

CALL-OFF PROCEDURE – Lot 1c Extra Care 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 1c 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 1c Extra Care Services (Call-Off)*

- i. Services for Lot 1c ordinarily may be commissioned as described in section 2-4 (below). across various Scheme(s) in Lancashire.
- ii. Services can be called off as Block Service Contracts (a volume of guaranteed hours) and/or spot contracts (a set number of hours for a specific Individual and/or a specific project) across one or more Schemes. The intention is most of the Call-Offs will be awarded following a mini-competition with all Provider on Lot 1c. However, the Authority reserves the right to direct award in certain circumstances at its discretion (see section 3 below)
- iii. It is intended that the Authority will be commencing the Call-Off of Contracts for two Extra Care Services in late 2023/Early 2024 (date subject to change), which will have an initial minimum term of 3 years, this term may be extended in line with the relevant terms and conditions.
- iv. The Authority reserves the right to Call-Off Services from Lot 1c 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.
- v. Service Providers in this Lot 1c will be kept informed of known advanced programmes of Call-Off where these have been identified.
- vi. The Authority expects Service Providers under this Lot 1c to be mindful of their overall workload and, if there is a possibility of over-commitment or resource shortages, to provide immediate notice (as soon as known) of the same to the Authority's Key Personnel.
- vii. 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 1c Services with the intention of providing the best possible care to Individuals.

Stage 3 – Service Delivery – See Section 4 of the Service Specification for Details

- i. Once the Service Contract(s) has been awarded to the successful Service Provider(s), Individuals will be referred to the Extra Care Service Provider in accordance with the allocations policy applicable to the Scheme. The Service Provider must take part in any allocation panel meetings which are set up to manage the allocation process.

Detailed:

1. Stage 2 Commissioning of Lot 1c Services (Call Off)

- 1.1. Services for Lot 1c may will be commissioned either via Block Service Contracts and/or Spot Contract, as describe in section 2 Mini-Competition, however this could be arranged in any one of the three Call-Off procedure described in this document sections 2-4.
- 1.2. Using this Call-Off procedure and detail in the Service Contract Data Form, the Authority will refine specific requirements within the Call-Off documents in terms of:
- 1.3. The **scope**, where the terms of the Call-Off:
 - a) 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 Call-Off documents;
 - b) Will establish Service Contracts that consist of;
 - i. a requirement to deliver Planned Care for one or many Individuals within a specific Scheme(s) as described in the Service Specification
 - ii. The Background Care and Support and Emergency Response Service within a specific Scheme(s) for one or many Individuals as described in the Service Specification.
 - iii. a requirement to deliver additional support to respond to system pressures as required within a specific Scheme(s) for one or many Individuals as described in the Service Specification
 - c) May establish Service Contracts with defined provision to flexibly increase or decrease service volumes beyond the changing needs of Individual(s) based on criteria communicated at the point of Call-Off, taking the form of a percentage of value, number of referrals, number of hours, number of Individuals, geography or other defined measures;

- d) Will establish a Service Contract Commencement Date as occurring at a point within 12 months of the conclusion of the Call-Off;
- e) Will establish a Service Contract with any length of Initial Term and any number of extension provisions.
- f) May establish a Service Contract with extension provisions dependent upon the Service Providers' performance against requirements with regard to service efficiency, improvement, and/or development of service delivery.

1.4. 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 to establish the basis for Charges as;
 - i. hourly rates,
 - ii. weekly rates,
 - iii. annual rates,
 - iv. fixed rates,
 - v. flexible 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 Mini-Competition between Service Providers with the option to use ceiling and/or floor rates, and/or,
 - x. Any combination of these options.

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

- a) May identify the Services to be provided with and/or without a description of the specific Individual(s) and their needs;
- b) May identify the location, Scheme(s) or geographical area where the Services are to be provided by the successful Service Provider(s); and/or,
- c) May identify additional selection criteria including relevance of CQC registration information, geographical location of CQC Nominated Location, equipment, specialist experience, training or qualifications, in the context of commissioning services for Individuals with health conditions e.g. mental health or other requirements such as criteria relating to the culture and identity of the Individual(s).
- d) Any other aspect of the proposed Service Contract notified at the point of Call-Off.
- e) May establish the call-off contract with any combination of the above elements.

2. Mini - Competition

- 2.1. For every Service awarded by Mini Competition, the Authority shall contact the Service Providers, 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 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 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:
 - i. The scope
 - ii. The contracting model
 - iii. Any specific requirements
 - iv. Any other aspect of the Service Contract or Mini-Competition as appropriate
- 2.4. 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. This time limit shall be not less than 10 days.
- 2.5. 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.
- 2.6. 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.
- 2.7. The Authority will consider all responses which meet the requirements as stated in the Call-Off documents.
- 2.8. 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.

2.9. The specific terms of the Call-Off shall be detailed in the Service Contract Data Form which shall be appended as a Schedule to the Service Contract.

2.10. 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.

i. 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%
Individual 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%
Maintaining & Enhancing Independence	Weighted at/between 0 and 80%
Social Value	Weighted at/between 0 and 20%
Service Improvements	Weighted at/between 0 and 80%
Working with On-site partners	
Other criteria as identified at mini-competition stage	Weighted at/between 0 and 80%

ii. And the price weighting will range from 0 - 100% (to give a total score out of 100%).

iii. The Authority shall have the discretion to conduct competitions of the basis of price evaluation only.

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

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

3. Direct Award may be utilised:

3.1. 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 Individuals 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, an Individual 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 and in line with the Care Act 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 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.
- 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;
- g) Insofar as is strictly necessary, in the event that the Authority is in the process of undertaking a Mini-Competition but there is insufficient time to complete that Mini-Competition prior to the expiry of existing arrangements and/or,
- h) 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 Mini Competition.

3.2. 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.

4. Establish a Sub-List of Approved Service Providers.

- 4.1. A Mini-Competition as described at section 2, or the application of refined selection criteria as described at 1.5.3 may be used to establish a Sub-List of Service Providers (Sub-List), arranged by the Authority to undertake special projects.
- 4.2. A Sub-List may be open or closed to new entrants.
- 4.3. Any process used to establish a Sub-List may stipulate the minimum, maximum or actual number of Service Providers to be appointed.
- 4.4. Mini-Competitions held among invited Sub-List members may be used to award Service Contracts.
- 4.5. A Sub-List may be established for any period but must not exceed the current end date of the PDPS Agreement.
- 4.6. 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.

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