

The Maritime and Coastguard Agency (MCA) is an Executive Agency of the Department for Transport. The MCA is responsible throughout the UK for implementing and developing the UK Government's maritime safety and environmental protection policy. That includes coordinating Search and /Rescue at sea through Her Majesty's Coastguard 24 hours a day, and checking that ships meet UK and international safety rules. The MCA work to prevent the loss of lives at the coast and at sea, to ensure that ships are safe, and to prevent coastal pollution: **Safer Lives, Safer Ships, Cleaner Seas.** 

The MCA provides a full range of search and rescue, counter pollution, survey, inspection and enforcement activities and has 12 major business activities:

Survey	Seafarers' Services
Inspection	Search and Rescue
Enforcement	Pollution Response and Salvage
Ship Registration	Stakeholder Communication
Navigation Services	Ministerial Services
Strategic Prevention Design/Development	Regulatory Process

These activities are maintained by support services responsible for providing a range of administrative functions including: infrastructure, MCA people, financial management and administration and corporate management.

In accordance with the 2010 Equality Act, our capacity as a public body means we have a statutory duty to eliminate unlawful discrimination, promote equality of opportunity and promote good relations between people of different backgrounds. Contractors will be expected to ensure that the service they provide promotes good relations between the MCA and its customers and does not directly or indirectly discriminate on the grounds of any of the protected characteristics specified in the Act.

You are invited to submit a tender for the following project:

# TCA 3/7/1074

# HM Coastguard Clinical Governance

## Introduction

Her Majesty's Coastguard (HMCG), the emergency service arm of the Maritime and Coastguard Agency (MCA) wishes to procure the services of an appropriately qualified and experienced Clinical Advisor to assist with and advise on the robust implementation and ongoing maintenance of clinical governance in relation to all relevant aspects of operational service delivery.

# Background

HMCG operational service delivery is split into 3 main branches, namely Maritime Operations, Coastal Operations and Aeronautical Operations.

## Maritime Operations

HMCG operates 9 Coastguard Operations Centres across the UK and 1 National Maritime Operations Centre (NMOC) on the south coast of England near Fareham, Hampshire. These centres are staffed 24/7 by approximately 300 Full time Coastguard Officers (CGOs). Some examples of tasks carried out by CGOs at these centres will include:

- Alerting and tasking of SAR assets (sea and or land assets)
- Coordination of maritime and coastal/shoreline and some inland incidents
- Communication with vessels of all types at sea
- Arranging and acting upon radio medical advice to vessels at sea
- Arranging for appropriate medical responses for any injured or ill casualties

# Coastal Operations

HMCG provides a land-based Coastguard Rescue Service (CRS) consisting of 3500 volunteer Coastguard Rescue Officers (CROs) based in 350 strategically located Coastguard Rescue Teams (CRTs) across the UK. The primary functions of the CRS are:

- Missing person search
- Water rescue (in or close to the surf zone and rivers)
- Rope rescue (normally on sea cliffs)
- Mud rescue
- Casualty care

# Aeronautical Operations

HMCG operates all civil SAR helicopters from its 10 air bases in the UK. These are alerted and tasked by the Aeronautical Rescue Coordination Centre (ARCC), based in the NMOC near Fareham, Hampshire. The helicopters and crews are provided by Bristows helicopters and each helicopter carries a paramedic. The ARCC alerts, tasks and coordinates the Coastguard helicopters across a wide variety of incident types, of which approximately 50% are in land. Bristows has its own internal clinical governance arrangements, although HMCG may wish to independently review some aspects of incidents with potential clinical governance implications in the interests of continuous improvement.

# Requirement

The requirements of this tender document relate primarily to the need for a Clinical Advisor (CA) to assist the Medical Advisor to ensure that robust clinical governance is in place in the Coastal Operations branch where casualty care is provided directly by CRTs. It is estimated that this will form in the region of 80% of the advice requirements. The remaining 20% will be to advise on clinical governance issues as required in relation to Maritime and Aeronautical Operations branches.

The CA will be required to take on the day to day duties assisting HMCG staff and the Medical Advisor, reducing the time impact on them.

HMCG has set up a Clinical Governance Board (CGB) which the CA will be expected to attend and participate in. The CGB comprises representatives from the following branches:

- Coastal Operations;
- Maritime Operations:
- Aeronautical Operations;
- Training;
- Operational Standards;
- Coastal Resources (equipment procurement);
- Health and Safety;
- Seafarer Standards (MCA Chief Medical Adviser);
- Human Resources;

The CGB has its own Terms of Reference with the overall aim of ensuring all aspects of clinical governance from policy through to post mission review are joined up and that no one branch makes changes to their policies, procedures etc. without the interdependencies and or implications for other branches being considered and agreed first.

The appointed CA should be able to demonstrate a proven history of Clinical Governance and training system design and implementation within the pre-hospital field, ideally within SAR. It would be desirable for them to have a significant understanding of the SAR world, or to have been a SAR medical operator.

The CA will be expected to advise and assist on all aspects of clinical governance within HMCG, as well as attend internal and external meetings as required. There may also be a requirement to participate in particular projects, initiatives or seminars internally or externally. Such tasks may include but not be limited to the following examples:

- Participate in Clinical Governance Board meetings and advise accordingly;
- Keep abreast of and advise on changes to legislation or best practice;
- Advise on casualty care best practice appropriate for HMCG;
- Advise and assist on policy;
- Advise and assist on updating or development of operational procedures;
- Advise and assist on updating or development of risk assessments;
- Assist with incident reviews and advise accordingly;
- Assist with or advise on incident investigations;

- Advise and assist on training syllabi and resource design
- Advise on equipment procurement;
- Attend UKSAR medical group if MA not available (most meetings held in London);
- Review UKSAR medical group minutes and papers and advise accordingly;
- Attend other UKSAR meetings if required;
- Attend and or participate in internal/external conferences, seminars, training etc;
- Provide clinical governance training or presentations if required.

# Contract duration

The duration of the contract will be 18 months with an option to extend for up to a further 6 months (please note that the costing table takes into account the extension period).

It is anticipated that the required workload will reduce very significantly after 12 months when Clinical Governance switches from design to implementation.

## Work Allocation

Work packages will be allocated by the contract administrator, as determined by the operational coastguard members of the Clinical Governance Board. Each work package will have clearly defined requirements, output and performance requirements. The contract administrator will convene and chair formal progress meetings with the CA every 3 months, or more frequently if required. In addition, the contract administrator (or deputy) will meet with the CA at least monthly to discuss work allocation, progress and outputs.

## Freedom of Information (FOI)

The CA will be expected to comply will relevant requirements of the FOI legislation.

# General Data Protection Regulations (GDPR)

The CA will be expected to comply will relevant requirements of the GDPRs

#### Security Check

The CA will be required to pass a basic security check, in line with the requirements of the HMG Baseline Personnel Security Standards, which will be organised by the MCA.

#### Expenses

Where there is a reasonable justification for hotel accommodation, this will be agreed and booked by the Contract Administrator using the government wide "Clarity" booking system in accordance with civil service policies. Civil servants are restricted to a maximum of £90 per night outside London and £110 in London. Exceptions to these limits may occasionally be authorised if there is sufficient justification.

#### IR35 – Intermediaries Legislation

The successful tenderer and the MCA will be required to comply with IR35 Intermediaries legislation. This will include but is not limited to the need for the tenderer to provide a "substitute" to fulfil the requirements of this contract should the original tenderers employee (referred to as the worker) be unable to for any reason.

The criteria for the substitute would include:

- Being equally skilled, qualified, security cleared and able to perform the workers duties;
- Not being interviewed by the end client before they start (except for verification checks;
- Not being from a pool or bank of workers regularly engaged by the end client;
- Doing all of the worker's task for that period of time;
- Being substituted because the worker is unwilling or unable to do the work.
- The worker's business would be required to pay the substitute who did the work instead of them.

The tenderer must make it clear in their tender submission who the substitute would be for the duration of the contract, providing full details of their qualifications, skills and experience.

# Contract Management

The contractor will be required to attend contract review meetings as required. These will take place on a quarterly basis dates to be agreed with the contractor, The MCA reserves the right to call a meeting at any time during normal office hours to resolve a service delivery issue.

#### Exit Strategy

Should the CA wish to terminate the contract, a minimum of 3 months<sup>,</sup> notice will be required. The CA will be required to hand over all information and materials (digital or hard copy) gained during the course of the contract to both the MCA and any replacement contractor. The MCA will retain Intellectual Property Rights on all information and materials (digital or hard copy) developed as part of the contract.

# <u>Costings</u>

It is considered too restrictive to try and allocate an estimated number of hours or days required for any or every individual task such as those mentioned above. Therefore, for the purposes of providing costs within this tender, the time requirement has been categorised in broad terms only. Payment will only be made for tasks/hours completed which have prior written agreement from the contract administrator. The number of occurrences included in the costings table is an estimate. The actual number may be more or less, and payment will be adjusted accordingly. Where a Board meeting is less than one day, it would be expected that the balance of working hours for that day will be utilised by carrying out other tasks agreed with the contract administrator.

# Costings Table

Tasks – Year 1					
Task	No of	Time per	Total time	Cost £	
	occurrences	task (Days)	(Days)		
Clinical Governance Board meetings (Southampton)	9	1	9		
Onsite assistance to HMCG team (Primarily Southampton)	15	1	15		
Travel costs					
Total Cost Year 1:					

Tasks – Year 2				
Task	No of	Time per	Total time	Cost £
	occurrences	task (Days)	(Days)	
Clinical Governance Board meetings (Southampton)	9	1	9	
Onsite assistance to HMCG team (Primarily Southampton)	3	1	3	
Travel costs				
Total Cost Year 2:				

Travel Costs - you are required to calculate an indicative estimate of travel costs (see the travel rates table included with the pricing schedule) anticipated to be incurred during the undertaking of this project.

Total Cost Year 1	
Total Cost Year 2	
Total Cost carried forward to pricing schedule	

# Invoicing and Payments

Payment shall be made upon service delivery in accordance with the 'General Conditions of Contract for the Supply of Goods and Associated Services, and subject to the receipt of a valid and correctly submitted invoice. The MCA pays undisputed invoices 30 days in arrears.

Contractors should note that the MCA has migrated its invoicing activity to the DfT Shared Service Centre (Swansea). Invoices should be sent to the address below and include a case reference number and transaction account code (to be assigned by the Agency). Invoices also

need to detail the purchase order number issued by the MCA and a full description of items provided:

DfT Shared Service Centre Arvato Bertelsmann Sandringham Park, Swansea Vale, Swansea, Wales, SA7 0EA

To avoid delays in payment of invoices, it is advisable that a draft invoice is submitted to the MCA (inclusive of a breakdown of charges) for initial approval prior to final invoice submission.

To further support swift payment of invoices, it is important that the invoices are compliant and that they include a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager).

Non-compliant invoices will be sent back to you, which may lead to delays in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to Acccounts.payable@mcga.gov.uk or by telephone on 020381 72261 between 9am and 5pm Monday to Friday.