

**F9870**

**Provision of**

**Speech and Language Therapy**

**for**

**West Hampshire CCG**

**Memorandum of Information**

**(MOI)**

**Version 1**

**27th June 2016**

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# SUMMARY OF KEY INFORMATION

**Key Definitions**

|  |  |
| --- | --- |
| **Term** | **Definition for this document** |
| **Contracting Authority**  *(Lead Commissioner)* | West Hampshire CCG |
| **Beneficiaries**  *(Associate Commissioners)* | N/A |
| **Contract Reference** | F9731 |
| **Contract Term** | 17 months |
| **Portal** | In-Tend  (link) |
| **Portal ref** | XXX |
| **Procurement Lead** | Sara White, Deputy Head of Procurement, South of England Procurement Services (SoEPS) |
| **The Services** | The service(s) as set out in the Service Specification (to be published at ITT stage) |

**Key Dates** *(subject to change without notice)*

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** | **Time** | **Hitherto Known As** | **Description** |
| **30th June 2016** | 14.00 | N/A | Advertisement and MOI published |
| **14th July 2016** | 15.00 | N/A | Market Engagement Event |
| **15th July 2016** | 12:00 | RFI | Request for Information Issued |
| **8th August 2016** | 14.00 | ITT Publication Date | Expected date for publication of the Invitation to Tender |
| **12th September 2016** |  | ITT Tender Submission closing date | Expected closing date for Tender Returns |
| **1st October 2016** | N/A | N/A | Contract Award and Mobilisation |
| **11th November 2016** | N/A | Contract Start Date | Commencement of new Service(s) |

# PURPOSE, STRUCTURE AND NEXT STEPS FOR POTENTIAL BIDDERS

## Purpose of this document

This Memorandum of Information (**MOI**) provides an overview of the Contracting Authority’s Requirement and details of the:

* Procurement, its objectives and the commercial framework;
* Commissioner service requirements (overview);

The purpose of this MOI is to provide Potential Bidders with sufficient information on the Service(s) being procured to enable them to make an informed decision about whether they wish to participate and register an Expression of Interest **(EOI)** by submitting a response to the Open OJEU Procedure Advertisement.

Details on the procurement process and the instructions on how to express an interest can be found in the Main Document that accompanies the OJEU Advertisement to be released early August 2016. There will be a Market Warming Event on **Thursday 14th July 2016 at 3pm**, Omega House, Eastleigh, SO50 5PB – meeting room To Be Confirmed. This will provide more details on the procurement intentions of the CCG and the opportunity to ask any questions about the service scope and procurement process.

## Organisation of this document

This MOI will be updated further at Invitation to Tender stage and should be reviewed again when organised into the following sections:

Section 1: Summary Information

Key Definition and dates used throughout the Procurement.

Section 2: Purpose, Structure and Next Steps

Section 3: Introduction and Overview

Background and objectives for the Contracting Authority’s Procurement, the scope of services to be procured and the factors critical to the success of the Procurement.

Section 4: Commissioning Information

Information relating to the requirement to be Commissioned.

Section 5: Commercial Framework

Key commercial terms, legal and contractual arrangements for the Procurement.

Section 6: Governance

Governance that applies to this MOI.

Section 7: Glossary of Terms and Abbreviations

Glossary of the terms used throughout the Procurement.

## Next Steps for Potential Bidders

Potential Bidders **must** register their interest on the Portal in accordance with the instructions detailed in both the Prior Indication Notice and subsequent Open OJEU Notice and documentation provided on the Portal (see page 3 for web link).

**All formal communications must be channelled via the Portal.**

# INTRODUCTION AND OVERVIEW

## Background and Context to Services procurement

The current agreement for Speech and Language Therapies service for South Hampshire locality (predominantly Southampton and New Forest) expires on 11th November 2016.

Speech and language Therapy Services should provide specialist assessment, advice, intervention and support/training to adults with acquired and inherited disorders, their families/carers and staff in order to facilitate management of swallowing impairments; promote, maximise and maintain speech, language, communication and swallowing skills.

This service will be for patients 16 years and above living at home, in residential care or nursing homes (or in-patient facilities commissioned by West Hampshire CCG). Predominantly this is for patients who have communication and swallowing difficulties as a result of CVA, progressive neurological disorders (e.g. Parkinson or MS) and other acquired neurological disorders (e.g. head injury). This is for assessment, diagnostic and management services.

There is an average of 33 patients per month referred to this service.

There is an average of 33 patients per month referred to this service.

As at 29th May 2016, this reported activity was:

Priority 1 – 2 patients waiting but have been booked appointments

Priority 2 – 51 patients, 44 booked

Priority 3 – 27 booked

Priority 4 – 9 booked (re-referrals, comms support, stammers)

25 – 40% of referrals require a home visit

Over 80% of patients referred have swallowing difficulties

Current services for Outpatient/Domiciliary work are provided at Outpatient Clinics at the Royal South Hants Hospital and for IP work will be key wards in Lymington New Forest Hospital (Deerleap, Wilverley etc), and Romsey Hospital, plus individual 1:1 sessions provided at clients homes (including Residential Care Homes). The service shares a small office with the Dietetic team on Dearleap Ward at Lymington New Forest Hospital.

Services to be accessible 08.00 – 16.30pm Monday to Friday

Exclusions:

Extended therapy or rehabilitation to CVA and head injury

Adult patients with fluency or voice problems, and those referred from ENT specialists

Patients with OPMH or specialist dementia needs, or patients with other Mental Health conditions

Adult hearing impairment services

Referrals will be triaged and prioritised according to clinical need and in accordance with evidence based local and national guidance. Packages of care will vary depending on the disorder, clinical evidence and resources available. The options are:

1. A defined contract of therapy / therapeutic interventions
2. Assessment and advice service
3. Provision of a low tech communication aid(s)
4. Group therapy

The service covers patients registered with a West Hampshire CCG GP predominantly in the localities of West New Forest, Totton and Waterside, Eastleigh Southern Parishes and south facing practices in Eastleigh North and Test Valley South locality. Queries about patients bordering other localities will be resolved by discussion with the patient and neighbouring Speech and Language Therapy departments at Acute Trusts, (namely Royal Hampshire County Hospital, Royal Bournemouth & Christchurch Hospital).

## Objectives of the Procurement

The objectives of this procurement are to:

1. Stabilise existing services to reduce waiting lists
2. Bring the North and South Locality agreements co-terminus (North expires 31st March 2018)
3. Provide capacity with increased clinical demand but with limited available therapists
4. Prioritise service demands

The Authority will undertake a fair, open and transparent procurement process as part of its commitment to achieving the development of high quality services which represent value for money and the wise use of public funds. The Authority intends to make this process as straight forward as possible to encourage interested participants to submit competitive offers.

## Scope of Services

The scope of services to be commissioned through this Procurement has been developed by the Contracting Authority and any associated Beneficiaries.

The establishments listed require the following services to be delivered:

Speech and Language Therapy for Adults (over 16’s) commissioned on behalf of West Hampshire CCG.

Patients with dysphagia are triaged and offered priority appointments where possible to try and prevent emergency admissions. All in-patients are prioritised in terms of whether they are taking nil by mouth or have alternative nutrition in place.

The service will operate to Royal College Speech and Language Therapists guidelines on clinical urgency. The timeliness of referrals and assessment times are as follows:

* Priority 1 (urgent) within 2 working days
* Priority 2 within 10 working days
* Priority 3s within 13 weeks

**Patient choice and appointment booking**

All patient transfers from acute to community are accompanied by written and telephone handovers between the acute SLT service and this service.

The therapist responsible triages referrals and prioritises them according to service priorities, resources available and clinical need.

Outpatient referrals are received from GP’s, consultants, community rehab teams, specialist nurses and as transfers from inpatient locations.

Self referral from patients and carers are also accepted.

There may be the potential for some activity to be managed via Group sessions, following an initial assessment of the individual to review their appropriateness.

The CCG are also keen to invite Partnership or Subcontracting arrangements for organisations that may not currently have the capacity to take on the full service.

Key Performance Indicators will be confirmed within the Tender Specification

Potential TUPE and Premises information will be provided at Tender Stage, or earlier if known. Currently services are provided out of Lymington and the Royal South Hants Hospital (Southampton), although additional services may be considered in the future from Romsey and Hythe.

## Service Commencement

Following contract award and in accordance with the Provider’s mobilisation plan, the Provider will work closely with the Contracting Authority to deliver regular and routine updates on progress towards service commencement by the contract start date (see page 3). It is important that the Provider commences mobilisation as soon as contract award is made to avoid delays.

It is anticipated that this contract will be awarded from 12th November 2016 to 31st March 2018.

## Bidder Pool

The Contracting Authority wishes to receive responses to the OJEU Open Procedure Advertisement from suitably qualified and experienced providers with the necessary capacity and capability (or a demonstrable ability to provide the necessary capacity and capability) by the planned contract start date, to provide the services in accordance with the critical success factors identified in paragraph 3.3.

## Consultation

The Contracting Authority will lead on all local stakeholder engagement issues relating to the introduction of services within this Procurement, which is subject to on going patient and public consultation under the NHS Act 2006.

All consultation outcomes will be received and considered prior to finalising the Specification and will be included in the ITT. The details of Procurement requirements may be subject to change, pending the outcome of local consultation.

# COMMISSIONING INFORMATION

## Commissioning Organisations

The sole Commissioner for this procurement is West Hampshire CCG. The Authority may invite input from a variety of relevant external partner organisations and other stakeholders, where appropriate, to assist in the specification development and tender evaluations.

## Procurement – Division into Lots

The procurement will be divided into **one** lot.

|  |  |
| --- | --- |
| **LOT #** | **LOT NAME** |
| **1** | Adult Speech and Language Therapy for the Southern Locality of West Hampshire CCG |

Potential Bidders will undergo analysis during the tender process in order to ensure that they:

1. Have sufficient capability, experience and financial standing to undertake a contract size for which they have submitted a bid; and
2. Have suitable proposals for the delivery of the service; including, but not limited to, service models, workforce, premises, contingency and mobilisation plans

**The Contracting Authority will consider awarding multiple contracts to one Lot or subcontracting and partnering arrangements will be encouraged.**

Potential Bidders should refer to the Invitation to Tender for further information on Lot governance and the treatment of Lots in the bidding process. Further details on the ITT stage will be available later on in the process.

## Activity Data

To be provided at ITT.

# COMMERCIAL FRAMEWORK

## Contract

The Requirement to which this MOI relates falls within Part B of Schedule 3 to the Public Contracts Regulations 2015 **(“the Regulations”)** and Annex II B to Council Directive 2004/18/EC. Neither the publication of an advertisement, the inclusion of a Bidder selection stage nor the use of the term “Pre-Qualification Questionnaire" nor any other indication shall be taken to mean that the Contracting Authority intends to hold itself bound by any of the Regulations, save those applicable to Part B services.

The contract to be entered into by the Contracting Authority and the selected Provider will be based on the NHS Standard Contract and the Provider of the service will be required to fully understand and comply with the Terms & Conditions and associated Particulars.

The NHS Standard Contract can be accessed here: <http://www.england.nhs.uk/nhs-standard-contract/>

Each Contract will be separate to and independent of, any existing contract currently in place between a Provider and the Contracting Authority.

## Contract Duration

The Contract will be for a term of 17 months (with no optional extension) from 12th November 2016. Contract extensions will be by mutual agreement between the Contracting Authority and the Provider.

## Contract Price

The Contract Price will be based on a “block” contract model.

The contract values currently envisaged by the Authority are as follows:

At ITT stage, the Authority may publish budget envelopes for each of the Lots; Bidders invited to ITT must then submit bids at or below the stated budget envelopes if their bids are to be evaluated. This procedure will be further clarified at ITT stage and may be subject to change between now and ITT.

The envisaged contract values stated above are indicative and may be subject to change between now and the ITT stage – full and detailed commercial information will be provided to Bidders invited to ITT.

## Clinical

The Contracting Authority is looking for providers with the necessary capacity and capability (or a demonstrable ability to provide the necessary capacity and capability) to deliver high quality, patient-centred and value for money services, delivered in a safe and effective manner.

## Workforce

### Policies and Strategies

At ITT Bidders may be required to provide evidence that all proposed workforce policies, strategies, processes and practices comply with all relevant employment legislation applicable in the UK.

At the Invitation to Tender stage Potential Bidders may be required to provide (without limitation) information on the following:

* Recruitment, Health & Safety and other relevant policies including those on environmental protection;
* Procedures for ensuring compliance that all clinical staff, including GPs, nurses and allied health professionals, are registered with the relevant UK professional and regulatory bodies;
* Policy for ensuring clinical staff meet the Continuing Professional Development requirements of their professional and regulatory bodies; and
* Staff handbook setting out terms and conditions of employment for staff.

### Pensions

Potential Bidders should assume that their staff would not be able to participate in NHS pension and injury benefit arrangements. The only exception to this is if the Provider is an organisation that meets eligibility conditions for the NHS Superannuation Scheme.

### Staff Transfers (TUPE)

Potential Bidders should note that this opportunity may require the transfer of employees from incumbent providers. Potential Bidders will need to consider whether and to what extent staff may transfer to the Provider in accordance with TUPE at service commencement. Bidder proposals must include full details of their staffing proposals and statement of accuracy of their proposal. Details of staff assigned to transfer under TUPE from the present providers will be provided in ITT Volume 3, however at this stage we do not believe that this will apply to the SLT that are working with Outpatients/Domiciliary visits (as the work with West Hampshire patients form a small minority of their time). For inpatients there will likely be an impact for one postholder. Bidders will need to take account of this in their bids and show their assumptions and reasoning, bearing in mind that there may be some change to the TUPE staff list before and during mobilisation, caused by resignations or other staff initiated events.

**ALL COSTS BOTH BEFORE AND AFTER TRANSFER, AND INCLUDING CONTINGENCY FOR REDUNDANCY, MUST BE INCLUDED IN TENDER OFFERs**

**Accuracy of Costing e.g. Redundancy -** Consideration should be given to the following:

Transfer of employees to another organisation would be affected under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended). In addition, the Department of Health Procedural Guidance on Transfer of Undertakings and the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector (“CSOP”) will apply to staff that are on NHS terms and conditions (being current or outsourced employees of the NHS). Potential Bidders should also note the following.

***Fair Deal Policy***

On 4 October 2013, HM Treasury (HMT) published new guidance setting out a reformed Fair Deal policy. Fair Deal is a non-statutory policy which sets out how pensions’ issues are to be dealt with when staff are compulsorily transferred from the public sector to independent providers delivering public services.

***New Fair Deal Guidance***

The November 2012 consultation announced that, under the reformed policy, staff whose employment is compulsorily transferred from the public sector to independent providers of public services will generally have a right to continued access to relevant public service pension arrangements. These continued access arrangements will replace the current broad comparability and bulk transfer approach under the existing Fair Deal policy.

The new guidance also confirms that where contracts involving staff covered by the existing Fair Deal policy are retendered there will be a presumption that staff should be offered access to the appropriate public service pension scheme.

The new Fair Deal policy does not apply to staff transfers within the public sector (‘machinery of government’ transfers) which are covered under a Cabinet Office Statement of Practice2.

The new policy applies when such staff move from the public sector to an independent contractor by way of a transfer to which TUPE applies or when such staff move by way of a non-voluntary transfer to a public service mutual or to other new models of public service delivery. Employees will generally be granted access to the public service schemes on the same terms as employees who remain in the public sector.

***Terms of Access to Public Service Schemes***

Contractors will generally be required to obtain a Participation Agreement with the relevant public service pension scheme in respect of each transfer of employment, before any transfer of staff takes place.

***Second and Subsequent Generation Transfers***

The new guidance confirms that when contracts are retendered, staff covered by the existing Fair Deal policy should now generally be offered access to the appropriate public service pension scheme for future accrual, returning to the section of the scheme that they would have been in had they remained in the public sector and not been transferred out. In these circumstances, staff will have the option to transfer accrued rights into the public service scheme via a bulk transfer. Special arrangements apply where exceptional circumstances, such as requirements under procurement law, would prevent the application of the new Fair Deal policy.

## Mandated Use of NHS Property

Further details of whether this is required will be included within the Tender Documentation.

## Performance Security/Financial Standing

Financial standing requirements for the Procurement will be limited at the PQQ stage to confirmation of identity, solvency and proposed business structure, with no other financial hurdles at this stage. At the ITT stage, Bidders will be required to put forward detailed proposals as to how any funding requirement would be met. The Contracting Authority reserves the right to re-assess the financial strength of the Bidders at any time during the process where new information becomes available in the public domain.

## 

The Contracting Authority reserves the right to require performance security, parent company guarantees or other forms of security bond as necessary. Such requirements will be discussed with Potential Bidders before the ITT stage.

## Insurance

A comprehensive schedule of insurances that the Provider will be required to obtain for the Services will be set out in the ITT. This will typically include public liability, corporate medical malpractice and certain property cover, as well as provision for clinical negligence insurance covering all staff and operational risk in the facilities from which the Provider’s Services are to be provided. These required insurances are in addition to the requirement that individual medical practitioners have professional indemnity insurance.

The insurance requirements will also require Providers to ensure that:

* Contracting Authority’s interests are fully protected;
* Members of the public utilising the Services are fully protected to the extent that they have a valid claim against the Provider and / or Contracting Authority; and
* The Provider maintains insurance, which meets at least the minimum statutory requirements.

Under the terms of the Agreement, Providers will be required to indemnify the Contracting Authority against any claims that may be made against the Contracting Authority arising from the provision of the NHS Services by the Provider. The Contracting Authority may (as a condition to execution of the Agreement or at any time during the term of the Agreement) require the Provider to offer evidence that they have sourced and are maintaining in force appropriate (and sufficient) insurance or other arrangements.

## Provider Subcontracting of Services

Providers will only be permitted to subcontract provision of the Services to other parties, if the subcontract arrangements are fully detailed as a part of the Providers response to the Tender (full details on proposed subcontractors is required at ITT stage) and are expressly agreed by the Contracting Authority under the contract. Providers will not otherwise be permitted to subcontract provision of patient care to other parties.

Bidders who have questions around subcontracting should post a clarification question on the portal for the Authority’s advice on the issue.

# GOVERNANCE

For further information please refer to the Tender Main Document when published on the Portal for commercial and other important information about this Service Procurement.

### Procurement Costs

Each Relevant Organisation will be responsible for its own costs incurred throughout each stage of the Procurement process. Neither the Contracting Authority nor DH will be responsible for any costs incurred by any Relevant Organisation or any other person through this process.

### Disclaimer

The information contained in this MOI is presented in good faith and does not purport to be comprehensive or to have been independently verified.

Neither the Contracting Authority, the DH, nor any of their advisers accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any Potential Bidder, Bidder, Provider, Relevant Organisation, financiers or any of their advisers, orally or in writing or in whatever media.

Potential Bidders and their advisers are therefore advised to take their own steps to verify the accuracy of any information that they consider relevant. They should not rely on any statement or representation made by the Contracting Authority, the DH or any of their advisers.

This MOI is intended only as a preliminary background explanation of the Contracting Authority’s activities and plans and is not intended to form the basis of any decision on the terms upon which the Contracting Authority will enter into any contractual relationship.

The Contracting Authority reserves the right to change the basis of, or the procedures (including the timetable) relating to the Procurement process, to reject any or all of the PQQ submissions and ITT bids, not to invite a Potential Bidder to proceed further, not to furnish a Potential Bidder with additional information nor otherwise to negotiate with a Potential Bidder in respect of the Procurement, subject to compliance with general EU principles on equal treatment, non-discrimination and transparency and procurement law.

The Contracting Authority shall not be obliged to appoint any of the Bidders and reserves the right not to proceed with the Procurement, or any part thereof, at any time and for any reason.

Nothing in this MOI is, nor shall be relied upon as, a promise or representation as to any decision by the Contracting Authority in relation to this Procurement. No person has been authorised by the Contracting Authority or its advisers or consultants to give any information or make any representation not contained in this MOI and, if given or made, any such information or representation shall not be relied upon as having been so authorised.

Nothing in this MOI or any other pre-contractual documentation shall constitute the basis of an express or implied contract that may be concluded in relation to the Procurement, nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract when, and if, finally executed, subject to such limitations and restrictions that may be specified in such contract. No such contract will contain any representation or warranty in respect of the MOI or other pre-contract documentation.

In this section, references to this MOI include all information contained in it and any other information (whether written, oral or in machine-readable form) or opinions made available by or on behalf of the Contracting Authority, DH or any of their advisers or consultants in connection with this MOI or any other pre-contract documentation.

### Copyright

The copyright in this MOI is vested in the Commissioner. The MOI may not be reproduced, copied or stored in any medium without the prior written consent of the Commissioner other than for use strictly for the purpose of preparing a response to this MOI.

### Interpretation

In this MOI, except where the context otherwise requires:

(a) words importing one gender include all other genders and words importing the singular include the plural and vice versa;

(b) the list of contents, glossary and headings to the parts and paragraphs of this MOI and the Appendices and Annexes hereto are for ease of reference only and shall not affect the construction of this MOI; and

(c) This MOI shall be governed by and construed in accordance with English law.

# GLOSSARY OF TERMS AND ABBREVIATIONS

| **Term** | **Description** |
| --- | --- |
| **Bidder** | A single operating organisation/person that has been short-listed through the evaluation process and been invited to participate in the ITT stage and is bidding for one or more Commissioned Schemes |
| **Bidder Guarantor** | An organisation providing a guarantee, indemnity or other undertaking in respect of a Bidder’s or a Bidder Member’s obligations |
| **Bidder Member** | A shareholder or member or proposed shareholder or member in, or controlling entity of, the Bidder and / or that shareholder’s or member’s or proposed shareholder’s or member’s ultimate holding company or controlling entity |
| **CCG** | Clinical Commissioning Group |
| **Consortium** | A consortium is a group of organisations who choose to work together for a common specific purpose. |
| **DH** | Department of Health |
| **EOI** | Expression of Interest |
| **EU** | European Union |
| **FM Services** | Facilities management services including “Hard FM” (including services relating to security, fire, utility management, utility breakdown, pest control, landscape maintenance) and “Soft FM” (including services relating to cleaning, laundry, health and safety, portering, waste management, clinical waste management and infection control) |
| **FOIA / Freedom of Information Act** | The Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and / or codes of practice issued by the Information Commissioner, the Department of Constitutional Affairs, the Office of Government Commerce and the NHS in relation to such legislation or relevant codes of practice to which the DH and the Contracting Authority is subject |
| **IM&T** | Information Management and Technology |
| **ITT** | Invitation to Tender |
| **MOI** | This Memorandum of Information setting out the details of each CCG requirement of the Procurement |
| **NHS** | National Health Service |
| **Potential Bidder** | Means either:  (a) the single entity who intends to submit or has submitted an EOI in relation to the Procurement but that has not at the relevant time been invited to respond to the CCG’s Services scheme(s); or  (b) the group of entities who as a Consortium (whether or not incorporated) collectively intend to submit or have submitted an EOI in relation to the Procurement but that have not at the relevant time been invited to respond to the CCG’s Services Schemes ITT(s). |
| **PQQ** | Pre-Qualification Questionnaire (not required for this procurement) |
| **Provider** | The successful Bidder who has entered into the Agreement with to provide the Services |
| **Preferred Bidder** | A Bidder who has been selected following the ITT stage to proceed to contract award, subject to points of clarification |
| **Relevant Organisation** | An organisation(s) or person connected with a response to a PQQ and / or connected with a bid submission including (without limitation):   1. the Potential Bidder; 2. the Bidder; 3. the Provider; 4. each Bidder Member; 5. each Bidder Guarantor; and 6. each Clinical Services Supplier providing subject to the contract |
| **Subcontractor** | In a sub-contract relationship, an organisation who is awarded a contract may agree with another organisation for them to undertake part of the work. In this kind of relationship, the sub-contractor will be ‘appointed’ and paid for their work by the main contractor. |
| **TUPE** | Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI/2006/246) as amended |
| **Value for Money or VfM** | The optimum combination of whole-life cost and quality (fitness for purpose) to meet the overall service requirement |