

Commercial in Confidence



Hastings & Rother Clinical Commissioning Group

Sanctuary Service

Memorandum of Information

Commercial in Confidence

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1 Executive summary

1.1 *Purpose of this Document*

1. This Memorandum of Information (MOI) describes on behalf of NHS Hastings and Rother, (the Commissioner) and defines the procurement process (the Procurement) being executed for provision of Sanctuary Service (SS or the Service).
2. The MOI gives details of:
 - the Procurement and its objectives
 - the background to the Service
 - the Commissioner's service requirements
 - the Procurement process
 - the Procurement commercial framework, and
 - the Procurement governance and administration requirements.
3. The purpose of this MOI is to provide potential Bidders with sufficient information on the Procurement to enable them:
 - To make an informed decision about whether they wish to participate, and
 - To submit an Expression of Interest (EOI).

1.2 *Organisation of this document*

4. This MOI is organised into the following sections:

Section	Purpose
Section 1 - Purpose, structure and next steps for Bidders	Detailing the purpose and organisation of the MOI and the next steps for Bidders.
Section 2 - Introduction and overview	Detailing the background and objectives to the Procurement, the scope of services to be procured, the bidder pool and the factors critical to the success of the Procurement.
Section 3 - Procurement process overview	Detailing the steps involved in the Procurement.
Section 4 - Commercial framework	Detailing the key commercial terms and other legal and contractual arrangements for the Procurement.

Section	Purpose
Section 5 - Governance and administration	Detailing key governance and administration requirements of the Procurement.

5. Further important information is contained in the ITT and its annexes, including:

- A glossary of terms used in the MOI
- The outline timetable for the procurement
- The draft specification of service
- The contract to be signed by the Commissioner and the Provider

1.3 Next Steps for Bidders

6. Bidders wishing to participate in the Procurement must declare an Expression of Interest (EOI) and submit an Invitation To Tender (ITT) response in the manner detailed in section 3.2.3 Expression of Interest.
7. The EOI and ITT response must arrive before:
 - 12:00 noon on 14 September 2015
8. Failure to return a completed ITT by the deadline above will normally result in the disqualification of the Bidder from participating in this procurement.

2 Introduction and Overview

2.1 Commissioner

9. The service is being commissioned by NHS Hastings and Rother Clinical Commissioning Group.
10. Further details on the Commissioner can be found on its web sites at:
 - <http://www.hastingsandrotherccg.nhs.uk/>

2.2 Background and context

11. The model of care for this service is of a residential nature, including access to non-residential 'safe space' for clients with a Personality Disorder diagnosis. Nomination and referrals to both the crisis accommodation and guesting elements of the service are solely through the Crisis Response Home Treatment Teams (CRHT), provided by Sussex Partnership Foundation Trust (SPFT) that cover the East Sussex area.

2.2.1 Aims and objectives of the service

12. The service will aim to provide;
 - Improved & sustainable outcomes for clients.
 - Individual resilience development.
 - Reduction in inpatient admissions.
 - A suitable, non-medical alternative to hospital admission for identified people experiencing a mental health crisis.
 - Short stay crisis/respite provision for individuals diagnosed with a personality disorder.
 - Emotional and practical support to enable residents to manage and resolve their own periods of crisis including utilising support structures and facilities available in the community.
13. The service will provide a seven bedded (minimum) unit for people with mental health problems experiencing crisis in the following circumstances:
 - Where their home environment is not suitable for delivery of a Crisis Home Treatment response and as an alternative to inpatient admission.
 - For individuals with a personality disorder diagnosis in Tier 3 as an alternative to use of acute care services or inpatient admission.

14. The service will provide a 24 hour, 7 days per week staffed residential service with emotional and practical support delivered by experienced and suitably qualified staff.

2.3 Objectives of this Procurement

15. The key objectives of this Procurement are:
 - To select the most suitable provider(s) to deliver a service that is accessible, high quality, efficient, and responsive in accordance with the Commissioner's service specification
 - To enable the Service to be established in accordance with the Commissioners timescales
 - To ensure value for money

2.4 Scope and structure of this Procurement

2.4.1 Procurement Scope

16. The Procurement covers the provision of a Sanctuary Service as described in the specification included in the ITT.

2.4.2 Structure

17. The Service will be tendered as a single Lot.
18. The Commissioner intends to contract with a single Provider for the Lot.

2.5 Bidder Pool

19. The Commissioner wishes to receive responses to the ITT from suitably qualified and experienced providers (including NHS organisations, social enterprises, third sector organisations and other providers) with the necessary capacity and capability (or a demonstrable ability to provide the necessary capacity and capability) to provide the Service in a safe and effective manner and to meet the critical success factors (CSFs) described below.
20. Bidders may bid in partnership with other organisations such that the Service Supplier may be different to the Bidder.

2.6 Critical Success Factors

21. The Commissioner requires the Provider to meet the following Critical Success Factors (CSFs) throughout the life of the Contract:
 - **Quality** – Patient centred services delivered in a safe, friendly and effective manner with by appropriately trained and qualified staff operating to clinical best practices.

- **Access** – The services must be easily accessible by the patients within the Commissioner's area.
- **Flexible and Responsive** – The service must be flexible and respond to changing needs.
- **Communication and Performance Information** – High-quality communication with commissioners to discuss flexible and innovative approaches. Good quality and regular information must be provided on activity, finance and quality of service provision.
- **Value for Money** – The service must be affordable and provide value for money. This must be demonstrated through the contract performance management system, throughout the life of the contract.
- **Integration** – Seamless working between the healthcare staff in other organisations to provide a joined up approach to improving patient care, and wellbeing.

3 Procurement process overview

22. The Procurement approach, timescale and operational processes are summarised below.

3.1 Procurement approach

23. To ensure operation in a fair and controlled manner, the Commissioner conducts procurements using a web-based system – sometimes referred to as an eSourcing portal. The Commissioner will use this system to make available to providers all documents used during the procurements, and for all communications with participants in the procurements. Providers will also use this system to make their submissions to the Commissioner.
24. Details of how to register on Bravo and how to access the procurement within Bravo are in Annex A.
25. The timeline for the Procurement is set out in ITT Vol 1 Annex B. It should be noted that the dates are expected dates at the time of issuing this MOI and may be subject to change.

3.2 Advert, MOI and EOI

3.2.1 Advert

26. An advertisement has been published on Contracts Finder (CF) describing, in general terms, the services being procured by the Commissioner, with the aim of encouraging responses from a range of organisations.

3.2.2 Memorandum of Information

27. This MOI is published on CF and the eSourcing portal.
28. This MOI should provide Bidders with sufficient information on the Procurement and the Service to enable them to make an informed decision about whether they wish to register their interest in the Procurement.
29. Bidders must register their interest by submitting an EOI in accordance with the requirements of paragraph 3.3.3.

3.2.3 Expression of Interest

30. Bidders must express their interest on Bravo following the guidance in Annex A. The identifier for this procurement is:
- NHS Hastings & Rother Sanctuary Service
31. Bidders who require any further assistance on the eSourcing portal should use the online help, or contact the BravoSolution help desk as above.

3.3 *Invitation To Tender*

32. The ITT provides detailed information on the ITT process, guidance on how to complete the ITT and a series of questions for Bidders to answer.
33. The ITT will be made available through the eSourcing portal to all Bidders. Bidders the Scheme must respond to the ITT before the deadline stated in the ITT. The Commissioner reserves the right not to consider any ITT submission received after that deadline.
34. A clarification process will operate during the ITT stage to resolve questions from bidders – this process is explained in the ITT documentation.
35. The ITT is designed to evaluate the eligibility, capability, and capacity of Bidders to provide the services which are the subject of this Procurement, and to select the Bidder offering the solution which best meets the evaluation criteria.
36. Further details of the ITT process and evaluation will be set out in the ITT.

3.4 *Bidder Information Event*

37. The Commissioner does not intend to hold a bidder information event, but will operate a clarification process throughout the period of the ITT to provide an accessible and responsive web-enabled process to answer questions from Bidders.

3.5 *Contract Award*

38. Based on the outcome of the evaluation, recommendations will be made to the Commissioner's Board for the Board to consider. Following approval by the Board, the Commissioner and the recommended Bidder(s) may enter into the contract.

3.6 *Service Commencement*

39. Following contract award and in accordance with the Provider's mobilisation plan, the Commissioner and the Provider will work together towards service commencement at the contractually agreed date.
40. The date for service commencement is 1 April 2016.

4 Commercial Framework

41. Bidders' attention is drawn to the following commercial information.

4.1 Contract

42. The contract to be entered into by the Commissioners and the selected Provider(s) for the Procurement will be the NHS Standard Contract.
43. The standard contract will be adapted as necessary to reflect the requirements of the Service.
44. The Contract will be separate to and independent of any existing contract currently in place between the Commissioners and the Provider(s).

4.2 Contract Duration

45. The Contract will be for an initial term of three years year, with an option to extend by two further years subject to agreement by the Commissioner and the Provider.

4.3 Payment Mechanism

46. The contract price must cover all aspects of the Service, including service delivery, administration, support and infrastructure. The Commissioner will not make any other payment to Providers in respect of the Service.
47. Payment to the Provider will be on a tariff basis. Further details of the payment mechanism for the scheme will be set out in the ITT.
48. Payments will be subject to achievement of a range of Key Performance Indicators (KPIs). Failure to reach the KPIs may be subject to financial penalties.

4.4 Quality and Performance Monitoring

49. The Provider will be required to provide a range of regular reports on service quality and performance. Monitoring of quality and performance will be ongoing, and based on a range of Key Performance Indicators.
50. Further information about the quality and performance monitoring framework and the reporting requirements will be detailed in the ITT.

4.5 Clinical / service information

51. The Commissioner 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 (VfM) service to meet mobility needs of patients, delivered in a safe and effective manner.

52. Providers must demonstrate the capability to work in accordance with local and national policies regarding safe guarding children and vulnerable adults (POVA).

4.6 Workforce

4.6.1 Policies and Strategies

53. Bidders will be required to provide evidence that all proposed workforce policies, strategies, processes and practices comply with all relevant employment legislation and guidance applicable in the UK.
54. Bidders may be required to provide summary information on each of the following, with full copies of policies and other documentation being required at a later stage:
- recruitment, health and safety and other relevant policies including those on environmental protection
 - procedures for ensuring compliance that all clinical staff, including doctors, nurses and allied health professionals, are registered with the relevant UK professional and regulatory bodies
 - policy for ensuring clinical staff meet the CPD requirements of their professional and regulatory bodies
 - staff handbook setting out terms and conditions of employment for staff
55. Further details of the staff resourcing and workforce policy requirements will be included in the ITT.

4.6.2 Staff Transfers (TUPE and pensions)

56. It is anticipated that there will be staff transfers under TUPE from the current provider. As part of a transfer of undertakings in line with the provisions of the European Acquired Rights Directive EC77/187, the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended (TUPE) will apply.
57. The transfer of staff under TUPE must comply with the relevant regulations, policy and guidelines relating to the provision of pensions.

4.7 Premises, Facilities Management and Equipment

4.7.1 Premises

58. The Provider must provide suitable premises to deliver the service. These premises must be within the boundaries of the Commissioner's area, and must be accessible in compliance with Equality Act 2010.

- 59. The Provider will be expected to fund all costs related to the premises, including rent, rates, utility costs, capital work, maintenance and insurance costs.
- 60. Bidder provided premises will be subject to acceptance by the Commissioner.
- 61. Further details for premises will be set out in the ITT.

4.7.2 Facilities Management Services

- 62. The Provider will be expected to and provide facilities management (FM) services for premises.
- 63. The Commissioner will not provide (nor arrange the provision of) FM services for premises.
- 64. The costs of FM services must be included in bid pricing.

4.7.3 Equipment

- 65. The Provider will be responsible for the provision, maintenance and cost of equipment required to deliver the Services.
- 66. The Commissioner will not provide (nor arrange the provision of) equipment required to deliver the Service.
- 67. The costs of equipment must be included in bid pricing

4.8 IM&T

- 68. The Services must be supported by Information Management and Technology (IM&T) Systems to process and store patient information in a safe and secure way in accordance with the standards outlined below.
- 69. IM&T Systems means all IM&T infrastructure, computer hardware, software, networking, training, support and maintenance necessary to support and ensure effective delivery of the Services, management of patient care and contract management.
- 70. The Commissioner will not provide (nor arrange the provision of) IM&T services required to deliver the Services.
- 71. The Provider must supply, manage and maintain any IM&T systems or services that the Provider deems necessary to deliver the Service. The Provider must gain agreement and approval from the Commissioner for all IM&T systems and services prior to their use to deliver the Service.
- 72. The Bidder's IM&T Systems used for the Services must comply with the following standards as appropriate:

- GP Systems of Choice (GPSoc) programme
 - National Programme for Information Technology (NPfIT)
 - NHS Terminology Service
73. The costs of IM&T Systems must be included in bid pricing.
74. The Provider will be required to provide data migration from existing provider's system to the system used by the new provider. It is the responsibility of the Provider to ensure computer systems are compatible to allow the smooth and safe migration of data. A member of the Provider's staff must be nominated to ensure the successful completion of this process.
75. Further details on IM&T requirements for the Service will be set out in the ITT.

4.9 Financial Standing

76. Financial requirements for the Procurement will include confirmation of identity, solvency, liquidity, profitability and proposed business structure, and proposals as to how the Bidder will meet Service funding requirement.

4.10 Performance Security

77. The Commissioners do not expect that performance security will be required from Providers for the Procurement.

4.11 Insurance

78. A comprehensive schedule of insurances that the Provider(s) will be required to obtain for the Scheme will be set out in the ITT. This will typically include public liability, corporate medical malpractice and certain property cover.
79. The insurance requirements will also require Providers to ensure that:
- the Commissioner'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 or the Commissioner
 - the Provider maintains insurance which meets at least the minimum statutory requirements
80. Providers will be required to indemnify the Commissioner against any claims that may be made against the Commissioner arising from the provision of the services by the Provider. The Commissioner will expect the Provider(s) to offer evidence that they have sourced appropriate (and sufficient) insurance or other arrangements. For the

avoidance of doubt, this will include provisions for clinical negligence insurance covering all staff and operational risk in the facilities from which the Provider's services are to be provided.

5 Governance and Administration

5.1 Procurement Costs

81. Each Bidder and Relevant Organisation will be responsible for its own costs incurred throughout each stage of the Procurement. The Commissioner will not be responsible for any costs incurred by any Bidder or Relevant Organisation or any other person for this process.

5.2 Consultation

82. The Commissioner will lead on all local stakeholder engagement issues. All Commissioner schemes are subject to ongoing patient and public consultation under the NHS Act 2006.

5.3 The Public Contract Regulations 2006

83. The services to which this procurement relates fall within Part B of Schedule 3 to the Public Contracts Regulations 2006 ("the Regulations") as amended from time to time and Annex II B to Council Directive 2004/18/EC. Neither 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 Commissioner intends to hold itself bound by any of the Regulations, save those applicable to Part B services.

5.4 Conflicts of interest

84. In order to ensure a fair and competitive procurement process, the Commissioner requires that all actual or potential conflicts of interest that a Bidder may have are identified and resolved to the satisfaction of the Commissioner.
85. Bidders must notify the Commissioner of any actual or potential conflicts of interest in their response to the ITT. If the Bidder becomes aware of an actual or potential conflict of interest following submission of the ITT it must immediately notify the Commissioner via the eSourcing portal. Such notifications should provide details of the actual or potential conflict of interest.
86. If, following consultation with the Bidder, such actual or potential conflict(s) are not resolved to the satisfaction of the Commissioner, then the Commissioner reserves the right to exclude at any time any Bidder from the procurement process should any actual or potential conflict(s) of interest be found by the Commissioner to confer an unfair competitive advantage on one or more Bidder(s), or otherwise to undermine a fair and competitive procurement process.

5.5 Non-collusion and Canvassing

87. Bidders must neither disclose to, nor discuss with any other Bidder (whether directly or indirectly), any aspect of any response to any of the Procurement documents.

88. Bidders must not canvass or solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer or employee of, or person acting as an adviser to, the Commissioner, NHSCS, the CSU, the NHS or the DH in connection with the selection of Bidders in relation to the Procurement.
89. Bidders must not except as expressly authorized by the Commissioner contact any officer or employee or agent of the Commissioner about any aspect of the Procurement including (without limitation) for the purposes of discussing the possible transfer to the employment of the Bidder or a Relevant Organisation of such employee or officer for the purpose of the procurement or for soliciting information in connection with the Procurement

5.6 Freedom of Information

90. The Commissioner is committed to open government and meeting its legal responsibilities under the Freedom of Information Act (FOIA). Accordingly, any information created by or submitted to the Commissioner (including, but not limited to, the information contained in the ITT and the submissions, bids and clarification answers received from Bidders) may need to be disclosed by the Commissioner in response to a request for information.
91. In making a submission or bid or corresponding with the Commissioner at any stage of the Procurement, each Bidder, and each Relevant Organisation acknowledges and accepts that the Commissioner may be obliged under the FOIA to disclose any information provided to it:
 - without consulting the Bidder
 - following consultation with the Bidder and having taken its views into account
92. Bidders must clearly identify any information supplied in response to the ITT that they consider to be confidential or commercially sensitive and attach a brief statement of the reasons why such information should be so treated and for what period.
93. Where it is considered that disclosing information in response to a FOIA request could cause a risk to the procurement process or prejudice the commercial interests of any Bidder, the Commissioner may wish to withhold such information under the relevant FOIA exemption.
94. However, Bidders should be aware that the Commissioner is responsible for determining at its absolute discretion whether the information requested falls within an exemption to disclosure, or whether it must be disclosed.
95. Bidders should therefore note that the receipt by the Commissioner of any information marked “confidential” or equivalent does not mean that the Commissioner accepts any duty of confidence by virtue of that

marking, and that the Commissioner has the final decision regarding the disclosure of any such information in response to a request for information.

5.7 Disclaimer

96. The information contained in this MOI is presented in good faith and does not purport to be comprehensive or to have been independently verified.
97. Neither the Commissioner 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 Bidder, Clinical Services Supplier, financiers or any of their advisers, orally or in writing or in whatever media.
98. Interested parties and their advisers must therefore take their own steps to verify the accuracy of any information that they consider relevant. They must not, and are not entitled to, rely on any statement or representation made by the Commissioner or any of their advisers.
99. This MOI is intended only as a preliminary background explanation of the Commissioner activities and plans and is not intended to form the basis of any decision on the terms upon which the Commissioner will enter into any contractual relationship.
100. The Commissioner reserves the right to change the basis of, or the procedures (including the timetable) relating to, the Procurement, to reject any, or all, of the submissions and bids, not to invite a Bidder to proceed further, not to furnish a Bidder with additional information nor otherwise to negotiate with a Bidder in respect of the Procurement.
101. The Commissioner 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.
102. Nothing in this MOI is, nor shall be relied upon as, a promise or representation as to any decision by the Commissioner in relation to this Procurement. No person has been authorised by the Commissioner 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.
103. 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 or 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.

104. 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 Commissioner or any of their advisers or consultants in connection with this MOI or any other pre-contract documentation.

5.8 Copyright

105. This MOI document, including all attachments, appendices, and any subsequent correspondence or communication in writing relating to the MOI, represent the original proprietary material of the Commissioner and are subject to Copyright, and may not be reproduced, altered, or revised in any manner or form unless prior, express, written permission has been obtained from the Commissioner.

Annex A How to apply to a procurement ITT

Please refer to separate document.