

CALL OFF PROCEDURE - Lot 1b, Lot 2a and Lot 2b, Lot 3 and Lot 4

1. For avoidance of doubt in this Call Off procedure "Services" shall mean all service to be performed as described within Service Contract Schedules 1-7 as applicable. "Service User" shall mean the child or young person, their family, or a recognised advocate or guardian.
2. At the earliest opportunity, existing service arrangements along with any new Service requirements to be considered for this Provider List Agreement will be scheduled for Call-Off under the terms of this Provider List.
3. 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.
4. Services for Service Users (child or young person receiving or using the Service) that have not chosen to take a direct payment, whose assessed hours are commissioned by the Authority with care and support provided in line with the Service User's eligible needs and outcomes and will be subject to one of the three Call Off Procedure set out below:

ALLOCATION OF WORK

5. Request for Services

5.1. Request for Services–Business Transition Lot 2a, Lot 2b, and Lot 3.

- 5.1.1. In the event that an existing Service User is receiving a service subject to Business Transition from a Service Provider that has been successful in being appointed to the Provider List Agreement in the corresponding Lot:
 - a) Individual Service Users and/or their Parent/Carer/Advocate will be offered the choice to maintain their existing Service Provider where their existing Service Provider can meet their needs when considering their Child's Plan.
 - b) In the event that the Service User and/or their Parent/Carer/Advocate chooses to receive Services from their existing Service Provider, their Service will be commissioned with their existing Service Provider under the terms of the Provider List Agreement.
 - c) In the event that the Service User and/or their Parent/Carer/Advocate does not wish to receive Services from their existing Service Provider, the Service User shall be considered as being subject to Clause 5.1.2 of this Call Off Procedure.
- 5.1.2. In the event that an existing Service User is receiving a Service subject to Business Transition from a service provider that has **not** been successful in being appointed to the Provider List Agreement or is not appointed to the corresponding Lot in which the Service User service belongs, or if Clause 5.1.1(c) applies:
 - a) Individual Service Users and/or their Parent/Carer/Advocate will be offered the opportunity to make a choice of Service Provider from the

Service Providers within the relevant Lot of the Provider List Agreement or ask the Authority to choose a Service Provider on their behalf.

5.1.3. In the event that the Service User and/or their Parent/Carer/Advocate chooses to make a choice of Service Provider, their Care Service shall be considered as being subject to Clause 7 of this Call Off Procedure.

5.1.4. In the event that the Service User and/or their Parent/Carer/Advocate asks the Authority to choose a Service Provider on their behalf:

- i. Any number of required Service Requests shall be arranged into suitable groupings by the Authority.
- ii. The Authority will send a Short Break Form (see Schedule 5 of the Service Contract) (or any subsequent form) via Email or any subsequent systems. Service Providers will have the opportunity to make themselves available to meet the needs of the Service User. *Please note that this form and system used to send the form may change throughout the Provider List agreement.*
- iii. Alternatively, the Authority may also send Short Break form from time to time from outside of an email request or any subsequent system including but not limited to requests from the Authority's social work staff.
- iv. 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 accept the Service as described in the Short Break form they must respond to the Authority via Email (or any subsequent systems) detailing the reasons why.
- v. The Authority will consider all responses and the Service will be awarded to the Service Provider who are able to meet the requirements as specified in the Short Break Form (or any subsequent form), if more than one Service Provider expresses a desire and is able to deliver the required Service, the Service Provider who scored the highest Call Off Quality/Price score will be awarded the Service.
- vi. Following the award decision, the relevant Child's Plan will be shared and the successful Service Provider(s) will be required to sign the Short Break Form.
- vii. 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 before being commissioned outside the scope of the Provider List Agreement.

5.2. Request for Services after Provider List Agreement Commencement Date – Lot 1b, Lot 2a, Lot 2b, Lot 3 and Lot 4

5.2.1. In the event that a Service User's Service is commissioned after the Provider List Agreement Start Date, or if Clause 5.1.2(b) applies:

- a) The Authority will send a Short Break Form (or subsequent form) via Email or any subsequent systems. Service Providers will have the opportunity to make themselves available to meet the needs of the Service User(s). *Please note that this form and system used to send the form may change throughout the Provider List agreement.*
- b) Alternatively, the Authority may also send Short Break Form from time to time from outside of an email request or any subsequent system including but not limited to requests from the Authority's social work staff.
- c) 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 accept a Service as described on the Short Break Form they must respond to the Authority via Email (or subsequent systems) detailing the reasons why.
- d) The Authority will share all acceptances which meet the requirements as set out in the Short Break Form with the Service User(s) and/or their Parent/Carer/Advocate who has the right to choose their Service Provider.
- e) In the event that the Service User asks the Authority or any other organisation acting on behalf of the Authority to choose a Service Provider on their behalf then the Service Provider will be chosen using the following methodology:
 - i. The Authority will consider all responses and the Service will be awarded to the Service Provider who are able to meet the requirements as specified in the Short Break Form, if more than one Service Provider expresses a desire and is able to deliver the required Service, the Service Provider who scored the highest Call Off Quality/Price score during the Application evaluation will be awarded the Service.

- ii. Following the award decision, the Service Users Plan (Child' Plan) will be shared and the successful Service Provider(s) will be required to sign the Short Break Form.

- f) 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 before being commissioned outside the scope of the Provider List Agreement.

6. Mini Competition

6.1. 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 service
- iv. Parental group preference

6.2. For every Service to be awarded, the Authority shall consult all Service Providers capable of performing the Services in that Lot(s).

6.3. 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;

6.4. Offers shall be submitted via Email or any subsequent systems.

6.5. 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.

6.6. 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.

6.7. 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%

- 6.8. 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.
- 6.9. The Authority shall have the discretion to conduct competitions on the basis of price evaluation only.
- 6.10. In the event of no suitable 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.

7. Service User Choice

- 7.1. 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.
- 7.2. Where a Service User or group of Service Users has indicated a choice of Provider to deliver all or an element of the Services, and the Authority is satisfied that the proposed Service Contract;
- i. Will be held by a Service Provider that will meet the needs of the Service User(s);
 - ii. Delivers Services which in the absolute discretion of the Authority are proportionate to the needs of the Service User(s); and,
 - iii. Identifies and refines the contract scope and the contracting model within the Short Break Form, Child's Plan as described by this Call-Off Procedure;
 - iv. a Service may be agreed.
- 7.3. 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 Short Break Form, Child's Plan.
- 7.4. 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.

8. Direct Award may be utilised:

- 8.1. If any Service specific factors or operational reasons apply including:
- v. 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.

- vi. A Service Provider's previous knowledge of the Service User(s);
- vii. 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;
- viii. 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;
- ix. A Service Provider is identified as part of legal proceedings;
- x. Where a Request for Services process or Mini Competition has taken place and the successful Service Provider has withdrawn from the Service, or the successful Service Provider fails to commence the Service, the Authority reserves the right to directly award the Service to the next placed Service Provider.
- xi. Where no response, or no suitable response, has been submitted in response to the Request for Service process or Mini Competition, provided that the initial conditions of the Service Contract are not substantially altered; and/or,
- xii. 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 Services process or Mini Competition.

8.2. The Charges for any Service 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 Provider on the basis of an open book costing exercise.

9. **Sub-List of Approved Service Providers.** A Mini Competition as described at Clause 6 may be used to establish a Sub-List of Approved Service Providers, arranged by the Authority to undertake special projects.

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

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

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

9.4. A Sub-List may be established for a period of up to four years.

9.5. 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 narrow down the field in order to create a Sub-List.

