

Appendix 7

Lewisham and Southwark SP Framework - Operational Manual

Contents

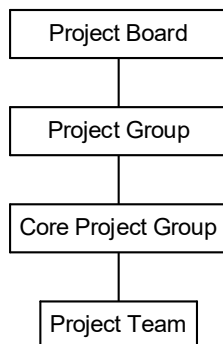
1 Framework

- 1.1 Summary – in June 2008 Southwark and Lewisham agreed to establish a joint Supporting People (SP) Framework for the commissioning of housing related support services. Through 2009 and early 2010 a small project team based in Southwark worked towards this goal.
- 1.2 Basic Description – the framework is a one-off tendering exercise and has been established for 9 client groups divided between accommodation based and floating support type services all except older people's services that only include floating support services. Therefore, there are 17 separate categories or lots on the framework.
- 1.3 Participating boroughs can commission services from these 17 categories. Lewisham and Southwark have indicated that they will be using all of the categories for the majority of their SP programmes. Bromley and Lambeth will be using only a number of specified categories.

2 Governance

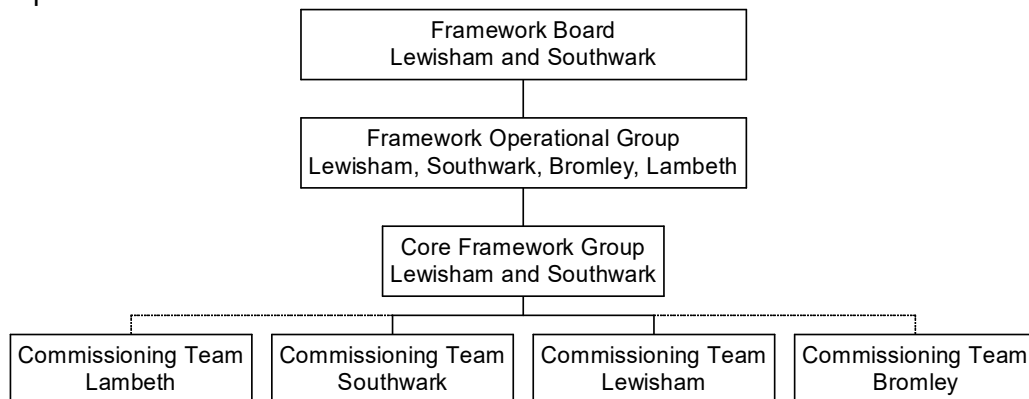
- 2.1 Through the project phase management and oversight of the project was undertaken through a number of structures as follows.

Project Governance



2.2

- 2.3 In the framework operational phase the governance structure will be replicated as follows:-



- 2.4 Framework Board – The framework board will be constituted from the primary contracting authorities (PCA).

Board Member	Position	Borough
Geeta Subramaniam	Head of Crime Reduction and Supporting People	Lewisham
Donna Kinnair		Southwark

- 2.5 Terms of reference for the Framework Board and Framework Operational group are attached as appendix 1.

- 2.6 The Core Framework Group is an ad hoc arrangement between the two primary partners to consider day to day issues with the operation of the framework.

3 Initial Ranking

- 3.1 An initial ranking has been undertaken based on a prescribed tender evaluation process and price. This included a quality threshold of 30 then a total score evaluated on 50% price and 50% quality. The initial ranking has largely been undertaken to determine which providers should be accepted onto the framework and was based on the submitted <200 inner London day rate.
- 3.2 Management and maintenance of the basic data – all the tender data – method statement scores and all prices have been input in to the Supporting People Electronic Call-off Tool kit (SPECT). This data has been checked and should not be amended without clear authorisation through the frameworks governance procedures.

4 Commissioning Plans

- 4.1 Years 1, 2, 3 & 4 – each borough will outline commissioning plans for each year of the framework
- 4.2 Co-ordination
- 4.3 Joint commissioning

Across Boroughs

Across service areas

5 SPECT

- 5.1 Description – SPECT is a web hosted data base to allow commissioners to access the use the system to identify the most economically advantageous bid based on price and quality.
- 5.2 Using SPECT
- 5.3 Team Roles
- Administrator – Set up users, set passwords
 - Commissioner – run mini tenders, change weightings, add tupe prices
 - User – view providers, ranking and individual scores, append documents/files
 - Guest – view providers and ranking
- 5.4 Borough Leads
- 5.5 Faults

5.6 Management & Administration of the system

6 Call off Protocol

6.1 How to call off a Service

6.2 Straight Call off

6.3 Mini Competitions –

6.4 Changing Weightings

6.5 Adding Criteria

6.6 TUPE

6.7 re ranking

6.8 Exit Strategy / Consultation

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7 Service Contract

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8 Performance (Standard PI's)

8.1 Reporting (services)

8.2 The Framework

9 Information Exchange

9.1 Joint Working Protocol

9.2 Co-ordination of commissioning plans

9.3 Liaison meetings

10 Segmentation policy

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10.2 Managing and maintaining a diverse Market

11 Exclusions from the Framework

11.1 Obligation to supply

11.2 Failure to deliver

11.3 Poor Performance

12 Housing management

12.1 RSL protocol

12.2 RSL Liaison

12.3 Support provider changes

13 Framework Termination

Framework Board & Framework Operational Group

Terms of Reference (Draft)

Introduction

The London Borough of Southwark and London borough of Lewisham are primary partners in the development and operation of the Lewisham and Southwark Supporting People Framework.

This document sets out the ways in which these organisations have agreed to work together to operate the framework. This document is not intended to be legally binding on the Partners. It lasts for the life of the Lewisham and Southwark Supporting People Framework and may be changed by written agreement between the Partners.

The current life of the framework is 1 April 2010 to 31 March 2014.

1 Work of the Framework Board

1.1 The Primary Partners agree to:

- a) Be ultimately responsible for the successful operation of the framework.
- b) Have oversight of the framework to ensure delivery of stated outcomes and benefits.
- c) To consider and agree issues with the maintenance and ranking of the framework
- d) To consider proposals for the suspension and/or removal from the framework of providers for reasons of:-
 - **Serious Poor Performance**
 - **Fail to meet required adult protection standards**
 - **Failure to meet stated obligations to supply service**
 - **Or for any other reasons that impact on the integrity of the framework.**
- e) Agree the operational manual
- f) Agree changes to SPECT
- g) Other objectives which may be agreed between the Primary Partners during the life time of the framework.

2 Work of the Framework operational Group

2.1 The Primary and Secondary Partners agree to:-

- a) To report to the Framework Board
- b) To be responsible for the day to day operation of the framework and to receive regular reports from the partner authorities on how the framework has be used.
- c) Have oversight of the day to day use of the framework to ensure delivery of stated outcomes and benefits.
- d) To clarify usage of the framework by all partner authorities to make sure that agreed operational rules are adhered to.
- e) Ensure timely reporting and sharing of performance information.
- f) Coordinate commissioning plans, call offs and consider options for joint call offs.
- g) To consider call-off methodology, changes to criteria and weightings and share best practice.
- h) To make recommendations to the Board concerning issues with the maintenance and ranking of the framework
- i) To make recommendations for the suspension and/or removal from the framework of providers for reasons of:-
 - Serious Poor Performance
 - Fail to meet required adult protection standards
 - Failure to meet stated obligations to supply service
 - Or for any other reasons that impact on the integrity of the framework.
- j) Draft the operational manual
- k) Consider changes to SPECT
- l) Other objectives which may be agreed between the Primary and Secondary Partners during the life time of the framework.
- m) Agree a schedule of meetings initially at not less than quarterly frequency.

Machinery of the Framework Board and Framework Operational Group

3 Definitions

- 3.1 This is what the following expressions mean:
- 3.1.1 “Framework” means the Lewisham and Southwark Supporting People Framework
 - 3.1.2 “Primary Partner” means Southwark Council and Lewisham Councils;
 - 3.1.3 “Secondary Partner” means Lambeth and Bromley Councils.
 - 3.1.4 “Framework Board” means the meeting of representatives of the Primary Partners appointed in accordance with this document;
 - 3.1.5 “Framework Operational Group” means the meeting of the representatives of the Primary and Secondary partners appointed in accordance with this document.
 - 3.1.6 “Provider” means any organisation which is or may be involved in the delivery of Supporting People services
 - 3.1.7 “Service User” means any individual who is receiving or may become in need of Supporting People Services
 - 3.1.8 “the SP Programme” means the provision of housing related support services within the London Borough’s of Southwark, Lewisham, Lambeth and Bromley.
 - 3.1.9 “the SP Team” means commissioning and monitoring Officers who will be responsible for the day to day implementation of the SP Programme and who are employed by either of Primary or Secondary Partner Councils.

4 Membership of the Framework Board

- 4.1 The Framework Board will consist of:
- 4.1.1 Representatives (who have voting rights); being the Chief Executive or their delegated representative of Southwark Council
 - 4.1.2 Representatives (who have voting rights); being the Chief Executive or their delegated representative of Lewisham Council
 - 4.1.3 The Framework Board may also invite others to attend meetings as appropriate namely representatives from the secondary partner authorities.
- 4.2 Deputy - Each Representative can nominate a deputy or nominee (an Observer can be a deputy or nominee).
- 4.3 Delegation of authority to Representatives - Each Partner will where possible make sure that their Representative has authority to take decisions on behalf of the Partner at the Framework Board meeting. (For the Council’s Representative, this nonetheless means that they can only act within the limits of the delegated authority given to them under the Council’s Constitution – see paragraph 4).
- 4.4 Sub groups - The Framework Board will oversee the Framework Operational Group.

5 Framework Board Meetings

- 5.1 Meetings will take place each six months more often if needed. Quorum for meetings is two of the Representatives.
- 5.2 Urgent Matters - for urgent matters, decisions may be made without a meeting through email.
- 5.3 Notice of meetings and minutes - Meetings will be serviced alternately by the SP Team in each partner authority. At least seven days notice of meetings must be given. Agendas and papers will normally be distributed at least 72 hours prior to meetings; however, items of a minor or urgent nature may be considered at the discretion of the Board.

6 Decisions of the Framework Board

- 6.1 Consensus - The Framework Board is not a legal entity. It will where possible make decisions by consensus.
- 6.2 Where consensus cannot be reached and in particular where there is a difference of view between the Board members about a course of action, the procedure set out in these Terms of Reference will be followed, in particular the principles set out in this Clause and the procedures set out in the Disputes Clause.

7 Conduct of Board Members, Board Member's Interests and Declarations of Interest

- 7.1 A "Board" includes both a Representative and an Observer.
- 7.2 Framework Board Members are expected to carry out their duties to the highest standards of professionalism and integrity and with the purpose of fulfilling the aims of the SP Programme and operation of the framework; and must be aware that it is not enough to merely avoid actual impropriety but that they should at all times avoid any cause for suspicion or any appearance of improper conduct.
- 7.3 Framework Board Members must declare any interest of any sort or any conflict of interest which they have in any matter to be considered by the Framework Board and must where there is or could be any conflict of interest which might affect or be seen to affect the position, declare that interest, take no part in the discussion and (if the degree of interest is close or prejudicial) leave the meeting. An example of such a matter is one discussing a decision about funding projects which the Framework Board Partner is involved in delivering.
- 7.4 Where there is a conflict between the interests of the primary partners and that conflict may upset the running of the Board, or there is any dispute between the Board Members then either of them may require the use of the Dispute Procedure.

8 Membership of the Framework Operational Group (FOG)

- 8.1 The FOG will consist of:
 - 8.1.1 Representatives (who have voting rights); being the Chief Executive or their delegated representative of Southwark Council
 - 8.1.2 Representatives (who have voting rights); being the Chief Executive or their delegated representative of Lewisham Council
 - 8.1.3 Representatives (who have voting rights); being the Chief Executive or their delegated representative of Bromley Council
 - 8.1.4 Representatives (who have voting rights); being the Chief Executive or their delegated representative of Lambeth Council
 - 8.1.5 The FOG may also invite others to attend meetings as appropriate.

- 8.2 Deputy - Each Representative can nominate a deputy or nominee (an Observer can be a deputy or nominee).
- 8.3 Delegation of authority to Representatives - Each Partner will where possible make sure that their Representative has authority to take decisions on behalf of the Partner at the FOG meeting.

9 FOG Meetings

- 9.1 Meetings will take place each quarterly more often if needed.
- 9.2 Quorum for meetings is three out of four participating authorities.
- 9.3 FOG Chair will alternate between the Primary partners.
- 9.4 Facilitating FOG meetings will alternate between the primary partners.
- 9.5 Urgent Matters - for urgent matters, decisions may be made without a meeting through email.
- 9.6 Notice of meetings and minutes. At least seven days notice of meetings must be given. Agendas and papers will normally be distributed at least 72 hours prior to meetings; however, items of a minor or urgent nature may be considered at the discretion of the FOG.

10 Decisions of the FOG

- 10.1 Consensus - The FOG is not a legal entity. It will where possible make decisions by consensus.
- 10.2 Where consensus cannot be reached and in particular where there is a difference of view between the Group members about a course of action, initially the view of the primary partners will take precedence. However, if the group still cannot come to a consensus or agree then the procedure set out in these Terms of Reference will be followed, in particular the principles set out in this Clause and the procedures set out in the Disputes Clause.

11 Conduct of FOG Members, FOG Member's Interests and Declarations of Interest

- 11.1 A "Board" includes both a Representative and an Observer.
- 11.2 Framework Board Members are expected to carry out their duties to the highest standards of professionalism and integrity and with the purpose of fulfilling the aims of the SP Programme and operation of the framework; and must be aware that it is not enough to merely avoid actual impropriety but that they should at all times avoid any cause for suspicion or any appearance of improper conduct.
- 11.3 Framework Board Members must declare any interest of any sort or any conflict of interest which they have in any matter to be considered by the Framework Board and must where there is or could be any conflict of interest which might affect or be seen to affect the position, declare that interest, take no part in the discussion and (if the degree of interest is close or prejudicial) leave the meeting. An example of such a matter is one discussing a decision about funding projects which the Framework Board Partner is involved in delivering.
- 11.4 Where there is a conflict between the interests of the primary partners and that conflict may upset the running of the Board, or there is any dispute between the Board Members then either of them may require the use of the Dispute Procedure.

12 No Legal Partnership

- 12.1 This document is not legally binding and does not establish any formal partnership between the Partners. It is intended solely to illustrate the spirit of active co-operation among the Partners.

13 Disputes

- 13.1 It is intended that the following procedure will be used for disputes, including where the Framework Operational Group or Board do not agree on a course of action – for example, the suspension of a provider from the framework.
- 13.2 If there is a dispute, the Partners must attempt to resolve the matter amicably. For example, the matter could be put before a meeting of the Framework Board for discussion and if possible resolution. This shall be done by each of the parties in dispute setting out as briefly as possible in writing the substance of the dispute, for circulation before the Framework Board, and the discussion of those documents at the Framework Board meeting.
- 13.3** If it is not possible to resolve the matter, it may be referred to the Chief Executives of the Partners involved.

Call off Protocol

from the

Joint Framework Agreement

for

Supporting People services

Southwark, Lewisham, Lambeth & Bromley

Draft 3
February 2010

1. INTRODUCTION

1.1 The London Boroughs of Southwark and Lewisham have developed a joint framework agreement to procure housing support services. The London Boroughs of Lambeth and Bromley have access to the joint framework agreement.

1.2 A framework agreement enables an authority to comply with the EU's requirement for equal treatment and non discrimination and allows the creation of a list of 'preferred providers', where the contract terms in relation to price and quality can be firmly established.

1.3 The tendering of the framework agreement has been organised as a number of service categories or 'lots'. A list of preferred providers has been selected for each service category on the basis of an assessment of their price for day time cover and their quality scores. In other words the most economically advantageous providers have been selected for the framework agreement.

2. PRINCIPLES

2.1 This protocol provides guidance to the authorities on the processes for calling off services under the framework agreement. A summary version of this protocol will be available for providers.

2.2 The following are the key principles for calling off from the framework agreement to achieve the contracting authorities' strategic procurement objectives:

- To ensure that providers are treated fairly and that nothing is done which is discriminatory, improper or which distorts competition;
- To select providers on the basis of the most economically advantageous submission (i.e. taking account of quality and price);
- To ensure that there is a diversity of providers that are called off from the framework agreement;
- To ensure that the call off process is efficient and does not duplicate the tender process that set the framework agreement up in the first place;
- To ensure that where additional requirements need to be included in a specification for a procured service these are applied fairly and consistently.

2.3 The authorities reserve the right to contract any accommodation based or floating support services outside of the framework agreement. However, the intention is to use the framework agreement for the vast majority housing support services that fall into the service categories.

2.4 The framework agreement places an obligation on providers to supply services to the boroughs when they are called off, although the authorities will take into account any circumstances where it would be unreasonable to call off services from a provider.

2.5 There will be two processes for calling off from the framework agreement. The first process will involve call off without competition and second process involves call off by mini competition. Both these processes are described below.

3. CALL OFF WITHOUT COMPETITION

3.1 The authorities can call off from the framework agreement without going out to competition. This is because the framework agreement itself has already been competitively tendered.

- 3.2 The call off process will involve an authority awarding the contract to the most economically advantageous provider. The top ranked provider must be awarded the contract.
- 3.3 The same quality scores will apply as those assessed at tender stage. In assessing price the authority will need to assess the price for the whole service. This means that the number of support hours will need to be specified including any sleep in, waking night staff cover and concierge services.
- 3.4 The selected provider will be under an obligation to enter into a contract to deliver the service. There may be reasonable circumstances where the provider is unable to supply the services. Where this is the case the authority will select the next most economically advantageous provider in the service category (and so on, if this provider is unable to supply).
- 3.5 The rates submitted by providers for entry onto the framework assume that TUPE does not apply. Therefore where TUPE applies to an existing service, the preferred providers in the relevant service category will have to go through a mini tender process (see below).

4. CALL OFF BY MINI COMPETITION

- 4.1 The authorities can use the framework agreement to hold a mini competition for a service. The competition will be held between those providers accepted onto the framework in the relevant service category. There is no requirement for an authority to open up a mini competition to all the providers on the framework.

TUPE¹ Price Only

- 4.2 An authority has the option to conduct a mini competition where the relevant providers in the service category are only required to submit a TUPE price, without any changes to the sub criteria. This will be the case where there are no supplementary requirements to the specification.
- 4.3 This process simply involves the relevant providers submitting new prices on a competitive basis, taking into account the TUPE information provided. In submitting a TUPE price the provider will need to take account of a number of factors including the replacement of TUPE staff following transfer.
- 4.4 The authorities have the option of varying the weightings used, according the guidance set out in this protocol.

Changes to Sub Criteria

- 4.5 Where the service specification needs to be supplemented, or there are particular aspects of the service that need to be defined, a mini competition will be required. This approach does not involve repeating the same assessment that led to the providers being selected initially.
- 4.6 A mini competition will need to use the same award criteria that were used for the tender process. However, new sub-criteria can be introduced, provided that they can be derived from the main the award criteria.
- 4.7 It is proposed that at mini-tender stage an authority should not bring forward the sub-criteria and scores for the specialist areas (apart from the TUPE only process), as these should be refined for the specific service that is being called off. However, they

¹ Transfer of Undertakings Protection of Employment Regulations 2006 (“TUPE”)

can bring forward the scores for the generic sub-criteria as these areas are more general.

- 4.8 The table below shows the blank sub criteria that need to be populated for the specialist areas. It is proposed that authorities must include at least one specialist sub criteria under 'Specialist Knowledge', with no more than two for each specialist award criteria (this means a minimum of one and a maximum of six new specialist sub criteria).

	Generic Criteria	sub criteria
1.	Delivery	<ul style="list-style-type: none"> • Appropriate infrastructure to be able to deliver in the selected borough/s
2.	Service user involvement and choice	<ul style="list-style-type: none"> • Commitment to and processes for service user involvement and choice
3.	Quality Performance and Outcomes	<ul style="list-style-type: none"> • Systems to measure quality, performance and outcomes. • Ensuring high quality services and continuous improvement • Processes for addressing equality and diversity • Processes for addressing environmental sustainability
	Specialist Criteria	sub criteria
4.	Specialist knowledge	
5.	Added value	
6.	Partnership Working	

- 4.9 It is also proposed that authorities have the option of replacing one or more of the generic sub criteria for one or more of the generic award criteria - with no more than two new sub-criteria for each award criteria. Where replacement takes place then all the original sub criteria for that award criterion need to be deleted.

Weightings and scores

- 4.10 The weightings for each award criteria can be varied at mini competition provided that the weightings fall within the ranges that were published in the original tender documentation. Where an authority wishes to vary the weightings, these changes must be set out in writing when inviting providers to submit a mini tender.

4.11 The table below shows the published ranges for weightings:

1.	Delivery	1% - 5%
2.	Service user involvement and choice	1% - 10%
3.	Quality Performance and Outcomes	1% - 10%
4.	Specialist knowledge	10% - 40%
5.	Added value	0% - 20%
6.	Partnership Working	0% - 30%
7.	Price	20% - 70%

4.12 The same scoring system that was used to assess the sub criteria at tender stage should be used to assess mini-tender submissions.

Price

4.13 When an authority decides to procure a new service the provider will have an opportunity to submit an hourly rate that is lower than that submitted at tender stage, but will not be able to submit a higher rate. For existing services, where TUPE applies, see below.

4.14 In assessing price the authority will need to assess the price for the whole service. This means that the number of support hours will need to be specified as well as any sleep in, waking night staff cover and concierge services. The resulting price for the service will need to be assessed using the same methodology as that which was used for the tender assessment.

4.15 An authority may decide to interview the top scoring providers, in which case the questions at interview should be based on the sub criteria. The interview process will therefore allow the scores awarded by the mini tender assessment to be varied.

5. CALL OFF BY MINI COMPETITION WHERE TUPE APPLIES

5.1 In most circumstances the call off process by mini competition will involve TUPE. This will either involve a TUPE only call off or a TUPE plus supplementary requirements call off. The preferred providers in the relevant service category will be given the TUPE information and will submit a price for the service that is subject to the mini-tender.

5.2 The existing service provider will be required to provide information relating to staff likely to transfer through TUPE.

5.3 This information, detailed below, is permitted to be supplied under The Data Protection Act. The relevant authority will ensure that all information supplied is kept strictly confidential and will not disclose the information to any of the preferred providers unless they have completed in writing a TUPE information confidentiality agreement.

This list is not exhaustive:

- Job Title
- Date of birth
- Start date
- Rate of pay
- Hours worked per week
- Days of work
- Overtime hours/rate of overtime
- Holiday entitlement
- Holiday taken
- Sick leave in the last twelve months

- Pension details
- Outstanding injury/claim
- Any agreement with Trade Unions
- Notice period
- Location of the office to which the employee reports
- Any other fringe benefits

5.4 The TUPE prices returned by the preferred providers will substitute for the existing prices that were submitted at tender stage for the framework agreement.

6. PARTNERSHIPS AND SUB CONTRACTING

6.1 Authorities can specify that they are seeking proposals from providers to work in partnership with small or specialist agencies, for reasons of diversity or to meet specialist service requirements.

6.2 These arrangements will be set out in a service specification for a mini tender. The contracting arrangements will involve a 'lead' provider that needs to enter into a sub contract with another provider.

6.3 Those providers that are sub-contacted will not necessarily be preferred providers under the framework agreement, but they will be expected to be accredited by EXOR or become accredited. The authority will contract the lead contractor on the terms specified in the framework and expect the service to be provided to the level of quality specified.

7. MARKET SEGMENTATION

7.1 Each authority will develop a policy on market segmentation for each service category that they call off. This is to prevent any one provider dominating the market and will involve the maximum percentage of the market that will be awarded to any one provider in each borough. The approach to market segmentation will be on a borough by borough basis.