**Podiatry Tender**

# Please note this document is not an invitation to tender. This is for information only the trust is seeking expression of interests only at this point.

**If you wish to be included please email your interest to Michael.Capper@gmmh.nhs.uk**

**Estimated Tender Timetable**

|  |  |
| --- | --- |
| ITT issued | **06th January 2021** |
| Deadline for the receipt of clarification questions | **18th January 2021** |
| Target date for responses to clarification questions | **25th January 2021** |
| Deadline for receipt of Tenders | **05th February 2021** |
| Evaluation of Tenders | **11-15th February 2021** |
| Contract Award Notice | **17th February 2021** |
| Standstill Period End | **28th February 2021** |
| Contract Start | **01st April 2021** |

**Whilst the Authorities do not intend to depart from the timetable, it reserves the right to do so at any stage.**

1. **Contract Period**

Contract Period is 12 months with an option to extend for a further one twelve-month period.

1. **Contract Management**

Quarterly Contract meetings with the Strategic Lead for Health and Justice Services, GMMH,and a Customer Representative from the Contractor are to be undertaken.

It is envisaged that a formal review of performance and operational requirements will be undertaken once throughout the twelve-month period or as changes in the Trust's requirements occur.

1. **Scope of Work**

3.1 **Aims and objectives of service**

### The provision of podiatry services to service users in Wymott, Garth, Risley , Thorn Cross and Hindley prisons

### 3.2 **Service description/care pathway**

### The subcontractor will provide podiatry healthcare staff to the above prison sites

### **The podiatry service will:**

### Hold a podiatry waiting list and prioritise the caseload.

### Provide assessment, diagnosis and treatment of common foot and footwear related problems.

### Evaluate, monitor and manage common foot presentations.

### Work jointly with the primary care team to provide evidence-based wound care for patients with foot problems that place the lower limb “at risk”.

### Provide vascular, neurological and biomechanical evaluation of the lower limb.

### Prescribe “off the shelf” foot orthoses/insoles, where appropriate, which are to be ordered and supplied by each prison

### Provide footwear and foot health educational advice to patients identified as “high risk” from foot problems, and general education to prison staff.

### Provide general foot health education for all patients referred to the service.

### Provide reports on a patient’s foot health status when requested to do so (other than diabetes annual reviews which should be undertaken by a Diabetes Specialist Nurse or a Prison Nurse).

### Undertake nail surgery if indicated and patient scheduling allows.

### 3.3 **Population covered**

### NW Prisoners

### 3.4 **Any acceptance and exclusion criteria and thresholds**

### General nail cutting

### 3.5 **Interdependence with other services/providers**

### HMP Wymott, Garth, Risley, Thorn Cross, Hindley

### Primary care team

### GMMH FT

1. **Applicable local standards**

### **Each prison healthcare team will:**

### Ensure that all patients are brought to the treatment room as a group at the start of the session.

### Ensure that a named prison staff member is assigned for each podiatry session to set up the clinic before the session begins and to liaise with the clinician.

### Provide prison staff to accompany the podiatrist to and from the prison gate before and after each session.

### Provide will clinic space to the podiatrist.

### Ensure that the clinical space provided meets the decontamination standards of The Society of Podiatrists and Chiropodists.

### Provide all dressings, disposables and consumables from the prison budget.

### Ensure all staff make reasonable efforts to support the podiatry team in the delivery of care to patients (as podiatry staff are not key holders).

### Give reasonable notice of any lockdown or disruption to delivery of the podiatry service. In the event that the podiatry session or service cannot be delivered or completed because of prison operations, this will be considered as a completed session.

### Provide appropriate training and support to podiatry staff on IT systems and prison protocols.

1. **Applicable national standards (e.g. NICE)**

### As relevant and appropriate to the provision of podiatry services

1. **Applicable standards set out in Guidance and/or issued by a competent body (e.g. Royal Colleges)**

### Suitably qualified podiatrist

### **General Items**

### Clients: Means persons receiving treatment for mental health related problems, within the various Trust’s buildings.

### *Use of the Trust Sites:*

### The contractor must not use the Trust’s sites or premises for any other purpose than carrying out the Podiatry Services.

### *Advertising:*

### Do not display or permit advertisements to be displayed on any site or within any document without the consent of the Trust in writing.

### *Security:*

The contractor shall include for and be solely responsible for the protection and safety of the works being undertaken, materials, plant and equipment, clients, staff, visitors and the general public. Without delay report any incident to the relevant account manager.

*Nuisance:*

Take all necessary precautions to prevent nuisance from fumes, dust, rubbish and any other causes. The contractor must note that NO burning of rubbish on any of the Trust’s sites is allowed.

*Dangerous Substances*

The contractor must take all recommended safety precautions when handling or using toxic, inflammable or any other dangerous substances and keep securely stored when not in use. Remove empty containers from site and dispose of in accordance with the **Environmental Protection Act 1990.**

The contractor must undertake all risk assessments in accordance with **Control of Substances Hazardous to Health Regulations 1994 COSHH.** Prior to using any dangerous substance.

All operatives who will undertake spraying of chemicals must have a valid certificate of competence in accordance with **The Food and Environmental Protection Act 1985**

**Staff**

The contractor must employ sufficient staff to ensure that the Podiatry service is provided in accordance with the specification. The contractor must ensure that a sufficient reserve of staff is available to provide the service during holidays or absences.

The contractor must employ for the purpose of this contract staff who are, skilled and experienced in the duties required of them and must ensure that every person is properly and sufficiently trained and instructed and carry out the tasks with regard to:

* The task that person has to perform
* The requirements of **Health and Safety at Work Act 1974** and all other relevant legislation and Codes of Practice applicable to the Podiatry industry.
* To be fully trained and competent in the safe use of tools, machinery and equipment and where necessary are suitably qualified

**Code of Conduct of Staff:**

* Be polite, courteous, helpful and promote a professional image to clients, staff and visitors at all times.
* Wear full Supplier uniform at all times. External clothing should carry visible reference to company name and service provided.
* Must display a clean and tidy appearance, hair must be clean and tidy.
* Not to commence work smelling of alcohol. Whilst on the Trust's sites the consumption of alcohol is not permitted.
* Smoking within the site grounds or any building is not permitted.
* Not to remove from any site keys belonging to the Trust. Keys which are given to the contractor for use on any site are to be handed in at the end of their work period. No copies of keys may be made without the expressed permission of the Trust’s Operational Estates Manager.
* Refrain from fraternising with clients, staff or visitors.
* Any kind of harassment of clients, staff or visitors will not be tolerated, even if meant in fun.
* Not to bring or give drugs, tobacco products, lighters, matches or alcohol to anyone or pass these on to a client by any means.
* Not to give money to anyone.
* Record on your Activity work sheet any approach made by clients, staff or visitors, which have security implications
* Report any approach by anyone to the Contract Manager, who will pass the information to the appropriate personnel.
* Be accountable for every item in the work area including, tools, equipment, machinery and debris. This is very important, as clients may use anything to harm themselves. This is especially important when working in or adjacent to occupied buildings.

### **Reporting Information**

### It is envisaged that a formal review of performance and operational requirements will be undertaken once throughout the period or as changes in the Trust's requirements occur.

### Monthly meetings with the Account Manager and a Customer Representative form the Contractor are to be undertaken.

### The successful contractor will be required to submit activity monitoring sheets for each site **[sheets will be provided by the Trust**] which gives a fully comprehensive plan of operations and tasks to be undertaken.

### **Confidentiality**

### In accordance with the provisions and principals of the **Data Protection Act 1998.** The contractor and its staff must not disclose to any person other than a person authorised by the Trust any information acquired by them in connection with the contract or any of the following elements:

### The Trust, Clients, Staff or Procedures.

### The identity of any client at any of the Trust’s sites or establishments.

### The medical condition of or treatment received by any client

1. **Corporate Social Responsibility**

The Contractor will be expected to show its commitment to Corporate Social Responsibility and best practice. The contract shall comply with the supplier code of conduct as set out in section A annexe A2.

### **General Data Protection Regulation Clause**

* + 1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Call Off Schedule 18 by the Customer and may not be determined by the Supplier.
    2. The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
    3. The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing.  Such assistance may, at the discretion of the Customer, include:
       1. a systematic description of the envisaged processing operations and the purpose of the processing;
       2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
       3. an assessment of the risks to the rights and freedoms of Data Subjects; and
       4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
    4. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call-Off Contract:
       1. process that Personal Data only in accordance with Call Off Schedule 18 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
       2. ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
          1. nature of the data to be protected;
          2. harm that might result from a Data Loss Event;
          3. state of technological development; and
          4. cost of implementing any measures;
       3. ensure that :
          1. the Supplier Personnel do not process Personal Data except in accordance with this Call-Off Contract (and in particular Call Off Schedule 18;
          2. it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

1. are aware of and comply with the Supplier’s duties under this clause;
2. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Call-Off Contract; and
4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
   * + 1. not transfer Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
          1. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
          2. the Data Subject has enforceable rights and effective legal remedies;
          3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
          4. the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
       2. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call-Off Contract unless the Supplier is required by Law to retain the Personal Data.
     1. Subject to clause 34.7.6, the Supplier shall notify the Customer immediately if it:
        1. receives a Data Subject Access Request (or purported Data Subject Access Request);
        2. receives a request to rectify, block or erase any Personal Data;
        3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
        4. receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Call-Off Contract;
        5. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
        6. becomes aware of a Data Loss Event.
     2. The Supplier’s obligation to notify under clause 34.7.5 shall include the provision of further information to the Customer in phases, as details become available.
     3. Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance  in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 34.7.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
        1. the Customer with full details and copies of the complaint, communication or request;
        2. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
        3. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
        4. assistance as requested by the Customer following any Data Loss Event;
        5. assistance as requested by the Customer with respect to any request from the Information Commissioner’s Office, or any consultation by the Customer with the Information Commissioner's Office.
     4. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
        1. the Customer determines that the processing is not occasional;
        2. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
        3. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
     5. The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer’s designated auditor.
     6. The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
     7. Before allowing any Sub-processor to process any Personal Data related to this Call-Off Contract, the Supplier must:
        1. notify the Customer in writing of the intended Sub-processor and processing;
        2. obtain the written consent of the Customer;
        3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 34.7 such that they apply to the Sub-processor; and
        4. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
     8. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
     9. The Customer may, at any time on not less than 30 Working Days’ notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call-Off Contract).
     10. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner’s Office publishes guidance. The Customer may on not less than 30 Working Days’ notice to the Supplier amend this Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Officer.