

# Devon County Council

CP1329-16

OJEU REF – 2017/S 042-076945

## Call Off Schedule Lot 1 - Group Based Care and Support Open Framework Agreement

CP1329–16 Supporting Independence.

(Schedule 2)

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 1 Group Based Care and Support Open Framework Agreement.

For Terms and Conditions, please see: Schedule 3 of the ITT.

## Definitions

<b>Authorised Officer(s)</b> shall mean:	A member of DCC or DPT care management staff who is making a Referral and/or arranging care and support.
<b>Call(s)/Called Off(s)</b> shall mean:	The process used to purchase a Package of Care and Support by the Commissioner under CP1329-16 Supporting Independence. Lot 1 – Group Based Care and Support Open Framework Agreement without the need for open competition.
<b>Carer(s)</b> shall mean:	A paid, or unpaid, person who supports the Service User.
<b>(the) Commissioner</b> shall mean:	Either Devon County Council or Devon Partnership Trust, responsible for administering the budget in relation to social care services.
<b>Core Competencies</b> 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 of Schedule 1 of the ITT).
<b>Description of Service</b> shall mean:	To enable the Call Off process Providers, as part of the tender process, will have provided a full Description of Service(s) they offer and which Service Users they feel would most benefit from their services, for more information please see Section D of the ITT. This must include any direct costs to Service Users such as meals etc.
<b>Eligible Need(s)</b> 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.
<b>Entry Point(s)</b> shall mean:	The point at which new providers can tender to join CP1329 – 16 Supporting Independence. Lot 1 - Group Based 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. For full information on Entry Points please see A4.1.11 of the ITT.
<b>Invitation to Tender (ITT)</b> shall mean:	The ITT for CP1329-16 Supporting Independence.
<b>My Care and Support Plan(s)</b> 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.
<b>New Business</b> 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.
<b>Order Form</b> shall mean:	See Schedule 4 of Schedule 3 of the ITT (Framework Agreement for Lot 1 Group Based Care and Support Open Framework).
<b>Outcomes</b> shall mean:	As defined in a Service Users My Care and Support Plan.
<b>Package(s) of Care and Support</b> 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).
<b>Personal Brokerage</b> shall mean:	A process which is used to commission long-term, respite and emergency care packages for people with complex, unstable and unpredictable needs and risks.
<b>Personal Budget(s)</b> shall mean:	The monetary sum allocated via social care eligibility assessment. For more information on assessment and eligibility see: <a href="https://new.devon.gov.uk/adultsocialcareandhealth/assessments-for-care/">https://new.devon.gov.uk/adultsocialcareandhealth/assessments-for-care/</a> For more information on Personal budgets see: <a href="https://new.devon.gov.uk/adultsocialcareandhealth/assessments-for-care/after-your-assessment/personal-budgets/">https://new.devon.gov.uk/adultsocialcareandhealth/assessments-for-care/after-your-assessment/personal-budgets/</a> .
<b>Provider(s)</b> shall mean:	The supplier who has successfully passed selection and quality standards as defined in the ITT and any Associated Documents and has been approved to supply Lot 1 – Group Based Care and Support Open Framework Agreement under the contract CP1329-16 Supporting Independence.
<b>Referral(s)</b> 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.
<b>Service User(s)</b> shall mean:	Any person using the service supplied by a Provider of Lot 1 – Group Based Care and Support Open Framework Agreement under the contract CP1329-16 Supporting Independence, irrespective of which Service User group they may be classified as.
<b>Targeted Hour(s)</b> shall mean:	An additional priced hourly rate to be added to a Package

	of Care and Support in order to meet higher level / more complex needs. Targeted Hours cannot be used to build a Package of Care and Support, they can only be used to supplement the Units of Service described in section 2.3 of the specification (see Schedule 1 of the ITT)
<b>Trial Period</b> shall mean:	A period specified in the Order Form not exceeding five (5) days from the service commencement date stated in the Order Form, in order to allow a Service User to receive the Services on a trial basis.
<b>Working Day(s)</b> shall mean:	Monday – Friday 09:00 – 17:00.
<b>Zone(s)</b> shall mean:	As detailed in the specification – Section 2.2 of Schedule 1 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.

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

The Call Off processes detailed below will apply to New Business only.

#### 3.1 Service user choice will be the primary method for the selection of Providers at Call Off. Where a Service User exercises choice, the process will be as follows:

- 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 use the Description of Service(s) submitted by the Provider to aid supporting the Service User in making a choice as to which Provider will best meet the Service User needs and meet their outcomes as defined in the My Care and Support Plan in line with their Personal Budget.
- The Service Users 1st, 2nd, 3rd choice (and so on if appropriate) will be recorded by the Authorised Officer.
- The Authorised Officer will then approach Providers in the appropriate Zone by contacting the Service Users 1st choice of Provider with a Referral. If the Provider accepts the Referral the Service Users Package of Care and Support will then be formally set up. Should the Service Users first choice of Provider decline the Referral, the Authorised Officer will approach the Service Users 2nd choice and repeat this process until all appropriate Providers in the Zone have been approached and a

Provider is able to accept the Package of Care and Support. Providers will have a maximum of 2 Working Days to advise if they wish to accept a Referral.

Where a Service User accessing Group Based Care and Support has additional Assessed Needs (please see 2.1 - additional needs of the Specification for Lot 1 – Group Care and Support), and therefore a level of Personal Budget to reflect those needs, the Commissioner and Provider will have the option of meeting those needs through adding the necessary number of Targeted Hour(s), which will be in addition to the Full day session, Half day session or Activity session (which ever applies to the Package of Care and Support). Provider's tendered rate for Targeted Hour(s) will be applied in such case, the Targeted Hour rate will be detailed in Section E3 – Pricing Schedule of the ITT. Single or multiple Targeted Hours cannot be used to build a Package of Care and Support for Lot 1 - Group Based Care and Support Open Framework Agreement.

Providers will not be able to resubmit their price(s) for Full day session, Half day session, Activity session or Targeted Hour other than at the predetermined Entry Points as detailed in the ITT at A4.1.11. Negotiation will not be permitted.

### **3.2 Where choice is not exercised by a Service User the process will be as follows:**

- 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.
- Where the Service User does not make a choice or has no preference as to who provides the Package of Care and Support. The Authorised Officer will select the Provider that best meets the 'My Care and Support Plan' and Outcome requirement of the Service User using the Description of Service(s), within the scope of the Service Users Personal Budget. The Commissioner reserves the right to select a Provider on behalf of a Service User using the most appropriate and economically advantageous solution using their professional judgement.
- If the Provider selected by the Authorised Officer is unable to accept the Package of Care and Support the Authorised Officer will approach the Provider they consider next best able to meet the 'My Care and Support Plan and Outcome requirements of the Service User using the Description of Service(s). This process will repeat until all appropriate Providers in the Zone have been approached and a Provider is able to accept the Package of Care and Support.

### **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 accepts 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 1 of the ITT.

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. The Commissioner will require Providers to only accept referrals for those Service Users that they have the skills to support, and refuse referrals for Service Users whose support needs fall outside of their area of expertise.

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.

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

#### **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 Individuals Choice of Provider**

When an Individual is assessed as eligible for social care support, their Authorised Officer will discuss with them the best way in which to arrange their support with their allocated Personal Budget; this will include the option of taking their Personal Budget as a 'Direct Payment' or using it for Individualised or Group Based Care and Support.

Where the individual chooses to use Group Based Care and Support through the Open Framework Agreement they will be given the choice of Providers, within the relevant Zone. Providers will have submitted a price for their services and the Service User will choose from those Providers within the price range of their Personal Budget. Their Authorised Officer will support the Service User to select a service that most effectively meets their needs and Outcomes.

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



It is important to emphasise that choice for Service Users is not restricted to the choice of Provider. Lot 1 – Group Based Care and Support Open Framework Agreement adopts an outcome based approach to service delivery and Service Users will have choice over their outcomes as well as defining their outcomes through the ongoing support planning process. Providers will offer maximum possible choice and control over the nature of the support offered to Service Users.

## **7. Price and Commercial Sensitivity**

Group Based Care and Support Providers will have already submitted a price (as part of the tender process) for the following:

- A Full day session
- A Half-day session
- An Activity session
- Targeted Hour(s) (only to be used in addition to a session for more complex needs; cannot be used on their own to build a package of Group Based Care and Support)

To aid Service User choice, to select the most appropriate Provider to meet their needs within their 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 3 of the ITT that covers this issue.

Lot 1 - Group Based 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(s), if they so wish. Providers will have no further opportunities for submitting or negotiating their price outside of the Entry Points. Provider will also be able to submit prices they have not submitted previously, for example provide a half day rate when they have not done so before.

## **8. Private Payment Arrangements**

Service Users will be able to choose any Provider or combination of Providers, within the constraints of their Personal Budget so long as by doing so their My Care and Support Plan and Outcomes requirements will be met.

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 1 Group Based Care and Support Open Framework Provider, but this will be a separate direct contract between the Provider and Service User.

## **9. Emergencies**

There will be no emergency provision for Group Based Support; all packages will be allocated via the Call Off processes stated above.

## **10. Out of hours call off**

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

## **11. Trial Periods**

If there is uncertainty surrounding whether a service supplied by the Provider is suitable for a Service User in order to meet their needs and outcomes a Trial Period will be used to allow the Authorised Officer to make an assessment, please see Schedule 3 of the ITT.

Any Package of Care and Support which subject to a Trial Period will be clearly stated as such in both the Referral and My Care and Support Plan.

## **12. Awarding the Support Package**

When a Provider has accepted the Package of Care and Support the Authorised Officer will liaise with the Provider and the Service User to arrange a suitable start date.

The Order Form Schedule 4 of Schedule 3 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.

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