

CALL OFF PROCEDURE – Lot 2 - Non-regulated support

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 the Living Well at Home Pseudo Dynamic Purchasing System [PDPS] to bid for work under a Call-Off in Lot 2 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 – *Commissioning of Lot 2 Non-regulated support (Call Off)*

- i. Services for Lot 2 *ordinarily* may be commissioned as described in section 2-4 (below) across various Geographical Boundaries in Lancashire. See Lot 2 Specification:
 - Fylde and Wyre,
 - Morecambe Bay- Lancaster District,
 - West Lancashire,
 - East Lancashire
 - Preston, Chorley and South Ribble.
- ii. Services can be called off as Block Contracts (a volume of guaranteed hours but no specific way these will be allocated). And/or as Spot Contracts (a set number of hours for a specific Individual or a specific project). The intention is most of the Call-Off's will be awarded following a mini competition with all eligible Providers on Lot 2. However, the Authority reserves the right to direct award in certain circumstances at its discretion (see section 3).
- iii. It is intended that the Authority will be commencing the Call-Off of the initial Block Contracts for Non-regulated Support later in 2023 (date subject to change) across 5 Geographical Boundaries, which will have an initial minimum term of 4 years (with break clauses), this term may be extended in line with the relevant terms and Conditions.
- iv. The Authority reserves the right to Call-Off Services from this Lot 2 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 2 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 2 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 2 Services with the intention of providing the best possible support to Individuals.
- viii. Should a Service Provider be awarded a Service Contract, any required responses as part of the call off process will form part of the Service Contract and reviewed as part of the performance management of the contract.

Stage 3 – Service Referrals

- i. Once the Service Contract(s) has been awarded and as and when the Authority required the Service Provider to perform the Services, the Authority will provide instructions (Referrals) to the Service Provider to provide the Lot 2 services via a telephone call, email, or any subsequent electronic system. All Referrals will require a response via telephone call, email, or any subsequent electronic system from the Service Provider to accept the referral and provide a start date and time. Referrals will be sent to the Service Provider by various professionals as described in the individual service specifications.

Detailed:

1. Stage 2 Commissioning of Lot 2 - Non-regulated support (Call Off)

- 1.1. Services for the Lot 2 ordinarily will be commissioned either via Spot Service Contracts or Block Service Contracts. These will be within 5 Geographical Boundaries of Lancashire, as describe in section 2. However this could be arranged in any one of the call off processes described in this document sections 2-4.
- 1.2. Services awarded in these ways will be based upon the Specification and Service Contract. Using this Call-Off Procedure, 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 specified number of hours/referrals of support for one or many Individuals across a Geographical Boundary(s) as described in the Service Specification

- ii. a specified number of hours/referrals for additional support to respond to system pressures
 - iii. a specified number of hours/referrals for people with specific health conditions or specified need e.g., Mental health
 - iv. Worker function embedded with the Authority's provision linked to Short Term Support
- 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 as long as it does not exceed 2 years beyond the term of the PDPS of 12 years.
 - 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 further 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 or without a description of the specific Individual(s) and their needs.
- b) May identify the location or Geographical Boundary(s) where the Services are to be provided by the successful Service Provider(s); and/or,
- c) May identify additional selection criteria including 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 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:
 - a) The scope
 - b) The contracting model
 - c) Any specific requirements
 - d) 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.

- 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%
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%
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%

- b) And the price/value for money weighting will range from 0 - 100% (to give a total score out of 100%).
- c) The Authority shall have the discretion to conduct competitions on 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 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 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 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 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, the Authority will on each occasion record the basis on which it has made its decision to create a Sub-List.