

## **North East Lincolnshire (NEL)**

# **NEL Supported Living and Housing Related Support (HRS) Framework Agreement**

### 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.nelpcprocurement@nhs.net](mailto:nelccg.nelpcprocurement@nhs.net) and submit an application using the supplied documentation.

**1.4 Closing Date**

The closing date for submissions is **12 noon on Friday 5<sup>th</sup> October 2018**

## **2 INTRODUCTION AND OVERVIEW**

### **2.1 Background to Procurement**

#### **2.1.1 Local Context**

The specification is included at Annex A and outlines the requirements for the service. However, the successful provider will be expected to provide effective and innovative solutions to fulfil these requirements, although any changes to agreed pathways, protocols and procedures will require prior agreement from NELCCG.

Further information on local demographics are detailed in:-

Annex B – North East Lincolnshire background information.

#### **2.1.2 National Context**

Supported living and Housing Related Support (HRS) is a concept that was developed as an alternative to institutional care for people with disabilities. The main principles of supported living are that people with disabilities own or rent their home or have their own tenancy and have control over the support they get, who they live with (if anyone) and how they live their lives. Supported living assumes that all people with disabilities, regardless of the level or type of disability, are able to make choices about how to live their lives even if the person does not make choices in conventional ways.

NELCCG are committed to the delivery of high quality, person-centred, flexible care services designed to enable individuals to maintain, develop and enable their independence at home and in the community with consideration to the individual's wishes and their support network. The objective is to enable individuals, their informal carers and support network to receive the best possible service in accordance with the lifestyle and wishes of each individual, incorporating a person-centred philosophy of service delivery and promoting the individual's ability to express their rights, inclusion, choice and independence.

The Care Act 2014, was implemented in April 2015. The Act includes: a new general duty to promote 'individual well-being'; a new national criteria for determining adults' eligibility for services; and more stringent statutory safeguarding policies, processes and procedures to protect people from abuse or neglect.

### **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 and Scope of the Procurement**

The aim of the service is to provide care support services and health support to individuals over 18 years old who have specific needs requiring supported living and/or housing related support following an eligibility assessment (in line with the Care Act 2014). Individuals aged 14+ years may be identified for transition from children's services to adult services; as part of this process they would have a needs assessment, which may identify needs requiring this service e.g. supporting individuals to move out of the family home and to live independently including managing their own tenancy agreement.

The aim is to ensure high standards are experienced by all individuals receiving supported living services. For clarity, NEL CCG aims to commission a supported living service which enables individuals to:

- Live as independently as possible in settled accommodation
- Receive their support in the least restrictive way possible
- Live in their own home by maintaining a tenancy agreement, rental or ownership
- Have choice and control over their care, including how it is delivered and by whom
- Receive a flexible service which responds to their individual preferences and needs

Providers will be expected to engage with families, carers and local communities, and in so doing to recognise these groups as assets and part of the solution in supporting individuals and their integration into the community. Such engagement helps us all to place a greater value on mutual support, and will build on existing resources and assets within families, neighbourhoods and community networks, providing improved resilience in our communities.

## **2.4 Service Accessibility**

The provider must ensure that services are provided in an environment that promotes access and ensures safe and effective support, including working in partnership with professionals and housing providers to ensure the safety of the premises. This includes ensuring that there is adequate privacy and confidentiality, cleanliness, maintenance and fire precautions.

On-call facilities will be provided out of hours.

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 specifications.

## **2.5 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.

## **2.6 Innovation**

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

## **2.7 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.

## **2.8 Quality of Care provision**

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

## 2.9 Service Monitoring, Performance Management and Evaluation System

The provider will be subject to a formal service review on a regular basis (minimum 3 times per year) with representatives from the Commissioner, based on the service specification and the Outcomes Framework. The system is designed to monitor the procured service against the service specification criteria and enhance service improvement. It will be reviewed on a regular basis to ensure that it is relevant and effective.

A self-assessment against the Outcomes Framework as detailed within the service specification will be required on an annual basis.

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.

## 2.10 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, in a safe and effective manner and to meet the requirements of paragraph 2.11 below.

Please Note:

In order to maintain the service stability within the Supported Living Service, any existing provider who is successful onto the 2018 framework agreement will continue to deliver support to those individuals they do presently.

All providers who are successful on the framework are required to all elements of the service specification, which includes BOTH Supported Living AND Housing Related Support.

Inclusion onto the Framework Agreement ensures providers will be invited to respond to future work for new services. Service requirements will be drawn up and a mini tender process and selection designed accordingly.

If an existing provider is unsuccessful or chooses not to apply for inclusion on this Framework successful providers will be invited to apply for the relevant Supported Living or HRS service via a mini tender.

It is likely that TUPE will apply in these instances.

## 2.11 Critical Success Factors (CSFs)

NELCCG requires the Provider to meet the following CSFs throughout the life of the Contract:

- **Access** - Providers are expected to work across 24 hours, 7 days per week to meet the assessed need of the service user and to have an on-call facility for out of hours contact.
- **Quality** – Providers will be expected to deliver a high quality, personalised, efficient and responsive supported living and/or housing related support service to enable service users to remain in their own home and be supported to achieve and maintain their optimum potential for physical, intellectual, emotional and social well-being.
- **Continuity of Care** – Providers will be expected to ensure consistency of care/support staff and where not possible, to ensure service users are always kept informed.

- **Safety** - Providers will be expected to adhere to all local and national policies regarding but not limited to safeguarding service users and their property.
- **Best practice** – Providers will be expected to research and implement best practice across all elements of the service.
- **Value for Money and Affordable** – The Supported Living and Housing Related Support services procured through the Procurement must provide VFM.
- **Partnership working** – Providers will be expected to integrate with and work in partnership with the local health and social care community by operating using a multi-disciplinary approach in order to meet the full needs of the service user. Partnership working should be achieved as described within the service specification.
- **Capacity/Resilience** - Providers will be expected to implement and operate a level of capacity that ensures the delivery and maintenance of all contracted services. The capacity will ensure contingency to cover unplanned and planned absences within the care and support team.

### **3 COMMISSIONING ORGANISATION**

#### **3.1 Commissioning Organisations**

This is a NELCCG procurement.

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

#### **3.2 Scheme(s)**

Bids will be sought for the following service:

**North East Lincolnshire Supported Living Framework Agreement** – 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.

<b>Milestones</b>	<b>Date</b>
Advert published and applications invited	20.08.2018
Question and answer period	20.08.2018 – 28.09.18
Expressions of Interest	Within a week of receipt of tender pack
Invitation to Tender	N/A
Deadline for Receipt of Bids	Noon 05.10.2018
Evaluation Period	08.10.2018 – 19.10.2018
Clarifications of Bids	22.10.2018 - 05.11.2018
Notify Providers of Outcome	09.11.2018
Stand Still period	10.11.2018 – 23.11.2018
Contract award notification	26.11.2018
Mobilisation	26.11.2018 – 31.03.2019
Service commencement	01.04.2019

**Table 1: NELCCG Supported Living Framework Agreement Procurement Timeline**

### 4.2 Advert, MOI & EOI

#### 4.2.1 Advert

This procurement has been advertised in accordance with the requirements of the Public Contract Regulations 2015 and to the guidelines issued by the Department of Health for this procurement to be advertised on the Contract Finder website, 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](mailto:nelccg.nelcprocurement@nhs.net).

Tender pack documents will consist 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](mailto: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 Friday, 28<sup>th</sup> September 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 the 5<sup>th</sup> 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:

Service Lead, Mental Health & Disability  
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.

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 on-going damages claims;
- On-going 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 provide 3 years audited accounts or bankers 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 to ensuring Equality is being considered and as such it is a contractual requirement for all providers to evidence these are being conducted.)
- Failure to include an appropriate statement of health and safety policy;
- Providers will need to confirm acceptance of questions 13.1 and 13.2 with regard to finances in order their application to be progressed.

### 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** (service delivery, staffing, legislation compliance, partnerships, record keeping, financial)

The evaluation will be undertaken by a panel consisting of professionals. Potential bidders will be scored against their responses using the following scoring criteria:

<b>Quality Criteria Score</b>	<b>Marks</b>
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.

Individual questions will not be weighted, however complete parts of the tender will be weighted, and these are identified on the Application Form.

In order to score parts of the questionnaire with varying sizes (numbers of questions) 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 are evaluated on the following basis:

	<b>Criteria</b>	<b>Weighted Score</b>
1	Price (The hourly rate is fixed)	0%
2	Quality  <i>Of which:</i>  Organisational Service Delivery	100%  30% 70%

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

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 contract. Following approval, NELCCG and the recommended Bidders may enter into a contract for the Framework Agreement.

#### **4.11 Service Commencement**

Following contract award Providers who already have existing NELCCG commissioned placements within the existing Supported Living or Housing Related Support Service will continue to support those individuals. Where a current provider has been unsuccessful or chooses not to bid, a further 'mini tender' exercise will be undertaken to call-off this work using appropriate lots for the Framework Provider's to bid on.

NELCCG will work together with the Provider(s) towards the agreed contracted service commencement date, which is intended to be **1<sup>st</sup> 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 Providers for this Procurement will be based on the NHS Standard Contract for Community Services. Within this 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 Contract will be initially set from 1<sup>st</sup> April 2019 until 31<sup>st</sup> March 2023.

### **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); and
- Standards for Better Health (April 2006).
- European Working Time Directive.
- Equality Act 2010
- European Working Time Directive
- National Minimum Wage Act 1998

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 (if appropriate);
- 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 at this stage will not apply.

However as mentioned above should an existing provider not be successful in their application or choose not to bid a further mini tender will be run inviting Framework Providers to respond. It is likely that TUPE will apply at that stage.

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.

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.

It is a requirement that successful providers will pass on all details of their own workforce towards the end of this contract period so that this information can be passed to other bona fide providers to enable them to assess their obligations under TUPE in the event of a subsequent transfer.

Where TUPE applies, the Code of Practice on Workforce Matters in Public Sector Service Contracts Guidance (Cabinet Office, March 2005)<sup>1</sup> 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**).

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

## **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.

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 advocacy support;
- ensure confidentiality of information;
- assure data quality;
- review and improve practice;
- 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 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) must ensure a facility is in place by the commencement of the service.

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.

The provider(s) shall ensure that information technology is able to communicate with other providers such that professionals can be redirected or service users can be 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 will be made available to Commissioners by the provider(s), and 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, which 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 they give 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, the Data Protection Act 1998 and The General Data Protection (GDPR) Regulation 2016 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 1998 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 and 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 and 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 not limited to:

- Incident reporting, investigation, resolution and audit to inform learning and service development.
- Implementation of NICE guidance.
- 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 clients, including but not limited to identity, personal circumstances.

## **5.6 Payment Mechanism**

Payment to the Provider will be monthly in arrears on production of invoices. The hourly rate for 2018/19 for support and waking night provision is £14.36 and the sleep in rate is £80.

Inflationary uplift will be applied to the contract values stated above at the discretion of the Commissioner and providers will be notified accordingly.

## **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 require Providers to ensure 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 by 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 2012 (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 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.

#### **6.1.4 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.nelcprocurement@nhs.net](mailto:nelccg.nelcprocurement@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.

#### **6.1.5 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.

#### **6.1.6 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.

#### **6.1.7 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

<b>Term</b>	<b>Description</b>
<b>Bidder</b>	A single operating organisation/person that has been invited to participate in the ITT stage and is bidding for one or more NHS Schemes
<b>Bidder Guarantor</b>	An organisation providing a guarantee, indemnity or other undertaking in respect of a Bidder's or a Bidder Member's obligations
<b>Bidder Member</b>	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
<b>CfH</b>	Connecting for Health
<b>CPD</b>	Continuing Professional Development
<b>Contract</b>	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.
<b>DH</b>	Department of Health
<b>EOI</b>	Expression of Interest
<b>FOIA / Freedom of Information Act</b>	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
<b>GP</b>	General Practitioner
<b>HRS</b>	Housing Related Support
<b>IM&amp;T</b>	Information Management and Technology
<b>ITT</b>	Invitation to Tender
<b>MOI</b>	This Memorandum of Information setting out the details of the Scheme and the requirements of the NELCCG Procurement
<b>NHS</b>	National Health Service
<b>NELCCG Scheme ITT</b>	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
<b>Potential Bidder</b>	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
<b>PQQ</b>	Pre-Qualification Questionnaire
<b>Provider(s)</b>	The successful Bidder who has entered into a Contract with NELCCG to provide the service specified in the relevant service specification
<b>Relevant Organisation</b>	An organisation(s) or person connected with a response to a tender and / or connected with a bid submission including (without limitation): <ul style="list-style-type: none"> <li>(i) the potential Bidder;</li> <li>(ii) the Bidder;</li> <li>(iii) the Provider;</li> <li>(iv) each Bidder Member;</li> <li>(v) each Bidder Guarantor; and</li> <li>(vi) each Clinical Services Supplier</li> </ul>
<b>TUPE</b>	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI/2006/246)
<b>VfM</b>	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*