

# Invitation to Tender

## Provision of a Provider List for Day Time Support Services for Older People and People with Dementia

Reference:

KH/ACS/LCC/17/576

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## 1 DEFINITIONS

- 1.1 In this Invitation to Tender (ITT) including all schedules and appendices except where the context otherwise requires the following words and expressions shall have the following meanings.

<i>"Authority"</i>	means Lancashire County Council.
<i>"e-Tendering system"</i>	means the Authority's online system by which Tenderers participate in the procurement process – Oracle Sourcing Supplier.
<i>"Agreement for the Provider List"</i>	means the Agreement at Appendix 1a - Agreement for the Provider List of Day Time Support Services for Older People and People with Dementia which is intended to be offered to a Service Provider upon being appointed to the Provider List.
<i>"Service Contract"</i>	means the Service Contract at Appendix 1b – Service Contract for Day Time Support Services for Older People and People with Dementia which is intended to be offered to a Service Provider upon being appointed to the Provider List.
<i>"ITT"</i>	means this Invitation to Tender;
<i>"Service"</i>	means the services to be delivered by or on behalf of the Service Provider under the Agreement of Provider List, as more particularly describe in Appendix 2 - Minimum Quality Standards and any personal plan.
<i>"Service Provider"</i>	means the organisation or organisations delivering the Service.
<i>"Service User"</i>	means any individual who is an older person or a person with dementia who requires the Services. An older person is usually an individual who is over 50 however it would be at the discretion of the Service Provider as to whether they agree to deliver the Services to an individual under the age of 50 based on meeting need and suitability. Service Users will fall into three main categories (1) Care Managed Service Users; (2) Direct Payment Service Users and (3) Privately Funded

Service Users. A Service User will not be another local authority or public body other than the Authority.

*"Care Managed Service User"*

means a Service User who is eligible for a personal social care budget and has chosen for it to be managed by the Authority on their behalf.

*"Direct Payment Service User"*

means a Service User who is eligible for a personal social care budget and has chosen to receive it via a direct payment to themselves.

*"Privately Funded Service User"*

means a Service User who themselves fund their care and support, and may choose to do so even if they are eligible for a personal social care budget.

*"Minimum Quality Standards"*

means the service standards as set out in Appendix 2 Minimum Quality Standards to this ITT.

- 1.2 Words importing one gender include all other genders unless otherwise specified and words importing the singular include the plural and vice versa.
- 1.3 References to any statute or statutory provisions (including any European Union instrument) shall, unless the context otherwise requires be construed as including references to any earlier statute or the corresponding provisions of any earlier statute whether repealed or not directly or indirectly amended, consolidated, extended or replaced by such statute or provisions, or re-enacted in any such statute or provisions and to any subsequent statute or the corresponding provisions of any subsequent statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same and will include any orders regulations instruments or other subordinate legislation made under the relevant statute or statutory provision.
- 1.4 References to "person" and "persons" and "Tenderer" and "Tenderers" include any individual firm and unincorporated association and body corporate or public authority.
- 1.5 The list of contents and the headings to the parts and paragraphs of this ITT and to the Clauses and paragraphs of the schedules to this ITT are for ease of reference only and shall not affect the construction of this ITT.
- 1.6 The Schedules form part of this ITT and will have the same force and effect as if expressly set out in the body of this ITT.
- 1.7 In the event of any inconsistency between the provisions of this ITT and any previously issued documents the provisions of this ITT will prevail.

## **2 DOCUMENT CONTENTS**

Schedule 1 – Introduction

Schedule 2 – Invitation to Tender Terms

Schedule 3 – General

Schedule 4 – Service Provider Selection

Appendix 1a – Agreement for the Provider List of Day Time Support Services for Older People and People with Dementia

Appendix 1b – Service Contract for Day Time Support Service for Older People and People with Dementia

Appendix 2 – Minimum Quality Standards

Appendix 3 - Selection Criteria Questionnaire

Appendix 4a – Service Information

Appendix 4b – Service Standard Charge Information

Appendix 5 - Evaluation Criteria - Selection

Appendix 6 - Tender Declaration

## SCHEDULE 1: INTRODUCTION

### 1 SUMMARY

Indicative value is in the order of:	Estimated £17,330,000	Estimated £1,733,000 annually
Provider List Start Date:	July 2018	
Provider List End Date:	July 2028	
Selection criteria	Pass/Fail	

### 2 DOCUMENTS TO BE RETURNED

The completed documents that will form the Submission to be returned by the Tenderer via the e-Tendering system prior to the Tender Return Deadline are:

DOCUMENT	APPENDIX	TENDERER TO SUBMIT
Selection Criteria Questionnaire Part 1 and 2	3	<b>One per Tenderer</b> / all members of a consortium / essential sub-contractors must submit.
Selection Criteria Questionnaire Part 3	3	<b>One per Tenderer</b> . If you are bidding on behalf of a group (consortium), you should complete all of the selection questions for each member of the consortium.
Service Information Template	4a	<b>One per Service location per Tenderer</b>
Service Standard Charge Information Template	4b	<b>One per Service location, per client group per Tenderer</b> (contract management use only)
Tender Declaration	6	<b>One per Tenderer</b> / consortium.

### 3 BRIEF SUMMARY

Day time supports for older people and people with dementia offer a wide and diverse range of supports including social interactions, healthy meals, activities, personal care support such as hairdressing and bathing, exercise classes and these can be provided in a variety of settings. Day time supports are an important resource to improve people's wellbeing, reduce loneliness and isolation, provide respite for carers and prevent or delay the need for more intensive health and social care support for those using the service.

Day time supports do not include care at home but can be provided within a residential care home as well as in specialised centres and other community centres.

A day time support is defined as an establishment where one or more of the following services are provided for more than four hours during the day:

- Personal care or personal support with or without practical assistance;
- Reablement activities;
- Respite; and/or
- Therapeutic activities.

It does not include Luncheon Clubs, Shared Lives and befriending services.

Day time supports can help a wide range of people, from those who need support with very complex needs to those where time limited support is needed at different points in their lives.

A principal aim of the day time supports service is to encourage people to remain active members of the community.

The Authority have produced a set of Minimum Quality Standards (Appendix 2) which describe what each individual person can expect from the service provider and focus on the quality of life that the person using the service actually experiences. They reflect an approach to care and support that will meet each individual's preferred lifestyle; they embrace the following values:

- **Privacy** - A right to have privacy and property respected and to receive the time, the space and the facilities they need. To be free from intrusion as long as it is safe for the person and for others using the service.
- **Dignity** - A right to be treated with dignity and respect at all times; and enjoy a full range of social relationships.
- **Choice** - A right to make informed choices, whilst recognising the rights of others to do the same. To know about the range of choices and get help to fully understand the options and choose the one that is right for the individual.
- **Safety** - A right to feel safe and secure in all aspects of life but not to be over protected. To be free from exploitation and abuse.
- **Fulfilment** - A right to live an independent life, rich in purpose and meaning and personal fulfilment; to have the opportunity to achieve all that can be achieved; to make full use of the resources that are available to make the most of life.
- **Equality and diversity** - A right to be valued for ethnic background, language and culture; to be able to express sexuality and have that respected; to be free from

bullying, harassment and discrimination and to be able to complain without fear of victimisation.

The Authority used to commission Day Time Support Service via Block and Spot Contract Arrangements.

The Authority is inviting suitably experience Service Providers to tender for the opportunity for their Day Time Support service(s) to be included on the Authority's Provider List of Day Time Supports for Older People and People with Dementia. The Provider List will be open for a maximum of 10 years in total starting 1<sup>st</sup> July 2018 through to 30<sup>th</sup> June 2028, unless terminated early.

If Service Providers wish to take up the opportunity to be include on the Authority's Provider List and are successful, this will mean their Services will be listed on the Provider List for Day Time Support Services and listed on the Authority's associated web pages. Their Services will be displayed by district along with a short description and services available. The Provider List can be accessed by anyone, this new webpage will allow Service Users and/ or their family or carers to easier find, understand and compare services in their area. Service Users will be sign posted to the webpages and Service Users can also be supported by Lancashire County Council Care Navigation Service to find available Services. Services Users can take the opportunity to have a trial visit if they wish before deciding on the service of their choice.

Service Providers will discuss individual Services User's needs and costs with the Service User and/or Family, Carer, Social Worker (where appropriate).

The Provider List does not provide any guarantee of business to any individual Service Providers. However the Provider List is an opportunity for Service Providers to advertise the range of Services they have to offer and therefore are encouraged to provide an affordable service which is attractive to Service Users.

We would like to invite interested tenderers to an event regarding the future of older people's daytime supports in Lancashire. Please separate document for more details on how to apply for your place at the event on 12<sup>th</sup> June 2018.

There will be additional dates which will be released in due course.

#### **4 SCOPE OF THE PROVIDER LIST**

The following provision will fall within the scope of this Agreement:

#### **Day Time Support Services for Older People and People with Dementia**

#### **HOW THE PROVIDER LIST WILL WORK**

The Provider List will operate as an open list. The initial application stage was opened in April 2018 for new applicants and closed for evaluation in May 2018. The Provider List will go live on 1<sup>st</sup> July 2018 and will remain open for a maximum of 10 years, unless terminated early.



We have now opened the tender again for ongoing applications. To gain a place on the Provider List, Service Providers may submit an application at any time during the validity of the Provider List.

The procedure for admission to the Provider List is as follows:

- the Service Provider meets the Selection Criteria which includes providing Service information to be displayed on the Provider List;
- the Authority has a signed and completed (i.e. dated) Service Contract for Day Time Support Service for Older People and People with Dementia;
- the Service Provider provides the Authority with its standard hourly rate and associated breakdown in accordance with Schedule 13 to the Service Contract for Day Time Support Service for Older People and People with Dementia; and
- the Authority has a signed and completed (i.e. dated) Provider List Agreement for Day Time Support Services for Older People and People with Dementia.

As part of the Selection Criteria, tenderers will be required to demonstrate their technical and professional ability to deliver the Services required (Section 6 Appendix 3 Selection Criteria Questionnaire). Tenders are required to provide details of up to three contracts that are relevant to our requirements.

If this is not possible, tenderers are required to complete section 6.3 with an explanation. The Authority will consider information such as references from service users and organisations they have worked with in the past to deliver Day Time Support Services or similar services. The Authority needs to ensure tenderers have the technical and professional ability to deliver the Services required and will consider all of section 6 to determine if the tenderer will pass this section.

Once a Service Provider has been admitted to the Provider List the Service Provider acknowledges:

- (1) within 6 months from the Provider List admission date the Authority will conduct a site visit to ensure compliance with the Selection Criteria and Minimum Quality Standard); and
- (2) Thereafter the Authority will conduct annual site visits or desk top checks at its sole discretion.

If a Service Provider falls short of the required standard, their service may ultimately be suspended or removed from the list. In this event a Service Provider may re apply to be added to the Provider List, however this must not be within a three month period.

Successful Service Providers will be admitted to the Provider List which will be displayed on the Authority's Day Time Support webpages and will allow social care teams, service users, carers and families to easily find services and understand what supports Service Providers offer. It will also support choice as service users will be able to see and compare services within their area.

The client group for the daytime supports are older people (usually aged over 50, however this not a strict age criteria); and/or people with dementia. Service Providers may accept Service Users who are under the age of 50 if they confirm they can meet their needs.

Any Service Users can access the Provider list, Service Users include Privately Funded Service Users, Direct Payment Service Users and Care Managed Service Users.

Tenderers will be required to provide Service information (Appendix 4a – Service Information) for each of the Service they wish to be admitted to the Provider List. If successful this information will be displayed on the Provider List and associated webpage. Within this form the Authority requests information for each Service including maximum places available at the Service and indicative prices for meals and transport; this is for information purposes only and will not be displayed on the Provider List and associated webpage.

In additional, Service Providers will also be required to provide additional Service Information regarding their Services standard hourly rate and associated breakdown (Appendix 4b- Service Charges Information). This information will be requested for each Service, will not be displayed on the Authority's webpage and will not be scored. The standard hourly rate will be the rate paid by the Authority when commissioning Day Time Support Services for Care Managed Service Users.

The standard hourly rate and associated breakdown will form part of the Service Contract only, which is the terms and conditions which govern the Services delivered to Care Managed Service Users only. Please note, in accordance with the Service Contract this rate can be reviewed upon the anniversary of the Commencement Date of the Service Contract (please see Service Contract Schedule 4 Charges and Payment for more details)

**The standard hourly rate is the hourly rate charged to deliver the Service as per the Minimum Quality Standards and excludes the cost of optional extras such as meals and transport etc.**

For Care Management Service Users the rate charged will be the standard hourly rate you provide in appendix 4b. If, due to the Service User's needs, additional support or additional services are required this will be agreed with the social worker and recorded on the Service Users Care and Support Plan.

Changes to the standard hourly rate may occur in accordance with the following:

- Change to standard hourly rate on the anniversary of the Commencement Date  
A Service Provider request for a Change (for avoidance of doubt a change can be an increase or a decrease) to the standard hourly rate as stated in Appendix 4b, will only be considered by the Authority upon the anniversary of the Commencement Date of the Service Contract. Requests to Change the standard hourly rate must be submitted to the Authority in accordance with Service Contract Schedule 5 Change Control Procedure so that changes are notified to the Authority prior to the change being implemented on the anniversary of the Commencement Date. The Authority will review the request alongside the previous cost breakdown, taking into account market conditions and inflationary increases. Where the Change is an increase and is unusually high in the context of market factors the Service Provider will be asked to provide further information to explain the Change. The Authority makes no representation and offers no guarantee that any Change will be applied to the Charges following any review or assessment carried out.

- Change to standard hourly rate prior to the anniversary of the Commencement Date.  
Changes to the standard hourly rate in circumstances of an increase that is being proposed prior to the anniversary of the Commencement Date will only be considered by the Authority in exceptional circumstances and on the submission of evidence corroborating the increase change. The Authority will have sole discretionary as to whether it allows the Change. The Authority makes no representation and offers no guarantee that any Change in these circumstances will be applied to the Charges following any review or assessment carried out.
- Decrease to the standard hourly rate  
For the avoidance of doubt the Service Provider is at liberty to decrease its standard hourly rate at any time whatsoever and any decrease must be notified in accordance with the Service Contract Change Control Procedure Schedule 5.

Charges for individual Direct Payment Service Users and Privately Funded Service Users will be discussed between the Service Provider and the Service User and/or family, carer, social worker (where appropriate) and will depend on the Service Users needs and Service requirements, the Authority will not be privy to any agreement between the Service User and the Service Provider.

During the 10 year validity of the Provider List the Authority intends to develop the information displayed on the Authority's webpages to ensure we meet the expectations and needs of Service Users. Successful Service Providers will be required to work in partnership with the Authority to develop the information available to Service Users on the webpages.

The Provider List will be reviewed annually to determine the suitability and effectiveness of the arrangements. This review will determine the decision as to whether to bring the arrangement to an end earlier in its term.

The successful providers will be responsible for informing the Authority in advance of changes to any service nature or delivery, this information will be reviewed and where required the updates will be made to the Authority's Day Time Support webpages.

The Provider List does not provide any guarantee of business to any individual Service Providers.

## **EVALUATION OF APPLICATIONS**

### **RFQ 15199149 Ongoing Applications from 1<sup>st</sup> June 2018**

The Provider List will be an open list and new service providers can apply to join at any time during its validity if the Service Provider satisfies the selection requirements.

Applications received from 1<sup>st</sup> June 2018 will be evaluated as follows (see also table below):

When applications are received during one calendar month we aim to evaluate the application no later than the 15<sup>th</sup> day of the following calendar month. Outcome notifications will be sent to the Service Providers concerned by the end of that same calendar month.

Should there be any element of your application that requires clarification, provided that it is appropriate to do so, this will be requested via the Messages function on the e-Tendering system. A response date and time will be given of not less than 5pm on the second working day following the date the clarification request was sent and any response must be submitted via the e-tendering messaging system to ensure that a clear audit trail is maintained. If a satisfactory resolution to the clarification, as determined by the Authority, cannot be given by the Service Provider within the timescales given, the Service Provider's application may then be deferred to be reviewed by the 15<sup>th</sup> day of the following calendar month (see below).

During the validity of the Provider List any existing Service Provider on the Provider List who wishes to add a new Service location will need to submit a new application for the additional Service. The same timetable will apply as above (see also table below)

If a Service Provider wishes to amend their application after it has been received by the Authority, they may resubmit their application, however, their application may be deferred and evaluated by the 15<sup>th</sup> of the next calendar month.

Following the evaluation process Service Providers will receive an outcome notification according to the timetable below, if successful, Service Providers will be required to sign an Agreement for the Provider List and a Service Contract before their Service information will be included on the Provider List and displayed on the Authority's associate webpages.

### Summary

<b>2018</b>	<b>Calendar Month</b>	<b>Open</b>	<b>Close</b>	<b>Appointed</b>
	<b>June</b>	Open for ongoing applications Process 2 (August Commencement)		
	<b>July</b>	Open for ongoing applications Process 3 (September Commencement)	Review Process 2 submissions. Inform Service Providers	Successful Process 1 Providers go live
	<b>August</b>	Open for ongoing applications Process 4 (October Commencement)	Review Process 3 submissions Inform Service Providers	Successful Process 2 Providers go live
	<b>September</b>	Open for ongoing applications Process 5 (November Commencement)	Review Process 4 submissions Inform Service Providers	Successful Process 3 Providers go live

<b>October</b>	Open for ongoing applications Process 6 (December Commencement)	Review Process 5 submissions Inform Service Providers	Successful Process 4 Providers go live
<b>November</b>	Open for ongoing applications Process 7 (January Commencement)	Review Process 6 submissions Inform Service Providers	Successful Process 5 Providers go live
<b>December</b>	Open for ongoing applications Process 8 (February Commencement)	Review Process 7 submissions Inform Service Providers	Successful Process 6 Providers go live

The processing of new applications shall continue upon this schedule. The Authority reserves the right to amend the schedule from time to time, temporarily (e.g. for the Christmas period) or permanently. Any permanent changes to this schedule shall be advertised appropriately.

## 5 BUSINESS TRANSITION ARRANGEMENTS

The Authority's intended approach for working with Service Providers to manage the transition of existing Service Users whose Day Time Support service is commissioned by the Authority to the Provider List is as follows.

There will be two key principles that the Authority will apply when transitioning existing Service Users:

### **Successful Service Providers**

Existing Service Users whose current Service Provider is appointed to the Provider List will remain with their existing Service Provider to ensure continuity of their care and support, unless the Service User expressly chooses otherwise. These existing packages will transfer to the new Provider List Agreement.

### **Unsuccessful Service Providers**

Existing Service Users whose Service Provider is not appointed to the Provider List can have the choice to stay with their existing Service Provider by taking a direct payment or they can choose to transfer to a Service Provider who is on Provider List. The Authority will not commission any further Day Time Support Services with that unsuccessful Service Provider.

Unsuccessful providers may reapply at any time demonstrating they meet the selection criteria.

## 6 ITT TIMETABLE

<b>Ongoing Applications RFQ 15199149</b>	
Issue date	Friday 1 <sup>st</sup> June 2018
Tender application received by Authority	Received in any given calendar month after 1 <sup>st</sup> June 2018.
Tender Evaluation	No later than 15 <sup>th</sup> of the following calendar month
Outcome notification	By the end of same calendar month
Added to Provider List website	Within one week of receipt of all signed Agreements for the Provider List and Service Contracts

Dependant on the volume of applications the Authority can extend these timescales at its sole discretion.

These dates are subject to change at the Authority's sole discretion. Any significant changes to the procurement timetable shall be notified to all Tenderers as soon as practicable. Changes to these dates will be notified to Tenderers via the means of the messaging function within the e-Tendering system. Dates communicated to Tenderers via these means take precedence over the dates listed in the above table.

## **SCHEDULE 2: INVITATION TO TENDER TERMS**

### **7 TENDER SUBMISSION INSTRUCTIONS**

This ITT was advertised as being available to potential Tenderers through the Authority's electronic tendering (e-tendering) system, the Oracle Fusion Supplier Portal.

Tenderers are required to submit their Tender through this same portal, via the Sourcing module within their account:

[Fusion Supplier Portal - Lancashire County Council](#)

Use of this portal does not require the purchase of high specification IT equipment or connections, nor high level personal IT skills/capabilities. Access to the portal and advice/training is free of charge. However, please note the help and assistance provided is to assist Tenderers on use of the e-tendering system and the assistance does not extend to basic IT skills or training. Unfortunately, we will not be able to assist non-PC users in how to use the e-tendering system.

Use of the Authority's e-tendering system will benefit tenderers in terms of efficiency and cost savings when compared with hard copy tender submissions. The Authority is committed to utilising this system for all current and future business/procurement opportunities. Users only need register (for free) with the system once to obtain long term access to the Authority's tendering opportunities.

## **Support**

Oracle Fusion Supplier Portal is the replacement to iSupplier Portal. All existing active suppliers to the Authority will be automatically registered in Fusion.

Guidance will be available within the 'How to do Business with the Council' section of the LCC website.

The contact details for advice or assistance relating to the use of the e-tendering system are:

### **E-tendering Help Desk**

Telephone Number: 01772 534966

Normal support line hours are between 9am and 4.30pm, Monday to Friday

It is the responsibility of the Tenderer to ensure that the contact information it has entered for its organisation within Oracle Fusion is accurate and kept up to date. Important notification messages relevant to this or other tender opportunities may not be received by a Tenderer should the contact information be inaccurate. The Authority cannot be held responsible for any inaccurate or incomplete information entered into the electronic tendering system by a Tenderer.

If at any stage a Tenderer needs to update the contact information held for its organisation this can be completed via Oracle Fusion. The Authority is under no obligation to respond/follow up on automated 'out of office' responses that it may receive from a tenderer.

**Any queries regarding the tender documents or the tender content should be directed via the e-tendering portal using the 'Messages' function.**

### **Electronic Tender Returns – The Tender Submission**

The Tender Return Deadline will be detailed on the e-tendering system. Please allow sufficient time to complete and submit your Tender whilst you become familiar with the portal and how it operates. **No extensions will be given to the Tender Return Deadline due to any potential Tenderer being unfamiliar with, or making mistakes in respect of the portal.**

All aspects (documents/attachments/responses) of the Tender can and must be submitted via the e-tendering system.

The Authority will not accept email or hard copy/paper tender returns in relation to this tender and you must submit your Tender electronically via the e-tendering portal.

You are not permitted to return by email or postal service any element of your Tender. To do so may result in your Tender being disqualified.

You *are* permitted to re-send your Tender again electronically via the e-tendering portal should you realise you have made an error or submitted an incomplete bid as long as you re-submit it before the Tender Return Deadline. You must return ALL of

the documents again – not just the amended or extra documents. Your most recent submission will be taken as your final submission.

The following requirements must be adhered to when submitting Tenders:

- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- Each Tender must be uniquely named or referenced.
- A table of contents must be provided.
- The Selection Criteria Submissions must be in Microsoft Word or Excel format as applicable.

The Tender must be clear, concise and complete. The Authority reserves the right to mark an Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT.

Tenders will be evaluated on the basis of information submitted by the Tender Return Deadline.

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company.

Where the Tenderer is a consortium, the Tenderer must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract.

In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

## **8 Not in Use**

## **9 WORD COUNTS**

The Authority reserves the right to set a limit upon the size of a tenderers response by setting a maximum limit to the number of words. A word limit has been set for the information required within Appendix 4 - Service Information.

Please note that the inappropriate use of hyphens or other punctuation to circumvent word count limits will not be permitted. Hyphens or other punctuation that have been inappropriately used will be removed and word counts will be adjusted accordingly. In determining the correct use of a hyphen, the Authority will have regard to the



provisions set out by the Oxford Dictionary at <https://en.oxforddictionaries.com/punctuation/hyphen>. Beyond that, tenderers should note that any other attempts to circumvent stipulated word counts, by means of inappropriate use of punctuation or otherwise, will not be permitted. In these circumstances, the Authority reserves absolute discretion to take such action as it deems appropriate and proportionate which may include curtailing responses to the published word count (and discarding the remainder) or disqualification of the tender in its entirety.

It is not acceptable for Tenderers to include tables, flow charts, maps, process diagrams, pictures and spreadsheets within Appendix 4a - Service Information

Where it appears that a Tenderer has tried to gain an unfair advantage and distort competition the subsequent Submission may be deemed non-compliant. Any non-compliant proposal may be excluded from the evaluation process.

## **10 CONSORTIA AND SIMILAR ARRANGEMENTS**

It is recognised that the Tenderer need not necessarily be a single economic operator and that Tenderers may wish to partner up to jointly provide the Services required. Please note the same expectations will be placed on the consortium as a single Service Provider.

The Authority will consider Submissions from consortia with the following caveats:

- The Authority will only contract with one lead member, who will need to be identified in section 1.2 of the Selection Stage Questionnaire;
- All consortium members will have joint and several liability – each member is responsible for the actions and omissions of each other;
- Payments will be made by the Authority to the lead member only. The lead member is then responsible for administering payments to the rest of the consortium members;
- The performance of any consortium member will affect and apply to the entire consortium. Poor performance is the responsibility of the consortium and the Authority may issue sanctions against the consortium based on the actions of one member;
- Each member of the consortium must individually complete Parts 1 and 2 of the Selection Criteria Questionnaire. Notwithstanding that the lead member of the consortium will submit a composite response on behalf of all consortium members to Part 3 of the Selection Criteria Questionnaire, satisfactory responses must be received in respect of all consortium members in order the consortium to proceed to the evaluation stage.
- Parts 3 of the Selection Criteria Questionnaire (including for the avoidance of doubt Appendix 4a and 4b) must be completed by the lead member of the

consortium on behalf of all consortium members and essential subcontractors for all Services.

- In the event of a consortium bid all members must be named and the Authority reserves the right to approve the contents of the agreement. **The Authority will request a copy of the consortia agreement during the evaluation stage of the procurement process.**

Please ensure the agreement includes as a minimum;

- A joint and severance liability clause
- Specific provisions relating to circumstances where the consortium is found to be at fault in its delivery of the services, up to and including provisions for a worst case scenario such as the negligent death of a service user are necessary
- Any applicable dispute resolution procedure.

**Please note:** All Tenderers bidding as a consortium will be required to provide a Consortium Agreement, including those with the same parent company.

### **Amendments to Consortia and Similar Arrangements**

Provided that the continuation of a Tenderers participation in the procedure does not mean that other Tenderers are placed at a competitive disadvantage, Tenderers are advised of the following permitted amendments to consortia and similar arrangements:

1. In the event that a member of a group of economic operators, for example, a member of a consortium and/or sub-contractors or a party to a special purpose vehicle ceasing to be a member of the bidding model (e.g. fails the Selection Criteria or ceases trading), the lead member will have the opportunity to continue their Submission with the member(s) who met the Selection Criteria. The lead member will be required to:
  - Confirm that the elements of the Submission subject to the evaluation are unaffected;
  - give assurances that the amended bidding model will meet the requirements of Service delivery;
  - consider the withdrawal of the Submission where the requirements of Service delivery will not be met; and,
  - consider replacing the sub-contractor(s) / consortium member(s) that have failed the Selection Criteria as required, provided that the new member(s) meet the Selection Criteria.
2. In the event that the lead member of a group of economic operators, for example, a member of a consortium and/or sub-contractors or a party to a special purpose vehicle ceasing to be a member of the bidding model (e.g. fails the Selection Criteria or ceases trading), the remaining members of the bidding model may

continue with their Submission by electing a new lead member. The new lead member will be required to:

- Confirm that the elements of the Submission subject to the evaluation are unaffected;
- give assurances that the amended bidding model will meet the requirements of Service delivery;
- consider the withdrawal of the Submission where the requirements of Service delivery will not be met; and,
- consider admitting new sub-contractor(s) / consortium member(s) provided that they meet the Selection Criteria; and,
- resubmit the Selection Criteria Questionnaire including for the new bidding model and include a Selection Criteria Questionnaire concerning any new members, for evaluation by the Authority.

## **11 SIMULTANEOUS COMPETITION**

Where a Tenderer is affiliated to more than one bidding model for example; Consortia, Subcontracting arrangements, Special purpose vehicles, or as an Individual Tenderer, then the Tenderer is under an obligation to ensure that such arrangements do not detract from its ability to deliver any Services under the Agreement in the event that it is successful in being appointed to Provider List under more than one bidding model.

## **12 TENDERER'S PROPOSALS**

Having considered all the Authority's requirements herein, Tenderers must submit their proposal providing a response in accordance with the requirements of the Documents To Be Returned section in Schedule 1 to this ITT.

## **13 CLARIFICATIONS**

The Authority will endeavour to respond to all reasonable requests for additional information and to specific questions regarding this ITT. If a Tenderer wishes the Authority to treat a question as confidential this must be clearly communicated. The Authority will consider such requests and will contact the relevant Tenderer concerned if it is unable to comply with the request.

Any requests for clarification, including minor points/detail or clarification must be submitted in writing through the e-Tendering system; via the messaging function to the Lead Procurement Officer. Written responses must be secured as a pre-requisite to a Tenderer placing any reliance upon any responses. Oral information will not be held valid unless and until it has been confirmed in writing.

The Authority will not engage in individual discussions with Tenders about the procurement process including but not limited to, the specification.

All clarifications will be published on the e-Tendering system in an open format (requesting Tenderer's identity will not be revealed). During the 10 year validity of the Provider List the Authority reserves the right to consolidate all published clarifications into a Frequently Asked Questions (FAQ) which will be published quarterly along with any new questions.

Requests for clarification will be accepted until the date specified in the Timetable in this ITT.

The information provided in response to a clarification question and the clarification question will be communicated to all Tenderers. Tenderers are required to check for the Authority's responses to clarification requests on a regular basis throughout the procurement.

Tenderers are obliged to promptly notify the Lead Procurement Officer of any ambiguity, inconsistency or error which they discover that could impede their ability to submit a valid Submission within the indicated timescale.

## **14 NOT USED**

## **15 TUPE MATTERS AND PENSIONS**

The Authority considers that the terms of the European Acquired Rights Directive (77/187/EEC), Acquired Rights Directive (98/50/EC), Acquired Rights Amendment Directive (2001/23/EC) and/or The Transfer of Undertakings (Protection of Employment) Regulations 2006 (collectively called "TUPE" in the remainder of this paragraph 24) may apply as part of the transition arrangements and/or transfer of service as part of the Care Managed Service User Service Provider selection arrangements outlined in Schedule 4 of the Invitation to Tender. However, it is the responsibility of Tenderers to form their own views in the light of their own independent professional advice. The applicability of TUPE is ultimately a matter in relation to which Tenderers must reach their own decision. If Tenderers conclude that TUPE is applicable they should take account of the following requirements:

- the need to consult with recognised trade unions and/or employee representatives;
- the need to maintain existing rates of pay and conditions of employment of employees; and
- the need for a successful Tenderer to accept liability in respect of claims for redundancy, unfair dismissal and other claims related to previous employees of the current contractor.
- the need to ensure that appropriate pension arrangements are in place for any transferring employees.

Tenderers are advised to seek independent professional advice as to the effect of TUPE should their tenders be successful.

The Authority cannot and does not warrant either that:

- immediately before the commencement of the Provider List Agreement there will be sufficient staff of the current contractor assigned to the Services and in position to transfer to a successful Tenderer's employment to enable it to satisfactorily carry out the Agreement without reliance on other staff resources, or
- that such staff as are in the post at that time will be willing to transfer to a Tenderer.

TUPE information will not be provided as part of the procurement for the Provider List. On the basis that any potential TUPE transfer could only occur as part of the transition arrangements and/or transfer of service as part of the Care Managed Service User Service Provider selection arrangements outlined in Schedule 4 of the Invitation to Tender.

The Authority is prepared to supply to Tenderers information which it receives from the current contractor in respect of the type of staff presently engaged in the provision of Services under the existing contract(s) in order to enable Tenderers to consider the formulation of the terms of their proposals during the Service Provider process (Schedule 4), subject to such Tenderers who request such information, entering into a confidentiality agreement with the Authority at the time of making any request, unless they have already done so. The Authority gives no warranty as to the accuracy of such information.

It will be a condition of the Agreement that a successful Tenderer, shall undertake to supply such information as the Authority may reasonably require in order to supply workforce information to Tenderers when the contract is retendered.

A successful Tenderer shall provide any successor or any potential successor contractor with any workforce information as may reasonably be required.

Subject to the foregoing, if TUPE is held to apply this will have (amongst others) the following consequences:

- the contracts of employment of the employees affected will not terminate but will continue as if originally made between each such employee and a successful Tenderer ('the Transferee');
- all rights, powers, duties and liabilities in connection with such contracts of employment will by law be transferred from the current contractor ('the Transferor') to the Transferee;
- any existing collective agreements will continue;
- continuance of trade union recognition for relevant employees;
- any dismissal will be unfair if the reason or principal reason for it is a TUPE transfer unless (amongst other things) the matters contained in Regulation

7 of TUPE can be established (economic, technical or organisational reasons);

- specified duties on the Transferor and Transferee to inform employees and consult the relevant employee representatives.

## **PENSIONS**

During the Service Provider Selection process (Schedule 4) Tenderers' attention is drawn to the various pension arrangements currently in operation with the incumbent Service Provider. In preparing their bids, Tenderers will need to take these into account, including any requirements relating to pensions protection.

In addition to the requirements of TUPE, Tenderers will need to be aware of and take into consideration the relevant provisions of The Best Value Authorities Staff Transfers (Pensions) Direction 2007, the Pensions Act 2004 and The Transfer of Employment (Pension Protection) Regulations 2005 (SI 2005/649).

In accordance with The Best Value Authorities Staff Transfers (Pensions) Direction 2007, it is a condition of the Agreement that the successful Tenderer offers any Transferring Employees with continuity of Service whose employment transferred from the Authority at the time of the original outsourcing either continued membership of the LWS or Citrus Pension Plan (as applicable), or alternatively membership of a pension scheme certified by a suitably qualified actuary as offering benefits at least broadly comparable to those available under the LWS and Citrus Pension Plans offered by the incumbent contractor, or if different, the pension plan(s) which those employees were entitled to be members of immediately before the transfer of their employment from the incumbent Service Provider.

## **SCHEDULE 3: GENERAL**

### **19 ANTI-COLLUSION**

Tenderers must confirm in their Submissions that they are submitting a bona fide tender and must certify that this is the case in the Tender Declaration set out at Appendix 6 - Tender Declaration. The Authority shall be entitled to disqualify any Submission where it has contravened the anti-collusion requirements. Where in its reasonable opinion the Authority considers that a bid Submission exhibits characteristics indicative of anti-competitive practices which are likely to distort competition, the Authority reserves the right to conduct such investigations as in its absolute discretion it deems appropriate. In the event that the Authority's investigations conclude that anti-competitive practices are likely to have occurred, the Authority shall be entitled to disqualify any affected Submissions from further consideration.

The Authority will recover the amount of any losses it has suffered if a successful Tenderer is found subsequently to have contravened the anti-collusion requirements or if any person employed by or acting for them, has done or does any of the following:

- Committed an offence Under the Prevention of Corruption Act 1889-1916; OR Commits an offence under the Bribery Act 2010; OR
- Gives or offers a fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

The Authority will not regard as “collusive” any bona fide discussions or disclosure of information of the contents of these documents or of any communications or discussions with the Authority between one or more Tenderers held solely for the purpose of submitting a joint Submission.

Where Tenderers commission support from third party bid writers in the development of their bid, they must take all reasonable steps to avoid allegations of collusion with other tenderers.

Any Tenderer who, in connection with these Contracts:

- Fixes or adjusts its Submission by or in accordance with any agreement or arrangement with any other Tenderer (other than a member of its own consortium);

Or

- Enters into any agreement or arrangement with any other Tenderer that it shall refrain from making a Submission as to the price set out in its Submission;

Or

- Offers or agrees to pay or give or does pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Submission or proposed Submission any act or omission;

Or

- Communicates to any person other than the Authority the amount or approximate amount of any price in its proposed Submission (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Submission for insurance or a contract guarantee bond);

may be disqualified (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

## **20 PREVENT DUTY FOR LOCAL AUTHORITIES**

The Service Provider will have due regard to the need to prevent people from being drawn into Terrorism in line with the 'Prevent Duty for local authorities' within the Counter Terrorism and Security Act 2015. For further information, refer to:

<https://www.gov.uk/government/publications/prevent-duty-guidance>

## **21 ENVIRONMENTAL POLICY STATEMENT**

The Authority has adopted a positive stance with regard to the protection of the environment. Details can be found on:

<http://www.lancashire.gov.uk/council/strategies-policies-plans/environmental/environmental-policy-statement.aspx>

## **22 EQUALITY AND DIVERSITY**

The Authority wishes to put its values into practice by being an exemplary employer and to take a lead in combating discrimination and promoting equality of opportunity throughout Lancashire. To do that we will embrace equality and diversity as a central part of all that we do. Details can be found at:

<http://www.lancashire.gov.uk/corporate/web/?siteid=5580&pageid=30516&e=e>

## **23 COPYRIGHT**

All recipients of this ITT are reminded that copyright in this document and any attachments is vested in the Authority. Therefore any recipient shall not reproduce in any material form (including photocopying or storing it in any medium by electronic means) all or any of this ITT without written permission of the Authority other than for use strictly for the purpose of preparing its Submission.

## **24 SOCIAL VALUE POLICY**

The Public Services (Social Value) Act 2012 places an obligation on the Authority to consider how what is being procured will improve the economic, social and environmental well-being of our local area. The Authority is seeking to increase Social Value in all goods, works and Services that it procures and therefore Social Value may form part of the Service. Details about what Social Value means to the Authority can be found at:

<http://www.lancashire.gov.uk/council/strategies-policies-plans/corporate/approved-social-value.aspx>

## **25 PROCUREMENT PROCESS**

Tenderers will be deemed to understand the process which the Authority is required to follow under European and domestic legislation (particularly in relation to public procurement rules).

## **26 PERFORMANCE AND INFORMATION MANAGEMENT**



Tenderers are directed to pay particular attention to the Authority's requirements in respect of management information, Key Performance Indicators, monitoring and reviews in the terms and conditions.

## **27 GUARANTEES**

If the successful Tenderer is a subsidiary company within the meaning of s.1159 4 of the Companies Act 2006, where the financial assessment has been undertaken in respect of the Tenderer's parent company, rather than the Tenderer, the Tenderer shall, upon request, also provide to the Authority within 28 days of receipt of the Authority's written acceptance of the Submission, a guarantee by its holding company or companies (as defined by the said section of the said Act) to secure the due performance by the successful Tenderer of its obligations to the Authority.

## **28 ARITHMETIC ACCURACY OF THE TENDER**

If the Authority suspects that there has been an error in the Service Charges of the Submission, the Authority reserves the right to seek such clarification as it considers necessary from the Tenderer.

## **29 ABNORMALLY LOW-PRICED TENDERS**

Under Regulation 69 of Public Contracts Regulations 2015, if a Tenderer returns what appears to be an abnormally low-priced Submission, the Authority reserves the right to request an explanation in writing from the Tenderer of the offer or those parts which it considers contribute to the offer being abnormally low. The Authority will take account of the evidence provided and will subsequently verify the Submission or parts of the offer appearing abnormally low with the Tenderer. Only at the end of this clarification period taking into account the individual facts, will the Authority decide whether the offer should be rejected or not. Any Tenderer must return the clarifying information within 48 hours (or such other period of time that may be agreed by the Authority) of receipt of a request from the Authority, via the e-Tendering system.

## **30 CONFIDENTIALITY**

This ITT must be treated as private and confidential. Tenderers must not release details of the ITT other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purposes of preparing their Submission.

All Tenderers will be aware that the Authority is a public authority and therefore subject to the Freedom of Information Act 2000 (the "Act") and other legislation and codes governing access to information. Therefore the Authority reserves the right to disclose any information provided by any Tenderer unless such information is deemed by the Authority to be exempt under the Act or other legislation or codes governing access to information.

Tenderers are asked not to discuss this tender process with Service Users prior to award so as to avoid any unnecessary stress or uncertainty. The Authority will instigate

communication with Service Users at the appropriate time. Tenderers will be informed of the details of this communication. If Tenderers would like any clarification of this request they are asked submit this in writing through the e-Tendering system.

### **31 COSTS**

All Tenderers shall be responsible for their own costs, expenses, statutory fees and liabilities relating directly or indirectly to this ITT.

In the event of the acceptance of a Submission by the Authority, the successful Tenderer is responsible for its legal costs and for the costs, expenses and liabilities incurred in making any applications to anybody, and/or the execution of any documentation for the purpose of performing the Contract.

In the event that the Authority, in its absolute discretion, deems it necessary, appropriate or in the Authority's best interests to cancel the procurement process, it will not be liable for any costs or expenses of any kind incurred by Tenderers in the preparation of their Submissions irrespective of the stage the Tenderers Submission is at.

### **32 ALTERATIONS**

The Authority reserves the right to make changes of a drafting nature to this ITT and any other tender documentation which must be accepted without reservation. Tenderers will be notified of any and all changes as soon as is possible.

### **33 DISCLAIMER**

This ITT and its attachments have been prepared by the Authority. The information contained in this ITT is not intended to form the basis of a Tenderer's decision on whether to enter into any contractual relationship with the Authority. However its provisions govern the ITT and its operation prior to entering into formal contracts. Whilst all materials supplied to Tenderers have been prepared in good faith, the information contained in this ITT does not purport to be all inclusive or to contain all the information that Tenderers may require. Tenderers are responsible for making such checks and investigations as they consider appropriate.

Although every care has been taken in preparing this document, its contents do not and are not intended to constitute any form of representation, warranty or undertaking, express or implied. No responsibility or liability will be accepted by the Authority or any of its employees, servants, agents or advisers ("Representatives") if this document or any other written or orally communicated information or data made or to be made available to any person is inaccurate or incomplete in any way.

Tenderers are therefore responsible for making such checks and investigations as they consider appropriate.

Neither the receipt of this document nor any information contained in it or distributed with it or subsequently communicated to any person is or is to be taken as constituting

the giving of investment advice by the Authority or any Representatives.

The Authority reserves the right at any time;

- to change its procedures and/or criteria or processes for procurement for this project;
- not to follow up this document in any way and/or to withdraw from the process;
- not to award a contract; or
- to alter the timetable for the procurement process to contract award.

No expense incurred by any person will be reimbursed and neither the Authority nor any of their Representatives will as a result be liable in any way to any person.

### **34 SUBMISSION QUALIFICATIONS**

Please note that the Authority cannot accept any qualifications to this ITT.

A qualification is a restriction or condition which the Tenderer attaches as part of their Submission. Any qualification recorded in a Tenderer's Submission may result in the disqualification of the Tenderer(s) from the procurement process.

Tenderers will then have the opportunity to re-submit their application following the 'Ongoing Applications' timescales.

All requests for clarification on any terms and conditions within this procurement process must be made via the procedure detailed above, under the heading 'Clarifications'.

### **35 SUBMISSION ACCEPTANCE**

The Authority does not bind itself to accept any Submission.

The Authority will make every effort to reach a decision on the award of any Contract(s) within 180 days of the Tender Return Deadline. Submissions must therefore remain open for acceptance for a minimum of 180 days from the initial application Tender Return Deadline or if after this date, the date the application was submitted.

NO UNAUTHORISED alterations or additions should be made to any part of the procurement documents issued to Tenderers. Submissions **MUST NOT** be accompanied by any covering letter or any statement that could be considered as rendering the Submission conditional and/or placing it on a different footing from other Submissions.

All Tenderers shall be deemed to have checked for and removed all errors from their Submission prior to submitting the tender.

Failure to provide a clear response to all questions may disqualify a Submission from the procurement process. All information and attachments must be referred to by page and section number.

Please note that there can be NO negotiation on the form of Agreement in this procedure for procurement.

It is the expectation of the Authority that the time from nomination of a successful Tenderer to the signing of the Provider List Agreement should be kept to a minimum and should not exceed 10 Business Days.

In the event that the Authority does not receive the signed Provider List Agreement within 10 Business Days of it being sent to the successful Tenderer following the decision to award the contract, Lancashire reserves the right to disqualify the Tenderer.

Similarly, in the event that a successful Tenderer attempts to enter into negotiations regarding the terms of the Agreement following contract award, the Authority reserves the right to view this as a rejection of its offer to contract with the successful Tenderer and to reject the tender unless that Tenderer resiles from such attempts to negotiate and returns the signed contract to the Authority within 10 days of being requested to do so.

### **36 INFORMATION**

Each Tenderer is responsible for obtaining all information necessary for the preparation and Submission of its tender; and all costs, expenses, statutory fees and liabilities incurred by each Tenderer in connection with this ITT and with the preparation and Submission of any tender shall be borne by that Tenderer.

### **37 ACCOUNT MANAGEMENT**

The successful Tenderer will appoint an Account Manager with full authority, responsibility and accountability for the management of any contracts awarded to it. The Account Manager will be expected to work closely with the Authority to ensure the smooth running of any contracts.

## **SCHEDULE 4: SERVICE PROVIDER SELECTION**

This Schedule 4 sets out how a Service User selects a Service Provider depending on the category of the Service User. There are broadly speaking three categories of Service Users (1) Care Managed Service Users (via Lancashire County Council Care Navigation Service); (2) Direct Payment Service Users and (3) Privately Funded Service Users.

All Service Users will have access to the Provider List and its associated web pages and the Service User (family and carers as appropriate), will be able to directly refer itself to its chosen Service Provider.

## **(1) Care Managed Service Users**

Service Providers must use LCC portal for the purposes of charges and payments or any other method as specified by the Authority from time to time.

1. Where Care Managed Service Users require daytime support, the selection procedure can be by one of the following methods (in no specific order):

- 1.1.1 The Care Managed Service Users shall have the right to choose their Service Provider themselves and then inform their social worker.
- 1.1.2 The Care Managed Service Users choose to use Lancashire County Council Care Navigation Service to support them and the Care Managed Service User chooses their Service Provider themselves.
- 1.1.3 The Care Managed Service Users choose to use Lancashire County Council Care Navigation Service to support them and ask their social worker to choose the Service Provider which best meets their needs.
- 1.1.4 Any other process that meets the requirement of the Provider List set out in the procurement documents.

1.2 If the Care Managed Service Users choose to be supported by Lancashire County Council Care Navigation Service to source a Service Provider (1.1.2 and 1.1.3), the following process will be followed:

- 1.2.1 Lancashire County Council Care Navigation Service will contact Service Providers with details of the Care Managed Service User needs/requirements. This will initially be done by telephone, however during the development of the Provider List the request process may transfer to Oracle Sourcing. Where this occurs the Service Providers will be given adequate notice of this change.
- 1.2.1 Once informed the Service Providers will confirm to Lancashire County Council Care Navigation Service that they are available to meet the needs of the Service User by the method and timeframes as stipulated.
- 1.2.2 The selection of the Service Provider can be by one of the following methods:
  - 1.2.2.1 The Care Managed Service Users shall have the right to choose their Service Provider themselves and where appropriate the Service User's family or carers.
  - 1.2.2.2 The Care Managed Service Users ask their social worker to choose the Service Provider which best meets their needs.

1.3 The following criteria can be applied (in no specific order) when choosing a Service Provider:

- Care Managed Service Users available budget
- Availability
- Meets Service User needs
- Location

1.4 The Services commissioned via the above process will be delivered in accordance with the Day Time Support Service Contract (Invitation to tender appendix 1b).

**(2) & (3) Privately Funded Service Users and Direct Payment Service Users**

2. Service Users both privately funded and those who receive their personal budget via direct payments will themselves make direct contact from Provider List and its associated webpages as the Service User considers appropriate. The Service Provider will contract directly with the Service User (see Quality Standard 3 in Schedule 2) so the Authority will not be involved in the low level detail however the Service Provider will provide all its Services to any Service User in accordance with the terms and conditions of the Provider List Agreement (Appendix 1a).
3. Privately Funded Service Users and Service User who receive their personal budget via a direct payments do have the option to ask Lancashire County Council Care Navigation Service to assist with identifying a Service Provider from the Provider List. This does not occur often but where it does then the Care Managed Service User selection 1.1-1.4 above will apply save for the service contract will be between the Service Provider and the Service User and for the avoidance of doubt the Authority nor Lancashire County Council Care Navigation Service will not be privy to any agreement between the Service User and the Service Provider in this method of Service Provider Selection.
4. For Privately Funded Service Users and Direct Payment Service Users the Service Provider will invoice the Service User directly.