

North East Lincolnshire (NEL)

NEL Community MSK Physiotherapy Service (Any Qualified Provider - AQP)

Memorandum of Information (MOI)

Document Control

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1 PURPOSE, STRUCTURE AND NEXT STEPS FOR BIDDERS

1.1 Purpose of this document

This Memorandum of Information (**MOI**) provides an overview of the North East Lincolnshire Clinical Commissioning Group (hereinafter referred to as NELCCG) procurement and details of the:

- Procurement and its objectives;
- The joint service requirements;
- Procurement process;
- Procurement commercial framework; and
- Procurement governance and administration requirements.

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 application for the service being procured.

1.2 Organisation of this document

This MOI is organised into the following sections:

- Section 1: Purpose, Structure and Next Steps for Bidders**
Detailing the purpose and organisation of the MOI and the next steps for potential 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: Commissioning Bodies**
Details of the commissioning organisation.
- Section 4: Procurement Process Overview**
Detailing the steps involved in the procurement
- Section 5: Commercial Framework**
Detailing the key commercial terms and other legal and contractual arrangements for the procurement
- Section 6: Governance and Administration**
Detailing key governance and administration requirements of NELCCG.
- Section 7: Glossary of Terms and Abbreviations**
Providing a glossary of the terms used in the MOI.
- Annexes:**
- Annex A – Service Specification**
Detailing specific summary information for the service being procured.
 - Annex B – Local Information for North East Lincolnshire**
 - Annex C – Question and Answer Template**
 - Annex D – Return Label**
 - Annex E – ITT Receipt Form**
 - Annex F – Form of Application**
 - Annex G – Non-Collusive Application Certificate**

Annex H – Conflict of Interest Declaration
Annex I – Eligibility to Submit a Tender

1.3 Next Steps for Bidders

Interested parties wishing to participate in the procurement should request a tender pack by emailing nelccg.nelcprocurement@nhs.net and submit an application using the supplied documentation.

1.4 Closing Date

The closing date for submissions is **12 noon on Thursday 25th October 2018.**

2 INTRODUCTION AND OVERVIEW

2.1 Background to Procurement

2.1.1 Local Context

A review of MSK services in NEL prior to 2015 birthed a vision of a two tier MSK selection of providers – an initial tier offering community MSK services, supplied by an AQP framework of community providers, and a further tier offering more complex MSK treatment delivered as part of the acute trust. Therefore, since April 2015, NEL has commissioned an AQP framework of community MSK providers to manage its non-complex MSK service.

The current provider AQP framework, operating from April 2015 to March 2019, is a well-regarded service, both by GPs and its serving clients. Levels of satisfaction are high, wait times are monitored and consistently low, and outcomes are consistently good (measured by pre and post PROMS).

NEL seeks to begin a new AQP framework model of multiple organisations, capable of delivering the specified service to the locality. The AQP providers will need to deliver a robust, dynamic and flexible community MSK physiotherapy service which not only offers the best clinical treatment in line with all relevant guidelines and standards, but also emphasises the importance of self-management, equipping clients to manage their own condition where possible. The promotion of independence & wellbeing is paramount.

Funding has therefore been secured to tender for the new community MSK physiotherapy service under the AQP methodology.

The specification is available in Annex A, and details the requirements for the service. The successful provider/s will be expected to provide effective solutions to fulfil these requirements.

Service provision will address issues regarding access (geography/mobility) and wait times, will ensure acceptance of all stated referral routes and will ensure client self-management.

Further information on local demographics is detailed in:-

Annex B – North East Lincolnshire Local Information

2.1.2 National Context

In Europe nearly one-quarter of adults are affected by long-standing musculoskeletal (MSK) problems that limit everyday activity. In the UK, 2.5 million people have back pain every day of the year (Back Pain Survey, 2001), resulting in a total cost of 12.3 billion (22% of UK healthcare expenditure). In addition, 20% of the population present each year with a new onset or recurrence of an MSK problem (Clarke A & Symmons D. The Burden of Rheumatic Disease. *Medicine* 2006; 34 (9): 333-335).

MSK disorders consume £5bn of the NHS budget (NHS England blog, 2017) and account for the biggest part of the workload of the NHS. These figures are increasing each year (ARMA 2010. *Liberating the NHS: Transparency in Outcomes – a Framework for the NHS*). MSK conditions also have a significant social and economic impact - 8.9 million working days were lost in 2016/17 owing to work related MSK disorders (HSE, 2017) and up to 60% of people who are on long-term sick leave cite MSK problems as the reason. MSK issues are the second largest cause of general sickness absence, and a causal factor in depression (the largest cause of sickness absence) (ONS, 2016). Clients with MSK form the second largest group (22%)

receiving incapacity benefits (CBI in associate with AXA, 2005. 'Who Cares Wins: Absence and Labour Turnover 2005).

There are over 200 orthopedic conditions affecting millions of people, including all forms of arthritis, back pain and osteoporosis. It is estimated that up to 30% of all GP consultations are about MSK complaints (DH 2006). The majority (approximately 95%) of acute low back pain is non-specific and caused by non-serious conditions, and research shows that speedy treatment facilitates better outcomes and a speedier return to work – 90% of acute back pain should resolve in 6 weeks with appropriate support.

Given the above, there has long been a national drive to improve access (in relation to waiting times, choice and location) to MSK physiotherapy services by placing them in the community. The national focus has now moved to ensuring that increasing demand for these services doesn't exhaustively commandeer GP time.

2.2 Standards

It will be the responsibility of the successful provider to ensure that all services commissioned by NELCCG follow the aims and objectives described in the attached specification.

2.3 Objectives of the Procurement

The overarching objective of the service will be to provide a comprehensive community MSK service that offers client the choice of Provision, improvements in quality of life, and individual client centered treatment. This service will deliver care for clients living in or registered with a GP in NEL; it will encourage closer working relations with referrers and enable a more flexible and responsive service.

Clients will be provided with a choice of community MSK service providers through the community MSK AQP framework. The service will provide an alternative to hospital based treatment for the majority of clients being referred by GP's for MSK physiotherapy, supporting the strategy to move to community based services. It will also provide a non GP referral route to allow clients to access community MSK services directly as self-referrers. The key aims are to provide:

- A high quality, culturally sensitive and inclusive community MSK service
- Clinical assessment, advice, treatment and discharge within a community setting for all clients referred through a GP or who directly self-refer
- Specialist MSK advice and information to GPs, to inform GP triage and referrals where required
- A service that has a strong emphasis on client education and self-management, thereby promoting active, healthy lifestyles and reducing recurrence of injury or illness. This should include appropriate client information such as self-care leaflets
- The option of initial assessment or follow up by telephone, where this is appropriate
- Improved access to services closer to home and where appropriate within the client's own home. The services delivered should be of the same level and quality as would be delivered in clinics, to ensure equity of access
- A reduction in waiting times to access the service and deliver treatment, to enable clients to reach their individual treatment goals sooner. This could include an improved quality of life, ability to return to work, or more manageable pain
- Improved/appropriate partnership working and client intervention, by ensuring clients who repeat present to the service are flagged to their GP (with the clients consent)
- A reduction in the number of unnecessary and inappropriate referrals into community MSK services
- A reduction in the number of unnecessary and inappropriate referrals into secondary care, and active management of the demand for secondary care through the delivery of effective community based MSK services
- Improvements to GP triage, by ensuring clients with additional care needs are referred back to the GP with comprehensive clinical notes; these notes should be in a format which could be forwarded directly by GPs as part of onward referral

- Developments to community MSK services that dovetail with, and complement, existing local services
- Improved client safety by ensuring good communication with the client's GP and other treating clinicians, to ensure continuity of care
- Evidenced based interventions that deliver excellent clinical outcomes and a positive client experience
- Delivery and achievement of all agreed national and local performance measures or milestones
- Delivery of clinically effective treatments that reduce the demand on secondary care and intermediate care services and reduce the need for more costly interventions.

2.4 Scope of Services

The provider is required to offer a comprehensive community MSK service that gives client choice, improvements in quality of life, and individual client centred treatment. The framework will ensure a spread of community services across the county, with the option to visit clients at home where appropriate. This service should be provided by appropriately skilled staff and be accessible to all clients within the boundaries of NELCCG, or registered with a NEL GP.

Further details of the services required can be found in Annex A (service specification) of this MOI.

2.5 Service Accessibility

The provider must ensure that services are provided in an environment that promotes access and ensures safe and effective support. This includes ensuring that there is adequate privacy and confidentiality, cleanliness and maintenance.

The provider must ensure that they promote easy access to services by offering a choice of locations and times.

The provider must ensure they have paid due regard to the Equality Act 2010 and can evidence, where statutory obligations require, that they meet the needs of those covered by the requirements of the protected characteristics.

Further information on service accessibility is provided in the annexed specification.

2.6 Integration

The provider must demonstrate how it plans to enhance partnerships and provide an integrated service that works across health, social care, education, voluntary and other agencies within North East Lincolnshire, providing a seamless approach. This is to be backed up where possible by examples of the provider's track record in this regard.

2.7 Innovation

We are keen to encourage high quality innovative ideas and approaches. The provider is therefore expected to keep abreast of regional and national best practice in order to achieve innovative approaches to delivering the service.

2.8 Care Pathways

The system of support described in the attached specification should be integrated and able to respond to changing individual needs over time. It should also be able to provide access to appropriate interventions that meet an individual's needs in a holistic way.

2.9 Quality of Care provision

The provider will adhere to the quality indicators as set out in the attached specification.

2.10 Service Monitoring, Performance Management and Evaluation System

The provider will be responsible for delivering and responding to monthly and quarterly monitoring and evaluation mechanisms implemented by the commissioner, including providing requested data in a format provided by the commissioner.

The system is designed to monitor the procured service against the service specification criteria to facilitate service improvement. It will be reviewed on a regular basis to ensure that it is relevant and effective.

The provider will need to comply with additional requests for data from the commissioners from time to time, which will not generally involve the production of a report, but can be dealt with by verbal or emailed response. The provider will not charge for responding to these requests.

2.11 Bidder Pool

NELCCG wishes to receive responses to the ITT from suitably qualified and experienced providers with the necessary capacity and capability (or a demonstrable ability to provide the necessary capacity and capability) to provide the range of services as set out in Annex A (service specification), in a safe and effective manner and to meet the requirements of paragraph 2.12 below. Potential bidders may bid in partnership with other organisations such that the supplier for certain aspects may be different to the potential main bidder.

The intention of NELCCG is to develop a community MSK physiotherapy provider AQP framework, hosting all bidders that meet the required standards

2.12 Critical Success Factors (CSFs)

NELCCG requires the provider to meet the following CSFs throughout the life of the contract:

- Access
- Capacity
- Quality
- Value for Money and Affordable
- Reduction in carer support inequalities
- Partnership working
- Resilience

3 COMMISSIONING ORGANISATION

3.1 Commissioning Organisations

This is a North East Lincolnshire Clinical Commissioning Group (NELCCG) procurement.

NELCCG, Municipal Offices, Town Hall Square, Grimsby, DN31 1HU

3.2 Scheme(s)

Bids will be sought for the following service:

Inclusion onto an Any Qualified (AQP) framework of Providers for North East Lincolnshire Community Musculoskeletal Physiotherapy Service – further information has been detailed in Annex A.

4 PROCUREMENT PROCESS – OVERVIEW

The NELCCG timeline is summarised in paragraph 4.1 and further detailed in paragraphs 4.2 to 4.11 below.

4.1 Procurement Timeline

The timeline for the procurement is set out in Table 1 below. It should be noted that the dates are expected dates at the time of issuing this MOI and may be subject to change.

Milestones	Date
Advert published and applications invited	06.08.2018
Question and answer period	06.08.2018 - 18.10.2018
Expressions of interest	Within a week of receipt of tender pack
Deadline for receipt of bids	12 noon on 25.10.2018
Evaluation period	26.10.2018 - 16.11.2018
Clarification questions	16.11.2018
Preferred bidders announced	30.11.2018
Standstill period	30.11.2018 - 10.12.2018
Appoint preferred provider	10.12.2018
Contract award notification	21.12.2018
Mobilisation	27.12.2018 - 31.03.2019
Service commencement	01.04.2019
Lead in period for new providers	At the latest 30.09.2019

Table 1: NELCCG community musculoskeletal physiotherapy service procurement timeline

4.2 Advert, MOI & EOI

4.2.1 Advert

This procurement has been advertised in accordance with the requirements and to the guidelines issued by the Department of Health - this procurement has been advertised on Contract Finder, OJEU and NELCCG's procurement website. The advert has described, in general terms, the services being procured by NELCCG.

4.2.2 Expression of Interest (EOI)

Potential bidders are requested to register their interest by submitting the ITT receipt form at Annex E within a week of receipt of the tender pack.

4.2.3 Memorandum of Information

This MOI provides details of the NELCCG procurement.

This MOI should provide potential bidders with sufficient information on the procurement process and service requirements to enable them to make an informed decision about whether they wish to register their interest in the procurement.

4.3 Pre-Qualification Questionnaire (PQQ)

NELCCG are undertaking an "open" procedure; as such the PQQ is not appropriate.

4.4 Invitation to Tender

Interested bidders need to request a tender pack by emailing nelccg.nelcprocurement@nhs.net.

Tender pack documents will be sent electronically, consisting of:

- Memorandum of Information (MOI), including:
 - Annex A – Service Specification
 - Annex B – North East Lincolnshire Local Information
 - Annex C – Question and Answer template
 - Annex D – Return Label
 - Annex E – ITT Receipt Form
 - Annex F – Form of Application
 - Annex G – Non-Collusive Application Certificate
 - Annex H – Conflict of Interest Declaration
 - Annex I – Eligibility to Submit a Tender
- Tender questionnaire
- A link to the National Contract that will be used.

4.5 Questions and Answer process

A question and answer process will operate during the application stage as explained below. The objective of this process is to give potential bidders the opportunity to submit questions to the commissioners where they require clarification on the information contained in the MOI or Application. Responses to the questions submitted will be published on the procurement website <http://www.northeastlincolnshireccg.nhs.uk/e-procurement/>.

Potential bidders should submit questions using the template provided at Annex C, via e-mail to nelccg.nelcprocurement@nhs.net.

Questions received by any other method will not receive a response.

The period in which potential bidders can raise questions commences on the day the ITT is issued. The commissioner will seek to answer questions within five working days following the day of receipt. Potential bidders are urged to review the documents immediately upon receipt and identify and submit any questions as soon as possible and in any event no later than **5pm on 18th October 2018**. Any questions received after this time will not be answered.

In order to treat potential bidders fairly, the commissioner will normally provide an anonymised copy of any questions, and the answers to those questions, to all potential bidders. Questions and answers will be published on the website. This will be provided in digest form, periodically updated and published on the website once questions are answered. Bidders should ensure they regularly review the responses.

Provision will be made for potential bidders to request answers in confidence, but in responding to such requests the commissioner will reserve the right to act in what it considers a fair manner and in the best interests of the procurement, which may include circulating the response to all potential bidders.

4.6 Deadline for Responses

The submission must be completed in accordance with the instructions. Completed submissions must be received by **12 noon on Thursday 25th October 2018**. Failure to return a completed application by the deadline above will normally result in the disqualification of the potential bidder from participating in this procurement.

4.7 Address for Responses

The package enclosing the completed application must not indicate the potential bidder's identity.

The attachment at Annex D must be used when addressing the package.

Completed applications should be sent to:

MSK Service Lead – Care & Independence,
North East Lincolnshire Clinical Commissioning Group,
Municipal Offices,
Town Hall square,
Grimsby,
DN31 1HU

If proof of delivery is required, then submissions should be presented with a pre-printed receipt that will be signed on arrival. NELCCG (and its agents) will not provide original proof of delivery paperwork.

4.8 Format of Bids

Potential bidders are requested to provide their response in electronic form on a secure memory data stick or on a CD form. No paper copy is required to be submitted except for the signed declarations at Annex F, G, H & I of this MOI.

- Form of Application
- Non-Collusive Application Certificate
- Conflicts of Interest Declaration
- Eligibility to Submit Tender

4.9 Evaluation

Potential bidders should note that NELCCG reserves the right to vary the selection procedure to support continued competition, avoid unnecessary bidding costs, and adhere to subsequent technical or legal guidance, or for other reasons at its sole discretion.

The evaluation of responses will consist of three elements as outlined below:

Preliminary compliance review

The information supplied by each potential bidder will be checked for completeness and compliance with the requirements of the tender before responses are evaluated. The preliminary compliance review will check that submissions:

- Answer all questions (or explain satisfactorily if considered not applicable);
- Identify the proposed supplier(s) of any services not intended to be delivered by themselves;
- Are made in the format, medium and quantity requested; and
- Have been delivered with the signed declarations.
- **Unable to accept the price for question 18.1 of the questionnaire.**

Where, in the opinion of NELCCG, a response is non-compliant, the potential bidder may be excluded from further consideration. Failure to provide a satisfactory response (or any response) to any element may result in NELCCG not proceeding further with that potential bidder.

Initial evaluation

At initial evaluation, unsatisfactory answers in the following areas may result in a failure to pre-qualify and be short-listed:

- Previous failure to complete a significant contract (if one held) and/or previous or ongoing damages claims;
- Ongoing liabilities which threaten the potential bidder’s solvency;
- Unresolved conflicts of interest;
- Failure to accept the key commercial terms as set out in the MOI;
- Failure to provide details of referees;
- Failure to include an appropriate statement of health and safety policy;
- Failure to confirm that a Director will be in post to oversee the transition team;
- Failure to provide 3 years audited accounts or banker’s letter;
- Failure to comply with the Equality Act 2010;
- Failure to conduct the appropriate Equality Impact Assessments when reviewing policy; (NELCCG considers that undertaking EQUIAs is essential in ensuring equality is being considered and as such it is a contractual requirement for all providers to evidence these are being conducted);
- Failure to agree to the provision of appropriate data.

Detailed evaluation

At the detailed evaluation stage, potential bidders will be scored against their answers to questions grouped in the following categories:

- **Organisational** (Details of the bidder, technical resources, financial information, equality and Diversity, health & safety, quality management systems and organisational Governance)
- **Delivering the service** (transition/implementation, service delivery, staffing, service delivery governance, IM&T, innovation, partnerships, knowledge of the district, record keeping and administration, quality assurance of the service and financial)

The evaluation will be undertaken by a panel consisting of professionals and a community member and will be evaluated on the following scoring criteria:

Quality Criteria Score	Marks
Response is significantly above the minimum requirements offering added value and innovation throughout.	10
Meets minimum requirements and offers a level of added value, innovation.	8
The response meets the minimum requirements (this is the “average” or benchmark)	5
Meets some minimum requirements but fails to include significant factors	2
Fails to meet any requirements	0

Questions that require a YES/NO response, with further information detailed or enclosed, will receive a score of either 0 or 5.

In order to score sections of varying sizes with equal measure, the top available score for each section will be identified. Bidders’ individual actual section scores will be recorded.

The percentage between the actual and top possible score will give the overall score for each section, e.g.

Top score available = 145
 Actual Score = 119
 % = 82

**The benchmark for each Part is therefore 50%.
 Providers must meet this benchmark in each section to be included on the Framework.**

The overall section breakdown of scores is evaluated on the following basis:

	Criteria	Weighted Score
1	Price <i>(Although the contract envelope is fixed, the breakdown of costs will be reviewed and scored accordingly as part of the Tender Questionnaire)</i>	0%
2	Quality <i>Of which:</i> Organisational Service Delivery	100% 20% 80%

At this stage, providers will be evaluated based on:

- (a) Their initial responses to the tender questionnaire
- (b) Their responses to the written clarification questions following the initial evaluation.
Interviews will not be held.
- (c) Reference information

A short list will then be drawn up of those bidders who have met the benchmark.

Tenderers should note that NELCCG regards the evaluation of tenders as a continuous process up to the point of award. Any relevant factors that come to light during this process will be considered and you may be asked to submit further information at any time. In the event of an unsatisfactory finding at any stage in the evaluation process, NELCCG reserves the right to disqualify the tenderer concerned from the competition without compensation.

4.10 Contract Award

Based on the outcome of the ITT evaluation, recommendations will be made to NELCCG Care Contracting Committee for their consideration and authorisation to award a contract. Following approval, NELCCG and the recommended bidder may enter into the contract.

4.11 Service Commencement

Following contract award and in accordance with the provider's mobilisation plan, NELCCG will work together with the provider towards the agreed contracted service commencement date, which is intended to be 1st April 2019.

5 COMMERCIAL FRAMEWORK

Potential bidders' attention is drawn to the following commercial information:

5.1 Contract

The contract to be entered into by NELCCG and the selected provider for this procurement will be based on the NHS Standard Contract for Community Services. Within this AQP framework, the Community Services contract will be adapted as necessary to reflect the requirements of the service specification (the contract).

Each contract will be separate to and independent of any existing contract currently in place between a provider and NELCCG.

5.2 Contract Duration

The contracts will be initially set from 1st April 2019 until 31st March 2022, with the possibility of extending the term beyond the initial contracted duration by a further 2 [two] years (with mutual agreement from the provider and NELCCG).

5.3 Workforce

5.3.1 Policies and Strategies

Bidders will be required to provide evidence that all proposed workforce policies, strategies, processes and practices comply with all relevant employment legislation applicable in the UK and in addition comply with the provisions outlined in:

- Safer Recruitment – A Guide for NHS Employers (May 2005);
- The Code of Practice for the International Recruitment of Healthcare Professionals (December 2004) (the Code of Practice);
- Standards for Better Health (April 2006);
- European Working Time Directive.

Bidders will be required to indicate that they have workforce policies, strategies, processes and practices on:

- Staffing levels, health & safety and other relevant policies including those on environmental protection;
- Ensuring staff meet the continuing professional development (CPD) requirements of their professional and regulatory bodies;
- Staff handbook setting out terms and conditions of employment for staff; and
- Procedures for ensuring compliance that all staff are registered with the relevant UK professional and regulatory bodies.

5.3.2 Management and Staffing Arrangements

The service will be managed on a day to day basis by the provider, who will ensure that there are effective management and leadership systems. The provider will ensure that a nominated individual will be responsible for the running of the service, including managing systems to collect and collate performance management data.

The provider will provide the commissioner with a detailed staffing structure of its organisation and that of other providers who deliver sub-contracted work. These should indicate the managerial responsibilities for the provision of the service.

The provider will manage the process of recruiting and preparing a team. The provider will, when recruiting potential employees for the purpose of the contract, act in accordance with the specification.

The provider shall also ensure that employees of appropriate levels of experience and expertise perform the services to achieve cost efficiency.

The provider will guarantee that during periods of staff absence such as sickness and holidays, the service will not be adversely affected and arrangements for cover will enable the service to continue in line with this specification.

The provider will, in accordance with the commissioner's instructions and requirements, work closely with colleagues in NELCCG to ensure that a robust IT infrastructure is in place and that computerised record keeping and data collection is used, including for reporting/monitoring purposes.

5.3.3 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 PMS or GMS contracting and staff meet eligibility conditions for the NHS pension scheme.

5.3.4 Staff Transfers (TUPE)

The CCG considers that TUPE will not apply.

However, the attention of potential bidders is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE may apply to the transfer of the contract from the present provider to the new one, giving the present provider's staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the preferred provider or its sub-contractors on the same terms and conditions. The above does not apply to the self-employed.

Therefore, bidders are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary throughout the process.

The successful provider will be required to indemnify NELCCG against all possible claims under TUPE.

Where TUPE applies, the Code of Practice on Workforce Matters in Public Sector Service Contracts Guidance (Cabinet Office, March 2005)¹ will apply. This means that staff transferring under TUPE should receive access to a pension scheme that is certified as "broadly comparable" with the NHS pension scheme by the Government Actuary's Department (**GAD**).

5.4 Health Record Management

The provider(s) must have local policies in place that describe access to health records.

The Records Management: NHS Code of Practice has been published by the Department of Health as a guide to the required standards of practice in the management of records for those who work within or under contract to NHS organisations in England. It is based on current legal requirements and professional best practice.

¹ [Code of Practice on Workforce Matters in Public Sector Service Contracts Guidance](#)

It is a fundamental requirement that all of the health records are retained for a minimum period of time for legal, operational, research and safety reasons. The length of time for retaining records will depend on the type of record and its importance to NELCCG business functions.

The provider(s) must regularly audit its records management practices for compliance with NELCCG's Record Management framework.

All provider(s) staff must be made aware of their responsibilities for record-keeping and health record management through generic and specific training programmes and guidance.

5.4.1 Information Governance

The provider(s) must ensure that their systems join up with the national agenda for integrated health records. Any organisation that receives services from NHS Connecting for Health, either directly or indirectly, must complete the Data Security and Protection Toolkit (previously the NHS Information Governance Toolkit (level 2))

The telephone and information systems used by the provider(s) must be consistent with the requirements of the National Programme for IT (Connecting for Health). The provider(s) must have an information, management and technology system that can:

- monitor performance and outcomes;
- support performance review and improvement of carer support;
- ensure confidentiality of information about carers;
- assure data quality;
- review and improve practice, for example clinical indicators;
- facilitate the efficient delivery of performance reports as required by the performance management system

The provider(s) shall arrange the effective secure electronic transmission of carer data between the provider(s) and other service providers; and to establish a protocol which confirms that information has passed from the provider to another provider using the NHS number as the key client identifier and complying with the DH security guidelines.

The provider(s) shall have in place links to enable data to be transferred electronically. Where organisations do not have a facility to receive such electronic messages, the provider(s) will transfer the data by a safe haven fax to organisations until such a time as the organisation puts such electronic links in place.

The provider(s) must comply with all legitimate information requests made under for example the Freedom of Information Act, Access to Health Records Act and Data Protection Act as well as GDPR.

The provider(s) shall ensure that information technology is integrated with other providers such that carers can be redirected or referred on to other services as efficiently and conveniently as possible.

It is the provider's responsibility to ensure that all their staff accessing NHS information, documents, IT systems, and networks are properly authorised to do so. The commissioner reserves the right to impose sanctions on the provider(s) if they fail to comply in this regard.

All aspects of the assessments and records of the support given to carers will be computerised by the provider(s), who will take all necessary and reasonably practicable steps to ensure that the accuracy and safe storage of data is maintained. Data will be backed up, encrypted and securely held according to best industry standards.

The provider(s) will ensure that the client records will be stored in a safe and confidential manner that allows ready access to them to comply with the DH record retention requirements.

The provider(s) will make available to the commissioner the original record, or a faithful transcript thereof, of any assessment between the provider(s) and a client within twenty (20) working days of a written request from the commissioner. Such a request would be in response to a serious situation - for example a cause of concern having been raised about the performance of a professional, or as part of an independent review of a complaint, or as part of an investigation into an adverse incident or significant event.

The provider(s) will provide information management and technology systems capable of delivering the effective secure transmission of client data across North East Lincolnshire.

The provider(s) will act in accordance with the Caldecott Principles, whereby clients have a right to expect that any employee of the provider will not disclose any personal information that is learnt during the course of their professional duties, unless the client gives permission.

The provider(s) will ensure that anonymised data will be used where information is not used for direct care, e.g. research.

5.4.2 Statement of Confidentiality

The provider(s) must embed into its culture their responsibilities as contractors and their sub-contractors the NHS Confidentiality Code of Practice 2003 and the Data Protection Act 1998 when providing services for NELCCG.

The provider(s) must adhere to its common law duty to ensure that confidential information is protected from inappropriate disclosure. Furthermore, under Principle 1 of the Data Protection Act 2018 personal information must be processed (disclosed) lawfully.

In this specification the definition of confidential information arises when one person discloses information to another (e.g. client to practitioner; colleague to colleague; employee to employer; commissioner to contractor) in circumstances where it is reasonable to expect that information will be held in confidence. It:

- is a legal obligation that is derived in case law.
- is a requirement established within professional codes of conduct.
- must be included within employment contracts as a requirement linked to disciplinary procedures.

The public entrust the NHS with, or allow us to gather, sensitive information relating to the clinical and business activities of the NHS. They do so in confidence and they have a legitimate expectation that all persons who may be exposed to, or process information will respect the confidentiality of that information and act appropriately. It is essential, if the legal requirements are to be met and the trust of the public retained, that the NHS provides, and is seen to provide, a confidential service in all of its clinical and business activities.

5.4.3 Related legislation

- Data Law Duty of Confidentiality
- Code of Conduct for Employees in Respect of Confidentiality
- General Data Protection Regulation (GDPR)

The provider(s) must ensure that they have read and comply with the Code of Conduct for employees in respect of confidentiality and other relevant Information Governance policies and procedures.

The provider(s) must ensure compliance with the above policies and procedures and ensure the reliability of its staff that have access to any confidential information held by NELCCG. In addition, if the provider(s) is required to access or process confidential information held by NELCCG, the provider(s) shall keep all such information secure at all times and shall only process such data in accordance with instructions received from the respective organisations.

The provider(s) must be aware of the possible impact of the Freedom of Information Act 2000 on the documentation connected with a contract.

The provider(s) shall indemnify NELCCG against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person as a result of the provider(s) loss, damage, destruction or unauthorised disclosure of, or unauthorised access to, or the unauthorised and/or unlawful processing of, any confidential information (including medical records and notes) held by the contractor, its employees or agents.

The carer record will, at all times, remain the property of NELCCG and must be returned in its entirety on completion or termination of this agreement.

Under the Data Protection Act 2018 a breach of confidentiality may constitute an offence which may lead to a prosecution.

5.5 Health, Safety and Risk Management

The provider(s) must analyse and address the risks associated with all of their activities in compliance with the Corporate Manslaughter and Corporate Homicide Act 2007. The provider(s) should focus on keeping their health and safety management systems under review.

The provider(s) will ensure that they have in place documented risk management plans that will include, but are not limited to:

- Incident reporting, investigation, resolution and audit to inform learning and service development
- Implementation of NICE guidance
- Prevention of healthcare acquired infections
- Safe and effective acquisition, use and disposal of devices including decontamination
- Safe and effective storage and transport of confidential information
- A written policy outlining the level of risk the team is able to manage and an operational policy addressing staff safety. This will incorporate staff safety on service premises as well as when on home visits
- The need to keep confidential all information howsoever acquired whether relating to NELCCG and its business, or relating to carers, including but not limited to carer identity or personal circumstances.

5.6 Payment Mechanism

Payment to the provider will be monthly in arrears on production of invoices and activity/performance information. Invoices must show the number of initial assessments, follow ups, group sessions and advice and information sessions during the month and the following prices will apply:-

Specialist MSK advice and information to GPs (to inform triage)	£20
Initial Assessment:	£30
Follow Up:	£20
Group Work:	
2 clients	£40 per session
3 clients	£60 per session
4 clients	£80 per session
5 – 10 clients	£100 per session

If the average ratio of follow up appointments to initial assessments in any reporting quarter exceeds 3.5, NELCCG will claw back the cost of the excess from subsequent payments.

No inflationary uplift will be applied to the contract values stated above.

The financial envelope includes the set-up and close down costs of the business as part of the entire contract lifecycle.

Should the commissioner and provider agree to extend the contract beyond 3 years, further years' funding will be confirmed at this time.

5.7 Financial Standing

Financial standing requirements for the NELCCG procurement will be confirmation of identity, solvency and proposed business structure. Bidders will also be required to put forward detailed proposals as to how the funding requirements will be met.

5.8 Insurance

A comprehensive schedule of insurances that the provider(s) will be required to obtain will be set out in the ITT document. This will typically include public liability, corporate medical malpractice (if appropriate) and certain property cover. These required insurances are in addition to any insurance required by individual professionals.

The insurance requirements will also necessitate providers ensuring that:

- Members of the public utilising the service are fully protected to the extent that they have a valid claim against the provider and/or NELCCG, and
- NELCCG are fully protected,
- The provider maintains insurance which meets at least the minimum statutory requirements.

Provider(s) will be required to indemnify NELCCG against any claims that may be made against it arising from the provision of the service by the provider(s). NELCCG will expect the provider(s) to offer evidence that they have sourced appropriate (and sufficient) insurance or other arrangements.

5.9 Environmental Sustainability

The commissioner recognises that its actions as an organisation have an effect on the local, regional and global environment. The commissioner is committed to continuous improvement in environmental performance and the prevention of any actions that may cause damage or do not support attempts to improve the sustainability of the environment.

The provider(s) is expected to comply with environmental regulations, legislation and codes of practice as the minimum standards. The commissioner will look to ensure that the provider(s) performance exceeds these requirements wherever possible.

The organisation should agree to a range of sustainability and environmental impact targets and standards to include:

- Active monitoring of staff and client travel
- Waste management
- Energy consumption

Environmental sustainability impacts should be considered in all key decisions through the use of impact assessments.

6 GOVERNANCE AND ADMINISTRATION

6.1 Requirements

6.1.1 Procurement Costs

Each 'relevant organisation' will be responsible for its own costs incurred throughout each stage of the procurement process. NELCCG will not be responsible for any costs incurred by any relevant organisation' or any other person through this process.

6.1.2 Consultation

NELCCG will lead on all local stakeholder engagement issues. The consultation will follow the requirements of the Health and Social Care Act 2001 (now contained in the NHS Act 2006).

All consultation outcomes will be received and considered and included in the final ITT document.

6.1.3 The Public Contract Regulations 2015

The service to which this MOI relates falls within Schedule 3 of the Public Contracts Regulations 2015 ("**the Regulations**") 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 NELCCG intends to hold itself bound by any of the Regulations, save those applicable to Part B services.

6.1.4 Standards

Any commissioned service must meet all national standards of service quality set out in the service specification, including those set out in Standards for Better Health. It will be the responsibility of the provider(s) to ensure that all services commissioned by NELCCG achieve these standards. The provider(s) will follow the aims and objectives described in the specification for the service, ensuring it meets all appropriate standards in delivery of same. See Annex A of this MOI for a detailed requirement on the services and the specific standards to be achieved for this tender.

6.1.5 Conflicts of interest

In order to ensure a fair and competitive procurement process, NELCCG requires that all actual or potential conflicts of interest that a potential bidder may have are identified and resolved to the satisfaction of NELCCG.

Potential bidders should notify NELCCG of any actual or potential conflicts of interest in their response to the ITT. If the potential bidder becomes aware of an actual or potential conflict of interest following submission it should immediately notify NELCCG via email to nelccg.nelpcprocurement@nhs.net. Such notifications should provide details of the actual or potential conflict of interest.

If, following consultation with the potential bidder or bidder, such actual or potential conflict(s) are not resolved to the satisfaction of NELCCG, then NELCCG reserves the right to exclude at any time any potential bidder or bidder from the procurement process should any actual or potential conflict(s) of interest be found by NELCCG to confer an unfair competitive advantage on one or more potential bidder(s), or otherwise to undermine a fair and competitive procurement process.

6.1.6 Non-collusion and Canvassing

Each potential bidder and bidder must neither disclose to, nor discuss, with any other potential bidder, or bidder (whether directly or indirectly), any aspect of any response to any NELCCG procurement documents.

Each potential bidder and bidder 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, either the NHS or the DH in connection with the selection of bidders or the provider in relation to the NELCCG procurement.

6.1.7 Freedom of Information

NELCCG 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 NELCCG, (including, but not limited to, the information contained in the MOI, or scheme ITT and the submissions, bids and clarification answers received from potential bidders and bidders) may need to be disclosed by NELCCG in response to a request for information.

In making a submission or bid or corresponding with the NELCCG at any stage of the NELCCG procurement, each potential bidder, bidder and each 'relevant organisation' acknowledges and accepts that NELCCG may be obliged under the FOIA to disclose any information provided to it:

- Without consulting the potential bidder or bidder; or
- Following consultation with the potential bidder or bidder and having taken its views into account.

Potential bidders and bidders must clearly identify any information supplied in response to the NELCCG 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.

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 potential bidder or bidder, NELCCG may wish to withhold such information under the relevant FOIA exemption.

However, potential bidders should be aware that NELCCG is responsible for determining at its absolute discretion whether the information requested falls within an exemption to disclosure, or whether it must be disclosed.

Potential bidders should therefore note that the receipt by NELCCG of any information marked "confidential" or equivalent does not mean that NELCCG accepts any duty of confidence by virtue of that marking, and that NELCCG has the final decision regarding the disclosure of any such information in response to a request for information.

6.1.8 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.

NELCCG or any of their advisers does not 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, provider, bidder member, financiers or any of their advisers, orally or in writing or in whatever media.

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 NELCCG or any of their advisers.

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

NELCCG reserves the right to change the basis of, or the procedures (including the timetable) relating to the NELCCG procurement process, to reject any, or all, of the 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.

NELCCG shall not be obliged to appoint any of the bidders and reserves the right not to proceed with the NELCCG procurement, or any part thereof, at any time.

Nothing in this MOI is, nor shall be relied upon as, a promise or representation as to any decision by NELCCG in relation to this procurement. No person has been authorised by NELCCG 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 NELCCG 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 NELCCG, DH or any of their advisers or consultants in connection with this MOI or any other pre-contract documentation.

7 GLOSSARY OF TERMS AND ABBREVIATIONS

Term	Description
AQP- Any Qualified Provider	A selection of providers that met the qualification criteria set for a particular service. Once qualified they can be considered for referrals.
Bidder	A single operating organisation/person that has been invited to participate in the ITT stage and is bidding for one or more NHS 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
CfH	Connecting for Health
CPD	Continuing professional development
Contract	The NHS Standard Contract for Community Services, to be entered into between the relevant commissioning party and recommended bidder for the provision of the service.
DH	Department of Health
EOI	Expression of interest
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 NELCCG is subject
GP	General Practitioner
IM&T	Information management and technology
ITT	Invitation to tender
MOI	This Memorandum of Information setting out the details of the scheme and the requirements of the NELCCG procurement
NHS	National health service
NELCCG scheme ITT	An ITT that is specific to those services set out in one or more schemes that the commissioners wishes to procure and is sent to potential bidders
Potential bidder	A single operating organisation or person that is participating in the NELCCG procurement, but that has not at the relevant time been invited to respond to an ITT
PQQ	Pre-Qualification Questionnaire
Provider(s)	The successful bidder who has entered into a contract with NELCCG to provide the service specified in the relevant service specification
Relevant organisation	An organisation(s) or person connected with a response to a tender and / or connected with a bid submission including (without limitation): (i) the potential bidder; (ii) the bidder; (iii) the provider; (iv) each bidder member; (v) each bidder guarantor; and (vi) each clinical services supplier
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI/2006/246)
VfM	Value for Money which is the optimum combination of whole-life cost and quality (fitness for purpose) to meet the overall service requirement

Transparency in outcomes: a framework for quality in adult social care *The 2012/13 Adult Social Care Outcomes Framework*