal Budget allows, or choose a service which charges more than their Personal Budget will allow, they will be free to pay more than their Personal Budget. This additional amount will be agreed in a private arrangement between the Service User and the Provider.

The 'Fair and Affordable Care' policy (<https://new.devon.gov.uk/adultsocialcareandhealth/policies-and-procedures>) will apply when Service Users choose not to accept the service offered to meet their needs within their Personal Budget, and decide to purchase a more expensive service.

Further choice can be achieved, by the Service User adding to the value of their Personal Budget, via their own funds, or purchasing less service from a higher priced Provider on the Open Framework. However, if the Service Users chose to purchase less service, their Care Manger would have to determine whether the Service Users My Care and Support Plan and Outcomes requirements will be achieved with a lesser amount of service.

Alternatively a Service User could take a Direct Payment to choose from Providers who are not on the framework or a Lot 2 Individualised Care and Support Open Framework Provider, but this will be a separate direct contract between the Provider and Service User.

9. Out of hours call off

It is not envisaged that any out of hours call off will be required.

10. Awarding the Support Package

When a Provider has stated they are Available and has been determined as the Best Ranked Provider the Authorised Officer will confirm the start date with Service User. The Order Form (Schedule 4 of Schedule 6 of the ITT) and the My Care and Support Plan will then be sent to the Provider (and Service User if appropriate) by the Authorised Officer and this will form the contract between the Commissioner and the Provider.

11. Flexible Package(s), Scheduled Package(s) and Multiple Hour Discount.

Within the Definitions section of this schedule the Commissioner has defined the terms Scheduled Package and Flexible Package to describe the two different ways that Packages of Care and Support could be requested by the Commissioner.

11.1 Flexible Package(s)

For Flexible Packages, the Authorised Officer in conjunction with the Service User and /or Carer will determine whether there is a need to deliver individualised care and support in a way that is not fixed to an agreed schedule. In some circumstances the use of a Flexible Package could provide the best opportunity to achieve the Service User's outcomes because their needs are such that a Scheduled Package would not be appropriate or that the Service User would find it difficult to engage with a Scheduled Package. Where a Flexible Package is commissioned, the Provider will agree with the Service User how the Flexible Package is deployed in order to meet the outcomes within the My Care and Support Plan. The Provider will use the Flexible Packages to work proactively and creatively with the Service User (and others supporting the overall care arrangements) to deliver the outcomes of the My Care and Support plan. Providers will adopt an Enabling approach when working with the Service User.

Flexible Packages may be commissioned where it is recognised that a Flexible Package provides the best opportunity to achieve the Service User's outcomes because their needs are such that a Scheduled Package would not be appropriate or that the Service User would find it difficult to engage with a Scheduled Package.

Each hour of a Flexible Package will be paid in full as per the price specified by the Provider in Section E3 – Pricing Schedule – Lot 2 Individualised Care and Support. However, providers should note that in determining whether a package is a Scheduled Package or a Flexible Package the Commissioner will apply the principles described in the Figure 1 below:

11.2 (a) Scheduled Package(s)

For Scheduled Packages, the Authorised Officer in conjunction with the Service User and /or Carer will determine a schedule for delivering the Schedule Package (e.g. 1 hour Monday, Tuesday, Thursday and Friday and 4 hours on a Wednesday). Unless the daily timings of the visits are critical to enable the Service User to achieve the outcomes of their My Care and Support Plan Providers will be given scope to agree the actual daily timings with the Service User and / or their Carer. Providers will adopt an Enabling approach when working with Service Users.

11.2(b) Multiple Hour Discount

Multiple hour discount will only applies to Scheduled Package(s).

A discount of 15% will be applied to the price detailed by the Provider in Section E3 – Pricing Schedule of the ITT – Lot 2 Individualised Care and Support for the appropriate Zone. The 15% discount will not apply to the first hour of each scheduled visit and will only apply to any subsequent hour(s) (or part thereof) within that scheduled visit. (e.g. for example –a Package of Care and Support is provided on Monday for 1 hour and Tuesday for 2 hours, the first hour on Monday and Tuesday will be priced at the price detailed in Section E3 – Pricing Schedule – Lot 2 Individualised Care and Support for the appropriate Zone and the subsequent hour on Tuesday shall be subject to a 15% discount).

Figure 1

Scenario	Description	Pricing determination
1	At Call Off the Commissioner describes the scheduling that will apply to the delivery of a Scheduled Package.	The hourly rate would be subject to the Multiple Hour Discount
2	At Call Off the Commissioner describes the requirement that scheduling will apply to the delivery of the Scheduled Package, but this scheduling is left to the Provider and Service User to agree on an individual basis.	The hourly rate would be subject to the Multiple Hour Discount
3	At Call Off the Commissioner describes the requirement that flexibility is a required feature to the delivery of the Flexible Package and is to be arranged between the Provider and Service User on an individual basis.	The hourly rate would not be subject to the Multiple Hour Discount – at least until the package was reviewed