

## Appendix 6 – Call-Off Procedure

1. Service Contracts shall be awarded in compliance with the principles of equal treatment and transparency. This Call-Off Procedure necessarily provides flexibility in the way the Contracting Body will formulate and award Service Contracts with the intention of providing the best possible care and support to Service Users.
2. Service Contracts awarded will be based upon the Specification and Service Contract. Using the Call-Off Procedure the Contracting Body will refine specific requirements in terms of:
  - 2.1 The scope, where the terms of the Call-Off;
    - (a) Will establish what services are to be included in the proposed Service Contract and what services are to be excluded from the proposed Service Contract.
    - (b) Will establish Service Contracts that consist of;
      - (i) a specified number of units, including circumstances where services for compatible needs are to be delivered in a number of apartments, tenancies or hybrid provision within a building is the requirement;
      - (ii) groups of specified numbers of units, including circumstances where services for compatible needs are to be delivered in a number of apartments, tenancies or hybrid service provision, within a number of buildings is the requirement;
      - (iii) a group of named or unnamed individuals (or a combination of named or unnamed individuals), including circumstances where specialist services for complex behaviours or needs is the requirement; and/or,
      - (iv) a single named or unnamed individual including circumstances where specialist services for complex behaviours or needs is the requirement;
      - (v) long term services where it is not intended that the Service User(s) will move on, short term services where it is intended the Service User(s) will move (such as a crisis type provision) or a mixture of long and short term service provision.
    - (c) 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 units, number of Service Users or other defined measure;
    - (d) May establish Service Contracts for accommodation based services that are not associated with specific accommodation;
    - (e) May establish Service Contracts for services that are associated with identified accommodation. Where the proposed Service Contract concerns services provided at identified accommodation the associated

accommodation will be identified prior to the Call-Off Procedure commencing;

- (f) May establish Service Contracts for services that are contingent upon accommodation (identified or unidentified) that is fit for purpose, for example referencing special access requirements, adaptations and/or bathing facilities.
- (g) Will establish a Service Contract Commencement Date as occurring at a point within 36 months of the call off procedure concluding;
- (h) 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 is in effect, including any extensions, does not exceed 10 years;
- (i) May establish a Service Contract with extension provisions dependent upon the Providers' performance against requirements with regard to service efficiency, improvement, and/or development of service delivery, and/or;
- (j) 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 accommodation is no longer fit for purpose or longer in use;
  - (iii) circumstances where the specified Service is no longer fit for purpose; or,
  - (iv) circumstances where the Contracting Body, Service User or Provider may give notice.

## 2.2 The contracting model, where the terms of the Call-Off;

- (a) Will establish the basis upon which the Charges would be paid for specific services. This could include;
  - (i) Where Charges to be paid are based upon actual service volumes delivered, and/or,
  - (ii) Where Charges to be paid have fixed elements that are not based upon actual service volumes delivered;
- (b) May establish the basis for the Charges as;
  - (i) hourly rates,
  - (ii) weekly rates,
  - (iii) annual rates,
  - (iv) fixed rates,
  - (v) flexible rates,
  - (vi) performance related,

- (vii) being set by the Contracting Body,
  - (viii) arising out of further competition between Providers with the option to use ceiling and/or floor rates, and/or,
  - (ix) Any combination of these options.
- (c) May incorporate an Annual Service Development Proposal, with regard to service efficiency and improvement, developed and agreed between the Contracting Body and Provider, in respect of;
- (i) Decommissioning some 1, 2 and 3 bed or otherwise high cost tenancies;
  - (ii) Reducing costly or unnecessary under-occupancy;
  - (iii) Moving Service Users into supported housing from residential services where appropriate;
  - (iv) The introduction of apartment schemes or other suitable accommodation types;
  - (v) The appropriate reduction, removal or reconfiguration of night time support;
  - (vi) Any other appropriate reduction in care and support volumes;
  - (vii) The introduction of technology;
  - (viii) Effective collaboration between Providers
  - (ix) The implementation of a time bound savings objective or objectives of between 1% and 20% of value depending on opportunity assessments; and,
  - (x) Any other measures the Contracting Body considers appropriate.

It is acknowledged that the proposed outcomes of each Annual Service Development Proposal are likely to be different from one Service Contract to the next;

- (d) May establish the proposed Service Contract as being inclusive of appropriate incentive arrangements inclusive of reasonable and attainable targets that are unambiguously agreed between the parties, focussing upon mutually beneficial improvements to the efficiency and efficacy of service delivery;
- (e) May establish governance for nomination rights in respect of:
- (i) The period of time for each the Contracting Body may hold exclusive nomination rights for the units concerned;
  - (ii) The Allocations Policy that may be applied to nominations; and/or;
  - (iii) The arrangements for payments concerning support or housing voids.
- (f) May establish the call-off contract with any combination of the above elements.

2.3 Any specific requirements, where the terms of the Call-Off;

- (a) May identify the Services to be provided with or without a description of the specific Service User(s) and their needs;
- (b) May identify the type or types of accommodation where the Services are to be provided by the Provider(s);
- (c) May identify the location or geographical area where the Services are to be provided by the successful Provider(s); and/or,
- (d) May identify additional selection criteria including relevance of CQC registration information, 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.

2.4 Any other aspect of the proposed Service Contract notified at the point of Call-Off.

3. Service Contracts under this arrangement are intended to be awarded in one of three ways:

### 3.1 Mini-Competition

- (a) Save where Direct Award or Service User Choice applies Service Contracts will be awarded pursuant to a Mini-Competition.
- (b) For every Service Contract to be awarded by Mini-Competition, the Contracting Body shall contact in writing the Providers capable of performing the contract and the Mini-Competition documents will be made available to them.
- (c) For the avoidance of doubt, a Provider may be deemed not capable of performing the contract and therefore not invited to participate where the Provider is subject to the 'Addressing Poor Performance' provisions referred to in the Contract Management Strategy, the Escalation Policy or is presently subject to other comparable sanctions in respect of any failings in regard to the Service Standards of any Service Contract held by the Provider.
- (d) The proposed Service Contract will substantially be in the form advertised at the outset of the Approved Provider List, though the Mini-Competition documents 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 or Mini-Competition as appropriate
- (e) The Contracting Body shall fix a time limit which is sufficiently long to allow responses for each specific Service Contract to be submitted,

taking into account factors such as the complexity of the subject-matter of the Service Contract and the time needed to prepare responses. This time limit shall be not less than 10 days.

- (f) Providers' responses shall be submitted in writing, and their content shall not be opened until the stipulated time limit for reply has expired.
- (g) The Contracting Body shall award each Service Contract to the Provider that has submitted the best tender on the basis of the award criteria set out in the Mini-Competition documents.
- (h) Ordinarily the quality weighting will range from 0-60%. Exact weightings will depend on the complexity and nature of the Services to be delivered and will be published with each Mini Competition. Quality weightings will comprise of:

<b>Quality Criteria</b>	<b>Weighting</b>
Service Outcomes & Delivery	Weighted at/between 0 and 20%
Service User Transition	Weighted at/between 0 and 20%
Workforce Requirements	Weighted at/between 0 and 20%
Quality, Safeguarding and Risk Management	Weighted at/between 0 and 20%
Enablement / Independence	Weighted at/between 0 and 20%
Social Value	Weighted at/between 0 and 20%
Service Improvements	Weighted at/between 0 and 60%
Other criteria as identified at mini-competition stage	Weighted at/between 0 and 60%

- (i) The Price Criteria weighting will range from 40-100%.
- (j) Alternatively, in the event that the Contracting Body determines the value of the Charges, the Mini-Competition evaluation will be conducted on the basis of 100% Quality Criteria.
- (k) Participating Providers will then be informed of the outcome of the Mini-Competition.

### 3.2 Service User Choice

- (a) For the avoidance of doubt Service User Choice includes a decision taken by the Service User, their family, or a recognised advocate or guardian of the Service User.
- (b) 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 Contracting Body is satisfied that the proposed Service Contract;
  - (i) Will be held by a Provider that will meet the needs of the Service User(s);

- (ii) Delivers Services which in the absolute discretion of the Contracting Body are proportionate to the needs of the Service User; and,
  - (iii) Identifies and refines the contract Scope and the Contracting Model as described by this Call-Off Procedure;
- a Service Contract may be agreed.

- (c) The Contracting Body may only rely upon Service User Choice as a method to award a Service Contract in the event that agreement can be reached between the Contracting Body and Provider in respect of the Scope and the Contracting Model, and in particular any Annual Service Development Proposal.
- (d) The Charges for any Service Contract established through Service User Choice will be set by the Contracting Body or mutually agreed by the Contracting Body and Provider on the basis of an open book costing exercise.

### 3.3 Direct Award may be utilised

- (a) If any service specific factors or operational reasons apply including:
  - (i) Where, at the sole determination of the Contracting Body, it would be significantly detrimental to the health or well-being of one or more Service Users to have a change in Provider, a direct award may be made to their existing Provider for the services that concern their care and support. It is anticipated that generally, a Service User may exercise their rights to personal choice of Provider but in the event that they do not, the Contracting Body reserves the right to directly appoint a Provider, acting reasonably at all times.
  - (ii) A Provider's previous knowledge of the Service User;
  - (iii) A Provider's specialism means it can be evidenced there is only one Provider that is capable of meeting the Service User's requirements;
  - (iv) Location of Provider's service means it can be evidenced there is only one Provider that is capable of meeting the Service User's requirements.
  - (v) A Provider is chosen in line with a Court Order or Best Interests Decision made by the active professional(s) involved; with regards to a Best Interests Decision;
    - (A) It has been established in accordance with the Mental Capacity Act that the person lacks capacity to make an informed choice about their specific care provider; and
    - (B) The Best Interests Decision must take all relevant factors into account and be recorded formally (including justifiable reasons for choosing a specific Provider and evidence as to why other Providers are unable to meet the Service User's needs) and in accordance with the definition for Best Interests Decisions.

- (vi) Where a Mini-Competition has taken place and the successful bidder has withdrawn from the Service Contract, or the successful bidder fails to commence the Service Contract, the Contracting Body reserves the right to directly award the contract to the next highest ranking provider.
    - (vii) Where no response, or no suitable response, has been submitted in response to a Mini-Competition, provided that the initial conditions of the Service Contract are not substantially altered; and/or,
    - (viii) Insofar as is strictly necessary where, for reasons of urgency brought about by events unforeseeable by the Contracting Body, there is insufficient time to undertake a Mini-Competition.
  - (b) The Charges for any Service Contract established through Direct Award will be set by the Contracting Body or mutually agreed by the Contracting Body and Provider on the basis of an open book costing exercise.
4. A Mini-Competition as described at paragraph 3.1, or the application of refined selection criteria as described at 2.3(d) may be used to establish a Sub-List of Approved Providers, arranged by the Contracting Body to undertake special projects.
- 4.1 A Sub-List may be open or closed to new entrants.
  - 4.2 Any process used to establish a Sub-List may stipulate the minimum, maximum or actual number of Approved Providers to be appointed.
  - 4.3 Mini-Competitions held among invited Sub-List members or Service User Choice may be used to award Service Contracts.
  - 4.4 A Sub-List may be established for a period of up to four years.
  - 4.5 The creation of any Sub-List is to be undertaken in accordance with the principles of equal treatment and transparency. Furthermore, the Contracting Body 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.