**Primary Care Support Services – Re-Procurement - Legal Specification**

**1.0 Background**

1.0.1 The Primary Care Support Services Contract is a £420 million first generation outsourced services contract. In 2015 a 4 year framework was procured (which has now expired) and a Call-Off Agreement for 7 years with an option to extend for a further 3 year period.

1.0.2 The call off agreement commenced in September 2015 with Capita Services Ltd trading as Primary Care Support England (PCSE). The services that are delivered under the contract include:

* Payment services: GP, Ophthalmic, and Pharmacy contractors​
* GP Pensions​
* Medical Records Movement/Management, including handling information access requests.​
* Supplies (controlled stationery including prescription pads and some sterile products)​
* Patient registrations ​
* Administration of the National Performers Lists (GPs, dentists and opticians)​
* Pharmacy Market Entry & Exit​
* Defence Medical Services (PCS services for defence personnel)​

1.0.3 Breast and Cervical Screening administration services were included at the outset but have since been descoped.

1.0.4 The contract is currently operating within the seventh and final year with the full three-year extension being executed until August 2025.

1.0.5 In order to ensure that the future service contract is flexible and meets the requirements of the future Primary Care strategy, Primary Care Support Services Management Team (PCSMT) are embarking upon on an ambitious programme of work to commence the re-procurement process.

**2.0 Scope of the Requirement**

2.1  **Overview**

**2.1.1 Future Services Programme**

2.1.1.1 The PCS future services programme is being managed the Head of Transformation and a team of professionals that will flex throughout the duration of the programme.

2.1.1.2 The re-procurement will be undertaken by a dedicated team of highly skilled and experienced professionals, with involvement from key stakeholders both internal and external to NHS England and Improvement (NHSEI).

2.1.1.3 In order to determine if the future service model will be to secure a single supplier or disaggregate the current provision into specific service areas, the team will undertake a scoping and design process to determine the future requirements.

2.1.1.4 However, due to the nature of the services, contract value and key stakeholders, it is recognised that there is a requirement for dedicated legal advice and guidance through the entire programme of work commencing from May 2022 until approximately February 2026.

**2.1.2 Current Contractual Arrangements**

2.1.2.1 The current contractual arrangement is within the seventh and final year, the contract has been extended and will cease on the 31st August 2025.

2.1.2.2 During the final years of the contract the PCS Commercial Team may require ad hoc advice and guidance in relation to unforeseen matters that arise during the period and also in relation to exit of the current services.

**2.2 Location**

2.2.1 There will not be a specific base for the service to be delivered from, however there may be a requirement for the successful supplier to attend meetings at Quarry House Leeds, Wellington House London or other venues as required.

2.2.2 Expenses for travel and / or accommodation will not be paid by NHSEI.

2.2.3 Bidders should be aware that NHSEI will require the successful bidder to work exclusively with NHSEI in respect of providing legal support for this process and will require confirmation upon in appointment that they will not be providing legal support directly or indirectly in respect of any bid from any organisation bidding for the contract(s).

**3.0 Requirements**

**3.1 Overview**

3.1.1. The legal expertise will be provided on an ad hoc flexible basis based on the requirements of the programme, this ensuring that the team has the ability to draw upon specific areas of expertise as and when required.

3.1.2 The successful supplier should have knowledge and experience of NHS procurements and the NHS environment and changing landscape.

3.1.3 The successful supplier should also have the capacity to respond rapidly when legal expertise is required.

3.1.4 The key areas of support required are set out below:

**3.2 Engagement with the market**

* + 1. **Early Market Engagement (Research**)

Advice and guidance on the approach and ensuring transparency and consistency with potential future bidders and the incumbent supplier.

* + 1. **Market Engagement**

Advice and guidance on approach and ensuring transparency consistency with potential future bidders. It is envisaged that there will be 2-3 sessions with suppliers however this is subject to change.

* 1. **Scoping and Service Development**

3.3.1 **Scoping**

Ad hoc advice during the scoping phase in relation to potential commercial arrangements and contracting models, including make or buy decisions and disaggregation.

* + 1. **Strategic and Outline Business Case**

Legal review of the procurement / commercial sections of the business cases as required.

* 1. **Procurement Support**

**3.4.1** **Prior Information Notice (PIN)**

Review the PIN notice to ensure accuracy prior to publication.

* + 1. **Procurement Documentation and Evaluation Criteria**

Advice into the development of documentation as required.

Where required review the procurement documentation prior to publication.

Support the development of the evaluation criteria and methodology.

Provide advice and guidance in relation to the bidder questions as required.

* + 1. **Contractual Terms and Conditions**

Support the development of the contractual terms and conditions.

* + 1. **Provision of additional information**

Provide advice and guidance in relation obtaining the key information required from the incumbent supplier prior to publication of the tender as required.

* + 1. **Tender Pack**

Legal review of the final tender pack prior to publication.

* + 1. **Clarification Questions**

Advice and guidance in relation to clarification questions received from bidders as required to ensure consistency and transparency.

Support with responses to any legal clarification questions.

* + 1. **Evaluation and Moderation**

Review documents, guidance notes and training materials for evaluators as required.

Provide advice in relation to moderation sessions as required.

Attend moderation sessions as an impartial participant if required.

Review the evaluation and moderation outcome as required.

* + 1. **Contract Award**

Review contract award recommendation report.

Review the full business case as required.

Review the stand still and contract award letters.

Provide advice and guidance in relation to any queries and potential challenges from unsuccessful bidders.

Review the final contract prior to execution.

* 1. **Transition and Post Procurement**

**3.5.1** Transition

Provide ad hoc advice and guidance through the transition/ implementation process in relation to legal matters

* + 1. **Post Procurement - 2025 / 2026**

Provide ad hoc advice and guidance following go live and early life support in relation to legal matters

**3.6 General**

**3.6.1** Ensuring that the programme is compliant with the Public Contract Regulations 2015 and any subsequent revisions to the regulations.

**3.6.2** Advice on the application of any applicable law changes throughout the programme.

* + 1. Advice and compliance on Freedom of Information requirements and TUPE.
  1. **Current Service Provision**

**3.7.1** Provide ad hoc advice and guidance on matters that arise during the extension period.

**3.7.2** Advice in relation to the exit of the current contract.

1. **Timelines**

**4.1** Outlined below are the indicative timelines which are subject to change pending the conclusion of the scoping stage:



1. **Key Meetings**

**5.0.1** Outlined below are the key meetings that it is expected will require legal representation on a regular basis:

* Programme Board Monthly
* Working Group Monthly
* Commercial and Legal work stream meetings TBD

**6.0 Added Value**

**6.0.1** As part of the contract award the supplier should provide an element of added value for the customer for example:

* Offering and delivering training to be agreed with the programme team.
* Providing FAQs/guidance notes as agreed with the programme team.

**7.0 Key Performance Indicators (KPIs)**

**7.0.1** The supplier will be required to report upon the KPIs outlined within Appendix 1.

**7.0.2** Reporting mechanisms and timings will be agreed with the supplier on award of the contract.

**Appendix 1**

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| **Category** | **Requirements** | **Further detail of requirement, where set out in another document e.g. contract/SOP etc.** | **How monitored/measured** |
| **Delivery of required legal services** | **Capacity and Expertise**   * The supplier should ensure that the contact is delivered in line with the capacity and expertise outlined within the service specification and contractual documentation. | The contract schedules will include role profiles provided within the tender process. | The team will monitor requirement matched to the role profiles.  The team will monitor availability of the required expertise. |
| **Timelines**   * To provide advice within the timescales agreed with the programme team for specific advice and guidance, however the following initial response times will be required and as a minimum:   + Respond to urgent requests on the same day or by midday the following day if received after 3pm   + Acknowledge any new requests within 1 working day   + Inform the Head of Transformation if a timescale may not be achievable. | KPI schedule to be included in the contract. | Monthly reporting to outline the turnaround times for advice in line with the SLA. |
| **Quality of advice**   * The supplier should provide advice that is:   + Accurate   + Taking account of wider context and policy issues   + Succinct and accessible to the client   + Risk-based and solution-focussed | Clear routes of escalation within the contract in relation to quality concerns. | To be measured by the programme team and via the contractual escalation route. |
| **Relationship Management** | The supplier will ensure that:   * We are informed of any other matters that might impact on NHSEI or otherwise NHSEI has an interest in (including but not limited to conflicts that may arise, matters that impact on capacity and any changes to the legal advisers providing support) * Risks are escalated to the Head of Transformation and NHSEI legal team * They attend the Programme Board and required workstream meetings when required. | On commencement a schedule of key meetings will be provided. | The programme team will monitor the escalation of risks through the programme risk log.  Attendance at the required meetings will monitored by the programme team. |
| **Compliance with systems and processes** | The supplier will ensure that:   * Documents and advice are uploaded to CMS files in a timely manner ensuring all files are up to date. * They comply with the NHSE/I Legal Costs PO and uplift process, invoicing process and year end process. | Compliance in line with the required processes and procedures | NHSE/I legal team spot checks and Legal Costs monitoring of compliance with NHSE/I processes. |