

CALL OFF PROCEDURE – Lot 1b Homecare Services

For avoidance of doubt in this Call Off procedure "Services" shall mean all services to be performed as described within the Service Contract, Core and Lot Specifications and their Schedules as applicable.

Summary:

Stage 1 – *Gaining a place on the Living Well at Home Pseudo Dynamic Purchasing System (PDPS) to bid for work under a Call-Off in Lot 1b, see Invitation to Participate (ITP) documents for details.*

- i. Applicants will apply using this procurement process to gain a place on the PDPS. Applicants will be evaluated as described in this ITP and Appendix 5 Application Evaluation Criteria. Successful Applicants will be awarded a place on the PDPS.

Stage 2 – Request for Services Lot 1b Homecare Services (Call-Off)

- i. In order to be offered Care Packages, a current CQC rating of good or above is required.
- ii. Services for Lot 1b ordinarily may be commissioned as described in sections 3-4 (below) within the Wards as defined in the ITP.
- iii. Services can be called off as Spot Contracts (a set number of hours for a specific Individual or a specific project) but there may be occasions when other contractual options will be more appropriate such as a Block contracts (a volume of guaranteed hours). The intention is that most of the Call-Offs will be awarded following Further Competition with all eligible Service Providers on Lot 1b. However, the Authority reserves the right to use Mini-Competition or Direct Award in certain circumstances at its discretion (see sections 3-4).
- iv. It is intended that the Authority will commence Call-Off's for Lot 1b Services in Quarter 4 2023 (date subject to change).
- v. The Authority reserves the right to Call-Off Services from this Lot 1b at any time during the term of the PDPS and for any length of Contract as described in the Call-Off documents published at the time.
- vi. Services shall be awarded in compliance with the principles of equal treatment and transparency. This Call-Off Procedure provides the necessary flexibility in the way the Authority will formulate and award Lot 1b Services with the intention of providing the best possible care to Individuals.

Detailed:

1. Stage 2 - Request for Services for Lot 1b Homecare Services (Call-Off)

1.1. Services for Lot 1b ordinarily will be commissioned via Spot Service Contracts within the Wards of Lancashire, as describe in section 2 Further Competition. However, it could be arranged in any one of the three Call-Off Procedures described in this document sections 3-4.

2. Further Competition

2.1. For every Service awarded by Further Competition, the Authority shall contact the Service Provider(s), via Oracle (or any other appropriate systems and may be via email in certain circumstances), capable of performing the Service and the Call-Off documents will be made available to them.

2.2. 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 the 'Addressing Poor Performance' provisions referred to in 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 Service Provider.

2.3. The proposed Service(s) requested will be in the form advertised at the outset of the Living well at Home PDPS and the Service Specification though the Call-Off documents will provide clarity in respect of the details of the individual Care Packages.

2.4. Referrals/ Care Packages for the Service will be offered by the Authority's Care Navigation Service via the Oracle System (or equivalent) to all Service Providers in the relevant Ward in which the Individual resides and/or where the Service Provider has selected the appropriate specialism.

2.5. In addition, Referrals/Care Packages may be offered via the Oracle system (or equivalent) to all Service Providers in neighbouring Wards within a 10-mile radius of where the Individual resides and who have selected the appropriate specialism.

2.6. All Care Packages will be offered to Service Providers in accordance with 2.1, 2.3 and 2.5 at a set time each day (likely to be 11am but this is subject to change), Monday to Sunday.

2.7. The following information will be provided (this list is not exhaustive):

a) Time slots required to support the Individual. The time slots offered will be one slot within each required session as follows:

- | | | | |
|-----------------|---------------|---------------|---------------|
| i. Mornings: | 07:30 – 09:00 | 08:30 – 10:00 | 09:30 – 11:00 |
| ii. Lunch: | 11:00 – 12:30 | 12:00 – 13:30 | 13:00 – 14:30 |
| iii. Afternoon: | 14:00 – 15:30 | 15:00 – 16:30 | |

- iv. Tea: 16:00 – 17:30 17:00 – 18:30 18:00 – 19:30 19:00 – 20:30
 - v. Evenings: 20:00 – 21:30 21:00 – 22:30 21:30 – 23:00
- These are subject to change at any time subject to the needs of the service.*

- b) Location of the Referral / Care Package – full postcode
- c) Whether a male/female Care Worker is required
- d) Any specific needs that are required to be met in order to support the Individual
- e) The length of visit required
- f) The outcomes to be achieved
- g) Service specialism required – Older Person (OD) & Physical Disabilities (PD), Mental Health (MH), Learning Disabilities and Autism (LDA)
- h) Tasks to be undertaken / outcomes to be met

2.8. The Service Provider will be asked to respond to Care Packages offered by 11 am within 72 hours of each Care Package being offered and will be asked to provide the following information:

- a) Whether or not the Service Provider can accept the Care Package
- b) If the Care Package can be accepted the following information will need to be provided:
 - i. Date the Service Provider can commence the Care Package – this must be within 5 days of the end of the response time of 72 hours from date of the Care Package offer and/or in line with 3.9 of the specification where discharge from hospital applies
 - ii. Times care will be delivered within the required slots
 - iii. Gender of the Care Worker to be provided at each visit
 - iv. Whether the package offered will fit into an existing run the Service Provider is already servicing in that area with relevant proof e.g., LAS numbers if LCC provided care or screenshot of care run on Service Provider system
- c) If the Service Provider cannot accept the Care Package, the Service Provider must provide a reason as to why the Care Package cannot be accommodated e.g., insufficient staff to accommodate the Care Package, distance etc.
- d) If only one Service Provider is able to accommodate the Care Package, then they will be awarded the Care Package unless the Individual declines the Care Package offered.

2.9. If more than one Service Provider responds to state that they can accept the Care Package(s), then any one of the following award criteria may be used:

- a) Individuals choice
- b) The Service Provider who can do closest to the desired timeslots

- c) The Service Provider who already has existing Care Packages in the immediate vicinity
 - d) The Service Provider who can accept more than one Care Package (creating 'runs)
 - e) The Service Provider who is new to the area – may want to grow their business, particularly in a recognised hard to reach area
 - f) In order to manage the market, it may be advantageous to award to one particular Service Provider in order to sustain their business (may have had many Care Packages ceased in a short period of time)
 - g) Rotational, to sustain levels of business within a particular Ward
 - h) Service Providers with a recognised specialism which requires specific training to safeguard the Individuals – e.g., Prada Willi Syndrome
- 2.10. If there are no positive responses to the Care Package offered, the Authority will work with Service Providers within the locality of the Care Package in an effort to obtain a positive response. In such circumstances distance may be considered and travel time offered to allow for Care Packages to be delivered in areas where there are limited numbers of Care Packages already in existence or where the time taken to travel to those Care Packages is way in excess of the 10 minutes travel time already included in the time allocated to the Care Package.
- 2.11. If travel time is offered to Service Providers, then this will be considered on a proximity basis and the Service Provider that responds requiring the least amount of travel time will be awarded the Care Package.
- 2.12. Note that the timeframes for responses do not include hospital discharges and in these instances, the timeframe for responses may be shorter.

3. Mini - Competition

- 3.1. For every Service awarded by Mini Competition, the Authority shall contact the Service Provider(s), via Oracle (or any other appropriate systems and may be via email in certain circumstances), capable of performing the Service and the Call-Off documents will be made available to them.
- 3.2. 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 the 'Addressing Poor Performance' provisions referred to in 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 Service Provider.
- 3.3. The proposed Service(s) requested will substantially be in the form advertised at the outset of the Living well at Home PDPS and the Service Specification though the Call-Off documents will provide clarity in respect of:

- a) The scope
 - b) The contracting model
 - c) Any specific requirements
 - d) Any other aspect of the Service Contract or Mini-Competition as appropriate
- 3.4. The Authority shall fix a time limit which is sufficiently long to allow responses for each specific Call-Off 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.
- 3.5. The Authority will send the Call-Off documents via Oracle or any other appropriate systems and may be via email in certain circumstances. Service Providers will have the opportunity to make themselves available to meet the requirements and provide their response to the Authority's requirements.
- 3.6. The Service Provider must respond to all requests submitted by the Authority via Oracle or any subsequent systems or, in the alternate, the method specified by the Authority from time to time and their content shall not be opened until the stipulated time limit for reply has expired. If the Service Provider cannot meet the requirements of the request, they must respond to the Authority via Oracle (or subsequent systems or email in certain circumstances) detailing the reasons why.
- 3.7. The Authority will consider all responses which meet the requirements as stated in the Call-Off documents.
- 3.8. The Authority shall award each service to the Service Provider that has submitted the highest scoring tender on the basis of the award criteria set out below.
- 3.9. 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 Call-Off documents.

- a) The quality weighting will range from 0-80% and will be made up of:

Quality Criteria	Weighting
Service Outcomes & Delivery	Weighted at/between 0 and 80%
Service User Transition	Weighted at/between 0 and 80%
Workforce Requirements	Weighted at/between 0 and 80%
Quality, Safeguarding and Risk Management	Weighted at/between 0 and 80%
Enablement / Independence	Weighted at/between 0 and 80%
Social Value	Weighted at/between 0 and 20%
Service Improvements	Weighted at/between 0 and 80%
Other criteria as identified at mini-competition stage	Weighted at/between 0 and 80%

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

3.10. Following award the Call-Off, a Service Contract will be issued to the successful Service Provider(s) for signature.

3.11. In the event of no Service Provider making themselves available for selection by the Authority as part of the Mini Competition for this Lot 1b then the Services may be offered to Service Providers in other suitable Lots before being commissioned at the Authorities discretion.

4. **Direct Award may be utilised:**

4.1. If any service specific factors or operational reasons apply including:

- a. Where, at the sole determination of the Authority, it would be significantly detrimental to the health or well-being of one or more Individual(s) 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.
- b. A Service Provider's specialism means it can be evidenced there is only one Service Provider that is capable of meeting the Service requirements.
- c. Location of Service Provider's service means it can be evidenced there is only one Service Provider that is capable of meeting the Service requirements.
- d. A Service Provider is identified as part of legal proceedings the potential outcome of which would have a detrimental effect on delivery of the Services.
- e. Where a Mini Competition has taken place and the successful Service Provider 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.
- f. 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,

- g. 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 **Further Competition** / Mini Competition.
- 4.2. The Price for any Service Contract established through Direct Award must be within the Authority's available budget for the required Service and will be specific in the Direct Award documents, or in exceptional circumstances, mutually agreed by the Authority and Service Provider on the basis of an open book costing exercise.