

CALL OFF PROCEDURE – Lot 1a Break Time

For avoidance of doubt in this Call Off procedure "Services" shall mean all services to be performed as described within the Service Contract Service Specification Schedules 1-7 as applicable.

"Service User" shall mean the Child or young person, their family, or a recognised advocate or guardian of the Service User.

1. Stage 1 – *Gaining a place on the Provider List*

- 1.1. Applicants will apply using this procurement process to gain a place on the Provider List. Applicants will follow this application process and provide information of services they offer and an indicative price (Charges) for those services. Following an assessment of quality and price, as details in this ITP and Appendix 5 Application Evaluation Criteria successful Applicants will be awarded a place on the Provider List.

2. Stage 2 - *Parent/Carer Annual Break Time Registration*

- 2.1. Parents and carers are required to submit to the Authority an Annual Break Time Registration and if they meet the eligibility criteria they will be allocated up to 78 hours per child for the year to allow parents/carers to have a break from their caring responsibilities. During this registration process the Authority will gather the child's interests and requirements to inform the call off process briefly described below.

3. Stage 3 – *Request for Services (Call Off)*

- 3.1. Services for Lot 1a Break Time ordinarily will be commissioned via the Annual Block Booking process describe in paragraph 7, however could be arrange in any one of the five call off process described in this document paragraphs 7-12.
- 3.2. It is intended that the Authority will be using the information from the parent/carers Annual Break Time Registration to inform the volume and types of Break Time Services to block book for the year (April – March). However, the Authority reserves the right to request Services at any time.
- 3.3. Service Providers under this Agreement will be kept informed of known advanced programmes of Call-Off where these have been identified.
- 3.4. The Authority expects Service Providers under this Agreement to be mindful of their overall workload and, if there is a possibility of over-commitment or resource shortages, to provide immediate notice of the same to the Authority's Key Personnel.
- 3.5. Services shall be awarded in compliance with the principles of equal treatment and transparency. This Call-Off procedure necessarily provides flexibility in the way the Authority will formulate and award Break Time Service with the intention of providing the best possible care and support to Service Users.

4. Stage 4 – *Parent /Carers booking a place for their Child or Young Person*

- 4.1. Once the Request for Services has been completed the successful Service Provider's details will be provided to the parents/carers. Eligible children and young people with support from their parent/carer can then choose to book their 78 hours with up to 2 of the selected Break Time Service Providers for the year

ahead. The Authority will review the right to split hours across two Service Providers, and as such this would be subject to change after year one.

ALLOCATION OF WORK

5. Services for Lot 1a Break Time ordinarily will be commissioned via the Annual Block Booking process describe in paragraph 7, however the Authority could arrange Services in any one of the five call off process described in this document paragraphs 7-12

6. Services awarded will be based upon the Specification, Service Contract and Service Contract Data form. Using the Call-Off Procedure, the Authority will refine specific requirements within the Service Contract Data form (Schedule 7 of the Service Contract) in terms of:

6.1. The **scope**, where the terms of the Call-Off:

6.1.1. Will establish what Services are to be included in the Service Contract and what Services are to be excluded from the proposed Service Contract as identified in the Service Contract Data form;

6.1.2. May establish specific dates for Service delivery such as dates, times, term time, non-term time and bank holidays;

6.1.3. May establish Service Contracts with defined provision to flexibly increase or decrease service volumes beyond the changing needs of Service User(s) based on criteria communicated at the point of call-off, taking the form of a percentage of value, number of Service Users, number of hours, number of sessions number of days, geography or other defined measures;

6.1.4. Will establish a Service Contract Commencement Date as occurring at a point within 12 months of the call off procedure concluding;

6.1.5. Will establish a Service Contract with any length of Initial Term and any number of extension provisions provided at all times that the length of time the Service Contract does not, including any extensions, exceed 7 years;

6.1.6. May establish a Service Contract with extension provisions dependent upon the Providers' performance against requirements with regard to service outcomes and/or;

6.1.7. Will establish the Service Contracts principal termination event in circumstances where this is not expiration of the Service Contract term. Alternate principal termination events may include:

i. circumstances where Service User(s) no longer require the Services;

ii. circumstances where the specified Service is no longer fit for purpose; or,

- iii. circumstances where the Authority, Service User or Provider may give notice.

6.2. The contracting model, where the terms of the Call-Off:

- 6.2.1. Will establish the basis upon which the Charges would be paid for specific services. This will be the rate established at Provider List award but may establish the basis for Charges as;
- iv. Session rates;
 - v. hourly rates;
 - vi. Charges to be paid based upon actual service volumes delivered;
 - vii. performance related;
 - viii. being set by the Authority;
 - ix. arising out of further competition between Service Providers with the option to use ceiling and/or floor rates, and/or,
 - x. Any combination of these options.

6.3. Any specific requirements, where the terms of the Call-Off:

- 6.3.1. May identify the Services to be provided with or without a description of the specific Service User(s) and their needs;
- 6.3.2. May identify the location or geographical area where the Services are to be provided by the successful Service Provider(s); and/or,
- 6.3.3. May identify additional selection criteria including relevance of CQC/Ofsted registration information, equipment, specialist experience, training or qualifications, in the context of commissioning services for Service Users with complex behaviours or other requirements such as criteria relating to the culture and identity of the Service User.
- 6.3.4. Any other aspect of the proposed Service Contract notified at the point of Call-Off.
- 6.3.5. May establish the call-off contract with any combination of the above elements.

7. Request for Services - Annual Block Booking

- 7.1. For every Service awarded by Request for Services, the Authority shall contact in writing via Email or any subsequent system the Service Providers capable of performing the Service.
- 7.2. For the avoidance of doubt, a Service Provider may be deemed not capable of performing the contract and therefore not invited to participate where the Service Provider is subject to sanctions in respect of any failings in regard to the service performance of any Service delivered by the Service Provider under this Agreement.

7.3. It is intended that the Authority will be requesting Services for the forthcoming year from Service Providers on an annual basis and volume will be based on the demand of the Service following the Parent/Carer Annual Registration Process.

7.4. The proposed Service(s) requested via the Service Contract Data Form will substantially be in the form advertised at the outset of the Provider List, though the Request for Services documents will include a Service Contract Data document which will provide clarity in respect of:

- i. The scope
- ii. The contracting model
- iii. Any specific requirements
- iv. Any other aspect of the Service Contract as appropriate

7.5. The Authority will send the Service Contract Data form as a Request for Service via Email or any other appropriate systems. Service Providers will have the opportunity to make themselves available to meet the requirements and provide their commitment to deliver the required sessions.

7.6. The Service Provider must respond to all requests submitted by the Authority via Email or any subsequent systems or, in the alternate, the method specified by the Authority from time to time. If the Service Provider cannot meet the requirements of the request they must respond to the Authority via Email (or subsequent systems) detailing the reasons why.

7.7. The Authority will consider all responses which meet the requirements as stated in the Service Contract Data Form. The Authority will use the price (or Charges) submitted through the Request for Service to calculate a price score and add this to Quality Score received at Application stage to provide a total Call Off Quality/Price Score. The Authority will rank the Service Providers in order of the highest Call Off Quality/Price Score. Break Time Services will be awarded to the highest-ranking Service Provider and then the next highest-ranking Service Provider and so on until all required Break Time sessions are filled.

7.8. Following award, the Contract Service Data form will for issued to the successful Service Provider(s) for signature.

7.9. In the event of no Service Provider in the Lot making themselves available for selection, then the Service may be offered to Service Providers in other suitable Lots by sending the Service Contract Data form to Service Providers in other suitable Lots before being commissioned outside the scope of the Provider List Agreement.

8. Request for Services - Ad Hoc Sessions

8.1. In addition to the Annual Block Booking of Services described above at 7, the Authority reserves the right to request Services from Service Providers at any time to ensure Service Users needs are met.

8.2. The Authority will follow the process as described above 7.4-7.9.

9. Service User choice

- 9.1. For the avoidance of doubt Service User Choice includes a decision taken by, or a combination of, the Service User, their family, or a recognised advocate, guardian or social worker or similar SEND professional of the Service User.
- 9.2. Where a Service User or group of Service Users has indicated a choice of Provider to supply all or an element of the Services, and the Authority is satisfied that the proposed Service Contract;
 - 9.2.1. Will be held by a Service Provider that will meet the needs of the Service User(s);
 - 9.2.2. Delivers Services which in the absolute discretion of the Authority are proportionate to the needs of the Service User(s); and,
 - 9.2.3. Identifies and refines the contract Scope and the Contracting Model within the Service Contract Data Form as described by this Call-Off Procedure;
 - 9.2.4. a Service may be agreed.
- 9.3. The Authority may only rely upon Service User Choice as a method to award the required Service in the event that agreement can be reached between the Authority and Service Provider in respect of the Scope and the Contracting Model as set out in the Service Contract Data form.
- 9.4. The Charges for any Services established through Service User Choice will be the price established at Provider List award with the addition of any annually agreed uplifts or in exceptional circumstances, mutually agreed by the Authority and Service Provider on the basis of an open book costing exercise.

10. Direct Award may be utilised:

- 10.1. If any service specific factors or operational reasons apply including:
 - 10.1.1. Where, at the sole determination of the Authority, it would be significantly detrimental to the health or well-being of one or more Service Users to have a change in Service Provider, a direct award may be made to their existing Service Provider for the Services. It is anticipated that generally, a Service User may exercise their rights to personal choice of Service Provider but in the event that they do not, the Authority reserves the right to directly appoint a Service Provider, acting reasonably at all times.
 - 10.1.2. A Service Provider's previous knowledge of the Service User(s);
 - 10.1.3. A Service Provider's specialism means it can be evidenced there is only one Service Provider that is capable of meeting the Service User's requirements;
 - 10.1.4. Location of Service Provider's service means it can be evidenced there is only one Service Provider that is capable of meeting the Service User's requirements;
 - 10.1.5. A Service Provider is identified as part of legal proceedings;
 - 10.1.6. Where a Request for Service process or Mini Competition has taken place and the successful bidder has withdrawn from the Service Contract, or the successful Service Provider fails to commence the Service Contract, the Authority reserves the right to directly award the Services to the next placed Service Provider.

- 10.1.7. Where no response, or no suitable response, has been submitted in response to a Request for Services or Mini Competition, provided that the initial conditions of the Service Contract are not substantially altered; and/or,
- 10.1.8. Insofar as is strictly necessary where, for reasons of urgency brought about by events unforeseeable by the Authority, there is insufficient time to undertake a Request for Service process or Mini Competition.
- 10.2. The Charges for any Service Contract established through Direct Award will be the price established at Provider List award with the addition of any annually agreed uplifts or in exceptional circumstances, mutually agreed by the Authority and Service Provider on the basis of an open book costing exercise.

11. Mini Competition

- 11.1. For the following Services and any other circumstance in which the Authority decides appropriate, a Mini Competition may be utilised:-
- i. Complex care services
 - ii. Planned service provider failure or closure
 - iii. Specific location of care services
 - iv. Parental group preference
- 11.2. For every Service to be awarded, the Authority shall consult all Service Providers capable of performing the Services in this Lot.
- 11.3. The Authority shall fix a time limit which is sufficiently long to allow tenders for each specific Service to be submitted by Service Providers, taking into account factors such as the complexity of the Services and the time needed to send in offers;
- 11.4. Offers shall be submitted via Email or any subsequent systems.
- 11.5. The Authority shall award each Service(s) to the Service Provider that has submitted the highest scoring tender on the basis of the award criteria set out below.
- 11.6. The exact weightings of the evaluation criteria will depend on the complexity and nature of the Services and the more precisely formulated requirements of the Services established by the Mini Competition documents.

- i. The quality weighting will range from 0-60% and will be made up of:

Quality Criteria	Weighting
Service Delivery/Migration/ Workforce Requirements	Weighted at/between 0 and 30%
Quality, Outcomes and Safeguarding	Weighted at/between 0 and 30%
Total Weighting:	Not more than 60%

- ii. And the price weighting will range from 0 - 40% (to give a total score out of 100%). Service Providers will be permitted to submit a price higher, lower or the same as the rate established at Provider List award with the addition of any annually agreed uplifts on the basis of an open book costing exercise.
- iii. The Authority shall have the discretion to conduct competitions of the basis of price evaluation only.

11.7. In the event of no Service Provider in the Lot making themselves available for selection by the Authority as part of the Mini Competition then the Services will be offered to Service Providers in other suitable Lots before being commissioned outside the scope of the Provider List Agreement.

12. **Establish a Sub-List of Approved Service Providers.** A Mini Competition as described at paragraph 11, or the application of refined selection criteria as described at 6.3.3 may be used to establish a Sub-List of Service Providers, arranged by the Authority to undertake special projects.

12.1. A Sub-List may be open or closed to new entrants.

12.2. Any process used to establish a Sub-List may stipulate the minimum, maximum or actual number of Service Providers to be appointed.

12.3. Mini Competitions held among invited Sub-List members or Service User Choice may be used to award Service Contracts.

12.4. A Sub-List may be established for a period of up to seven years but must not exceed the current end date of the Provider List Agreement.

12.5. The creation of any Sub-List is to be undertaken in accordance with the principles of equal treatment and transparency. Furthermore, Authority will on each occasion record the basis on which it has made its decision to create a Sub-List.