SCHEDULE A

FRAMEWORK AGREEMENT SPECIFICATION

LOT 1

ON-SITE SURGICAL AND MEDICAL CAPACITY SOLUTIONS WITH NO PROVISION OF CAPITAL EQUIPMENT OR INFRASTRUCTURE UPGRADES (the Lot 1 Services).

1. Aims of the Lot 1 Services

1.1 The overall aims of the Lot 1 Services are to provide NHS Organisations with fully compliant solutions which supplement the delivery of patient care by NHS Organisations in line with the NHS' core Key Performance Indicators including but not limited to: A&E 4 hour wait targets, elective 18 week Referral to Treatment targets, cancelled procedures targets, bed availability and utilisation targets, timely and appropriate diagnostic testing targets and urgent 2 week GP referral rules for suspected cancer. The Lot 1 Services will aim:

- To provide high quality support that can be called upon at relatively short notice.
- To prevent inappropriate waiting times for patients and assist NHS Organisations in meeting national targets and guidelines.
- To enable delivery of a Patient Pathway from referral to treatment that removes unnecessary delay in treatment.
- To establish a positive working relationship between an NHS Organisation and the Supplier to facilitate and maximise service delivery, the emphasis being on timely, quality, cost effective, evidence-based care, with appropriate clinical protocols and audit where possible.
- To provide medical, nursing or other staff as a part of the Lot 1 Services to perform clinical and support activities, including therapies and administration.
- To help Trusts to avoid unnecessary, inappropriate primary and secondary referrals
- To provide tailored audit and review processes with national and locally agreed Key Performance Indicators.

1.2 The Lot 1 Services will cover the full range of Surgical and Medical specialties, including but not limited to:

Planned Care

- General surgery
- Trauma and orthopaedics
- Ear nose & throat
- Plastic surgery
- Ophthalmology
- Urology
- Pain services
- Oral and maxillofacial surgery
- Gynaecology
- Neurology
- Dermatology
- Imaging services
- Therapy services

Unplanned Care

- Accident and emergency medicine
- A&E support

1.3 The Supplier will offer managed solutions covering full or partial Patient Pathways (e.g. outpatients, diagnostics, surgery, ward, administration). The extent to which the Supplier manages Patient Pathways will be agreed with the NHS Organisation and described in the Call Off Contract.

1.4 The Supplier will offer flexible payment models to align with the various commissioning payment models in operation, including but not limited to Payment By Results (PBR) and NHS Block Contract commissioning models.

1.5 The Lot 1 Services do not include the sourcing by the Supplier of additional capital equipment and/or infrastructure upgrades.

1.6 Additional Lot 1 Services to those outlined in Clauses 1.2, 1.3, 1.4 and 1.5 of this Lot of this Schedule may be undertaken by agreement by the parties. The Supplier will be responsive to changes over time, and work with NHS Organisations in adapting the Lot 1 Services in order to meet the changing needs of the Patients.

2. Project Management Approach

2.1 The Supplier must operate a defined and documented project management process.

2.2 The Supplier must operate a defined and documented quality management system.

2.3 The Supplier will work closely with the NHS Organisation and integrate in an adaptive and responsive way with the NHS Organisation's clinical and management teams.

2.4 The Supplier will effectively communicate with and manage the supply chain to deliver Lot 1 Services for and with NHS Organisations.

2.5 Projects will be delivered in accordance with defined programmes of work to be agreed with each NHS Organisation for each contract called off from the Framework Agreement.

2.6 The Supplier will ensure that Lot 1 Services are delivered with minimum disruption to the day-to-day operations of the NHS Organisation.

2.7 The Supplier must ensure that Lot 1 Services do not negatively impact on patient care.

2.8 The Supplier will effectively performance manage any subcontractors (and their supply chains) in performing the Lot 1 Services.

2.9 The Supplier will effectively manage its costs and budgets to prevent cost over-runs.

2.10 The Supplier will achieve value for money and continuous improvement which will be measured by Key Performance Indicators agreed with the NHS Organisation. Key Performance Indicators will include but not be restricted to:

- Improved times to treatment
- Improved patient experience
- Improved financial contribution to the NHS
- Staff morale/satisfaction
- Cost reductions

3. Corporate governance

3.1 The Supplier will be responsible for:

- Delivering the Lot 1 Services in the agreed service environment
- Leadership of the clinical team, where appropriate
- Provision of clinical guidance and support where necessary to ensure that staff work to a clinical governance framework
- Ensuring that all staff are competent to perform all duties that are required of their rôle
- Access to relevant training and Continuous Professional Development (CPD) for clinical and non-clinical staff
- Leading in audit, service evaluation and service development

3.2 All persons employed by or subcontracted by the Supplier who may come into contact with Patients during the course of their duties must hold a current enhanced Disclosure and Barring Service (DBS) certificate valid for the work that is the subject of any Call Off Contract.

3.3 All DBS checks undertaken must have been completed to include all information pertaining to children and vulnerable adults and will cover induction, all mandatory training, occupational health checks, and all appropriate General Medical Council (GMC) and Nursing and Midwifery Council (NMC) checks

3.4 The Supplier must ensure that the NHS Organisation is informed directly should convictions be received regarding them or their employees or subcontractors after the date of the DBS check. Appropriate action will be taken if necessary. In the event that any person in any of the groups referred to previously in this Clause 3.4 are substantively employed by the NHS Organisation concerned, that organisation will continue to retain full responsibility for this for those employees. The Awarding Authority will also be informed to allow relevant and permitted information to be passed to other NHS Organisations to promote safeguarding.

3.5 The Supplier must work within Care Quality Commission (CQC) (or equivalent organisations in Scotland, Wales and Northern Ireland, where applicable) compliance either using the NHS Organisation's own certification or the Supplier's certification for each individual service. The Supplier must have robust, auditable management and corporate governance procedures including clear responsibilities for all staff and appropriate employment policies and procedures, insurances and indemnities and, where relevant, clear written agreements with sub-contractors.

3.6 The Supplier will provide details of their policies and procedures for corporate governance to any requesting NHS Organisations and will notify the NHS Organisations that have entered into a Call Off Contract of any changes in these.

3.7 The Supplier must comply with the following:

- Data Protection Act 1998
- Caldicott Guidelines 1997
- The relevant requirements of the Access to Health Records Act 1990
- Freedom of Information Act 2000
- Access to Medical Reports Act 1988
- Confidentiality Code of Practice 1998
- The relevant requirements of the Care Standards Act 2000
- Any other relevant statutory requirements.
- Any amendments to the above.

3.8 The Supplier must be registered with the Information Commissioners Office as a Data Processer.

3.9 Patient records will remain the responsibility of the NHS Organisation. The Supplier shall obtain no proprietary interest in any Patient data and shall ensure the return of any material detailing or recording such Patient data to the NHS Organisation on demand.

3.10 The Supplier will ensure that all Patients' case notes are kept securely and transferred to the Supplier securely where the Supplier needs such notes to perform its duties under the terms of the Lot 1 Service.

3.11 The Supplier shall ensure that all Staff engaged to undertake any of the Lot 1 Services fulfil all statutory requirements of employment including but not limited to the right to work in the UK.

3.12 The Supplier shall be responsible for ensuring compliance with all relevant HM Revenue and Customs regulations regarding the correct accounting for and payment of tax and National Insurance by and for Staff engaged in the performance of the Lot 1 Services.

3.13 The Supplier shall take all reasonable steps to ensure that no NHS Organisation is exposed to any liabilities resulting from any part of the Lot 1 Services being determined by HM Revenue and Customs as disguised employment as defined in 2017 Public Sector Contracting ("IR35") regulations.

3.14 The Supplier will commit to notifying the NHS Organisation of any relevant Staff changes as soon as they become aware of this.

3.15 The Supplier will commit to provide any information as reasonably required by the Awarding Authority for the purposes of monitoring the Agreement.

3.16 Patients treated under the Lot 1 Services will remain the overall responsibility of the NHS Organisation and as such will be covered by each NHS Organisation's NHS Resolution insurances. The NHS Organisation will ensure that NHS Resolution is notified of the new sub-contract arrangements for the Lot 1 Services. The Supplier must ensure that it retains all appropriate public liability, professional liability and employer liability insurance at all times throughout the life of the Agreement and during any treatments whose performance concludes outside the period of the Framework Agreement.

3.17 For any private (non-NHS) patients, the Supplier shall ensure that any medical practitioner engaged by the Supplier shall have their own respective liability insurance in relation to liability to patients.

3.18 The Supplier shall produce to the Awarding Authority or to any NHS Organisation on request documentary evidence that the insurance required is properly maintained.

3.19 Any Patient enquiries to the Supplier will be dealt with in an appropriate and timely manner.

3.20 The Supplier will maintain a complaints procedure in line with applicable law and provide as and when necessary details of such a procedure to the Awarding Authority or to any NHS Organisation.

3.21 The Supplier shall inform the Awarding Authority of any complaints made by any NHS Organisation and supply copies of all correspondence to the Awarding Authority which relates to complaints or the handling of them.

3.22 In the event that complaints regarding the Lot 1 Services are made by Patients to an NHS Organisation, the NHS Organisation will forthwith inform the Supplier and supply relevant correspondence.

3.23 The Supplier will co-operate as required with any statutory and regulatory bodies in relation to the complaints procedure and with any independent investigation of complaints. Accordingly, the Supplier will:

- Appoint a complaints manager or individual with complaints remit
- Provide the Awarding Authority and any NHS Organisation with relevant details of the complaints manager

3.24 The Supplier will undertake to provide information to the NHS Organisation to support the NHS Organisation's adherence to national or local frameworks for waiting times and performance reporting.

3.25 The collection of data to assess Patient Reported Outcome Measures will remain the responsibility of the NHS Organisation. The Supplier will provide assistance to the NHS Organisation where the Supplier can help in gathering additional information

3.26 The NHS Organisation shall on reasonable notice in writing be entitled to request additional information from the Supplier covering the provision of the Lot 1 Services if such information is reasonably required by the NHS Organisation and to comply with any written requests under the Freedom of Information Act 2000 (as amended) or under the Environmental Information Regulations 2004 (as amended).

4. Clinical governance

4.1 The Supplier shall ensure that a full list of Consultants is available to the NHS Organisation at all times.

4.2 The Supplier shall take all reasonable care to engage or employ in and about the provision of the Lot 1 Services only such Medical Staff as are carefully skilled and experienced in their several professions and callings.

4.3 The Supplier must commit to comply with any NHS Organisation's policies and procedures appropriate to the performance of the Lot 1 Services, including but not restricted to clinical governance policies and risk management strategies. NHS Organisations will provide these to the Supplier as necessary or upon written request

4.4 The Supplier must not through its actions or inactions jeopardise the NHS Organisation's compliance with Care Quality Commission (or equivalent organisations in Scotland, Wales and Northern Ireland, where applicable) standards, and with those of any future regulatory bodies as appropriate throughout the life of the Agreement and during any Contract whose performance concludes outside the period of the Framework Agreement. The Supplier will use best endeavours to ensure that the actions or inactions of the Staff do not jeopardise the compliance referred to in this clause 4.4.

4.5 The Supplier must maintain the Standards for Better Health, required by Suppliers with NHS Contracts throughout the life of the Agreement and during any treatments whose performance concludes outside the period of the Framework Agreement.

4.6 The Supplier must maintain a defined and documented quality assurance system which will ensure:

- Adherence to the NHS Organisation's Policies and Procedures
- Effective measures of infection control are used;
- All requirements relating to health and safety in the workplace are satisfied;
- All legal requirements relating to radiological and laser protection are satisfied;
- Professionals are appropriately trained and competent to perform duties required of their role

4.7 The Supplier must operate within Care Quality Commission (CQC) System Guidelines and the guidelines outlined within the NHS Organisation's own Standard Operating Procedures throughout the life of the Agreement and during any Contract whose performance concludes outside the period of the Framework Agreement.

4.8 The Supplier must record within the NHS Organisation's own relevant systems, within two working days, any adverse incidents and supply the NHS Organisation with a summary of any internal enquiry into such incidents. The Supplier must commit that a copy of the full report will be provided to the relevant NHS Organisation in the event of a homicide.

4.9 The Supplier will be responsible for updating Patient case notes immediately following the Lot 1 Services. Updates must be compliant with the NHS Organisation's Standard Operating Procedures and common practice as a minimum and must include, where appropriate

- Any risk of the Patient bleeding excessively during surgery.
- Consent forms.
- Discharge notes and forms.
- The date of the operation, the incision time and the end of surgery time.
- The type of anaesthetic used, neuraxial or general.
- Any contraindication to or variance from any of the NHS Organisation's policies for example antibiotic policy or venous thromboembolism (VTE) prophylaxis policy.

4.10 Where applicable, the WHO Safety Checklist documentation used by NHS Organisation will be completed by the Supplier, copied and filed within the NHS Organisation's patient record. If the NHS Organisation's case notes are not available or have not been accessed for any episode then a copy of the WHO Safety Checklist must be provided to the NHS Organisation's Admissions Department for inclusion in the NHS Organisation's Patient notes.

4.11 The Supplier will implement specific audit arrangements and submit evaluation of audits to the Awarding Authority or to any NHS Organisation on request.

4.12 Topics for audit will be agreed between the NHS Organisation and the Supplier and will be detailed in tailored agendas for review meetings. The Supplier will ensure attendance at such meetings by an appropriately senior office of the Supplier who will be named within the Call Off Contract

4.13 The Supplier will have access to the NHS Organisation's full range of clinical and non-clinical risk assessments, including written policies on business continuity, and will use them as agreed with the NHS Organisation for each Call Off Contract.

4.14 The Supplier must have a robust system in place for reporting Patient safety incidents and reviewing of this data at appropriate levels.

4.15 The Supplier will investigate and manage Serious Untoward Incidents and complaints in line with the NHS Organisation's complaints and incident reporting procedures, implementing the NHS Commissioning Board Special Health Authority (formerly NPSA) investigation toolkit (or the procedures of equivalent organisations in Scotland, Wales and Northern Ireland, where applicable).

LOT 2

ON-SITE SURGICAL AND MEDICAL CAPACITY SOLUTIONS INCLUDING PROVISION OF CAPITAL EQUIPMENT AND/OR INFRASTRUCTURE UPGRADES (the Lot 2 Services).

1. Aims of the Lot 2 Services

1.1 The overall aims of the Lot 2 Services are to provide NHS Organisations with fully compliant solutions which supplement the delivery of patient care by NHS Organisations in line with the NHS' core Key Performance Indicators including but not limited to: A&E 4 hour wait targets, elective 18 week Referral to Treatment targets, cancelled procedures targets, bed availability and utilisation targets, timely and appropriate diagnostic testing targets and urgent 2 week GP referral rules for suspected cancer. The Lot 2 Services will aim:

- To provide high quality support that can be called upon at relatively short notice.
- To prevent inappropriate waiting times for patients and assist NHS Organisations in meeting national targets and guidelines.
- To enable delivery of a Patient Pathway from referral to treatment that removes unnecessary delay in treatment.
- To establish a positive working relationship between an NHS Organisation and the Supplier to facilitate and maximise service delivery, the emphasis being on timely, quality, cost effective, evidence-based care, with appropriate clinical protocols and audit where possible.
- To provide medical, nursing and other staff as a part of the service to perform clinical and support activities, including therapies and administration.
- To help NHS Organisations to achieve additional physical capacity, such as capital equipment or infrastructure upgrades for the purposes of repatriating patients.

- To help Trusts to avoid unnecessary, inappropriate primary and secondary referrals.
- To provide tailored audit and review processes with national and locally agreed Key Performance Indicators.

1.2 The Lot 2 Services will cover the full range of Surgical and Medical specialties, including but not limited to:

Planned Care

- General surgery
- Trauma and orthopaedics
- Ear nose & throat
- Plastic surgery
- Ophthalmology
- Urology
- Pain services
- Oral and maxillofacial surgery
- Gynaecology
- Neurology
- Dermatology
- Imaging services
- Therapy services

Unplanned Care

- Accident and emergency medicine
- A&E support

1.3 The Supplier will offer managed solutions covering full or partial Patient Pathways (e.g. outpatients, diagnostics, surgery, ward, administration). The extent to which the Supplier manages Patient Pathways will be agreed with the NHS Organisation and described in the Call Off Contract.

1.4 The Supplier will offer flexible payment models to align with the various commissioning payment models in operation, including but not limited to Payment By Results (PBR) and NHS Block Contract commissioning models.

1.5 The Lot 2 Services may include the sourcing by the Supplier of additional high quality capital equipment and/or infrastructure upgrades using innovative funding models to optimise the performance of the facilities without necessitating additional NHS Organisation capital spend. Such equipment and infrastructure upgrade may include outpatient, diagnostic, ward space or any other upgrades to existing facilities which enhance capacity and/or throughput. Innovative funding models may include guaranteed minimum activity levels to cover any capital investment made by the Supplier, with such minimum activity levels to be agreed with the NHS Organisation and described in the Call Off Contract.

1.6 Additional Lot 2 Services to those outlined in Clauses 1.2, 1.3, 1.4 and 1.5 of this Lot of this Schedule may be undertaken by agreement by the parties. The Supplier will be

responsive to changes over time, and work with NHS Organisations in adapting the Lot 2 Services in order to meet the changing needs of the Patients.

2. Project Management Approach

2.1 The Supplier must operate a defined and documented project management process.

2.2 The Supplier must operate a defined and documented quality management system.

2.3 The Supplier will work closely with the NHS Organisation and integrate in an adaptive and responsive way with the NHS Organisation's clinical and management teams.

2.4 The Supplier will effectively communicate with and manage the supply chain to deliver Lot 2 Services for and with NHS Organisations.

2.5 Projects will be delivered in accordance with defined programmes of work to be agreed with each NHS Organisation for each contract called off from the Framework Agreement.

2.6 The Supplier will ensure that Lot 2 Services are delivered with minimum disruption to the day-to-day operations of the NHS Organisation.

2.7 The Supplier must ensure that Lot 2 Services do not negatively impact on patient care.

2.8 The Supplier will effectively performance manage any subcontractors (and their supply chains) in performing the Lot 2 Services.

2.9 The Supplier will effectively manage its costs and budgets to prevent cost over-runs.

2.10 The Supplier will achieve value for money and continuous improvement which will be measured by Key Performance Indicators agreed with the NHS Organisation. Key Performance Indicators will include but not be restricted to:

- Improved times to treatment
- Improved patient experience
- Improved financial contribution to the NHS
- Staff morale/satisfaction
- Cost reductions

3. Corporate governance

3.1 The Supplier will be responsible for:

- Delivering the Lot 2 Services in the agreed service environment
- Leadership of the clinical team, where appropriate
- Provision of clinical guidance and support where necessary to ensure that staff work to a clinical governance framework
- Ensuring that all staff are competent to perform all duties that are required of their rôle
- Access to relevant training and Continuous Professional Development (CPD) for clinical and non-clinical staff
- Leading in audit, service evaluation and service development

3.2 All persons employed by or subcontracted by the Supplier who may come into contact with Patients during the course of their duties must hold a current enhanced Disclosure and Barring Service (DBS) certificate valid for the work that is the subject of any Call Off Contract.

3.3 All DBS checks undertaken must have been completed to include all information pertaining to children and vulnerable adults and will cover induction, all mandatory training, occupational health checks, and all appropriate General Medical Council (GMC) and Nursing and Midwifery Council (NMC) checks

3.4 The Supplier must ensure that the NHS Organisation is informed directly should convictions be received regarding them or their employees or subcontractors after the date of the DBS check. Appropriate action will be taken if necessary. In the event that any person in any of the groups referred to previously in this Clause 3.4 are substantively employed by the NHS Organisation concerned, that organisation will continue to retain full responsibility for this for those employees. The Awarding Authority will also be informed to allow relevant and permitted information to be passed to other NHS Organisations to promote safeguarding.

3.5 The Supplier must work within Care Quality Commission (CQC) (or equivalent organisations in Scotland, Wales and Northern Ireland, where applicable) compliance either using the NHS Organisation's own certification or the Supplier's certification for each individual service. The Supplier must have robust, auditable management and corporate governance procedures including clear responsibilities for all staff and appropriate employment policies and procedures, insurances and indemnities and, where relevant, clear written agreements with sub-contractors.

3.6 The Supplier will provide details of their policies and procedures for corporate governance to any requesting NHS Organisations and will notify the NHS Organisations that have entered into a Call Off Contract of any changes in these.

3.7 The Supplier must comply with the following:

- Data Protection Act 1998
- Caldicott Guidelines 1997
- The relevant requirements of the Access to Health Records Act 1990
- Freedom of Information Act 2000
- Access to Medical Reports Act 1988
- Confidentiality Code of Practice 1998
- The relevant requirements of the Care Standards Act 2000
- Any other relevant statutory requirements.
- Any amendments to the above.

3.8 The Supplier must be registered with the Information Commissioners Office as a Data Processer.

3.9 Patient records will remain the responsibility of the NHS Organisation. The Supplier shall obtain no proprietary interest in any Patient data and shall ensure the return of any material detailing or recording such Patient data to the NHS Organisation on demand.

3.10 The Supplier will ensure that all Patients' case notes are kept securely and transferred to the Supplier securely where the Supplier needs such notes to perform its duties under the terms of the Lot 2 Services.

3.11 The Supplier shall ensure that all Staff engaged to undertake any of the Lot 2 Services fulfil all statutory requirements of employment including but not limited to the right to work in the UK.

3.12 The Supplier shall be responsible for ensuring compliance with all relevant HM Revenue and Customs regulations regarding the correct accounting for and payment of tax and National Insurance by and for Staff engaged in the performance of the Lot 2 Services.

3.13 The Supplier shall take all reasonable steps to ensure that no NHS Organisation is exposed to any liabilities resulting from any part of the Lot 2 Services being determined by HM Revenue and Customs as disguised employment as defined in 2017 Public Sector Contracting ("IR35") regulations.

3.14 The Supplier will commit to notifying the NHS Organisation of any relevant Staff changes as soon as they become aware of this.

3.15 The Supplier will commit to provide any information as reasonably required by the Awarding Authority for the purposes of monitoring the Agreement.

3.16 Patients treated under the Lot 2 Services will remain the overall responsibility of the NHS Organisation and as such will be covered by each NHS Organisation's NHS Resolution insurances. The NHS Organisation will ensure that NHS Resolution is notified of the new sub-contract arrangements for the Lot 2 Services. The Supplier must ensure that it retains all appropriate public liability, professional liability and employer liability insurance at all times throughout the life of the Agreement and during any treatments whose performance concludes outside the period of the Framework Agreement.

3.17 For any private (non-NHS) patients, the Supplier shall ensure that any medical practitioner engaged by the Supplier shall have their own respective liability insurance in relation to liability to patients.

3.18 The Supplier shall produce to the Awarding Authority or to any NHS Organisation on request documentary evidence that the insurance required is properly maintained.

3.19 Any Patient enquiries to the Supplier will be dealt with in an appropriate and timely manner.

3.20 The Supplier will maintain a complaints procedure in line with applicable law and provide as and when necessary details of such a procedure to the Awarding Authority or to any NHS Organisation.

3.21 The Supplier shall inform the Awarding Authority of any complaints made by any NHS Organisation and supply copies of all correspondence to the Awarding Authority which relates to complaints or the handling of them.

3.22 In the event that complaints regarding the Lot 2 Services are made by Patients to an NHS Organisation, the NHS Organisation will forthwith inform the Supplier and supply relevant correspondence.

3.23 The Supplier will co-operate as required with any statutory and regulatory bodies in relation to the complaints procedure and with any independent investigation of complaints. Accordingly, the Supplier will:

- Appoint a complaints manager or individual with complaints remit
- Provide the Awarding Authority and any NHS Organisation with relevant details of the complaints manager

3.24 The Supplier will undertake to provide information to the NHS Organisation to support the NHS Organisation's adherence to national or local frameworks for waiting times and performance reporting.

3.25 The collection of data to assess Patient Reported Outcome Measures will remain the responsibility of the NHS Organisation. The Supplier will provide assistance to the NHS Organisation where the Supplier can help in gathering additional information.

3.26 The NHS Organisation shall on reasonable notice in writing be entitled to request additional information from the Supplier covering the provision of the Lot 2 Services if such information is reasonably required by the NHS Organisation and to comply with any written requests under the Freedom of Information Act 2000 (as amended) or under the Environmental Information Regulations 2004 (as amended).

3.30 The Supplier must have robust processes to enable the planning, sourcing, co-ordination, implementation and delivery, of high quality capital equipment necessary for the performance of the Lot 2 Services as agreed with the NHS Organisation.

3.31 The Supplier must have a robust process to enable the planning, sourcing, co-ordination, implementation and delivery, of high quality infrastructure upgrades necessary for the performance of the Lot 2 Services as agreed with the NHS Organisation.

3.32 The Supplier must have a robust process to be followed at the end of any Call Off Contract that includes provision of capital equipment and/or infrastructure upgrades to manage the transition to NHS Organisation ownership or removal of capital equipment.

3.33 Where applicable, any transfer of ownership, responsibility and risk and the insurance requirements of each party must be clearly defined with milestones in the terms of any Call Off Contract with any transfer confirmed by both parties in writing.

4. Clinical governance

4.1 The Supplier shall ensure that a full list of Consultants is available to the NHS Organisation at all times.

4.2 The Supplier shall take all reasonable care to engage or employ in and about the provision of the Lot 2 Services only such Medical Staff as are carefully skilled and experienced in their several professions and callings.

4.3 The Supplier must commit to comply with any NHS Organisation's policies and procedures appropriate to the performance of the Lot 2 Services, including but not restricted to clinical governance policies and risk management strategies. NHS Organisations will provide these to the Supplier as necessary or upon written request.

4.4 The Supplier must not through its actions or inactions jeopardise the NHS Organisation's compliance with Care Quality Commission (or equivalent organisations in Scotland, Wales and Northern Ireland, where applicable) standards, and with those of any future regulatory bodies as appropriate throughout the life of the Agreement and

during any Contract whose performance concludes outside the period of the Framework Agreement. The Supplier will use best endeavours to ensure that the actions or inactions of the Staff do not jeopardise the compliance referred to in this clause 4.4.

4.5 The Supplier must maintain the Standards for Better Health, required by Suppliers with NHS Contracts throughout the life of the Agreement and during any treatments whose performance concludes outside the period of the Framework Agreement.

4.6 The Supplier must maintain a defined and documented quality assurance system which will ensure:

- Adherence to the NHS Organisation's Policies and Procedures
- Effective measures of infection control are used;
- All requirements relating to health and safety in the workplace are satisfied;
- All legal requirements relating to radiological and laser protection are satisfied;
- Professionals are appropriately trained and competent to perform duties required of their role

4.7 The Supplier must operate within Care Quality Commission (CQC) System Guidelines and the guidelines outlined within the NHS Organisation's own Standard Operating Procedures throughout the life of the Agreement and during any Contract whose performance concludes outside the period of the Framework Agreement.

4.8 The Supplier must record within the NHS Organisation's own relevant systems, within two working days, any adverse incidents and supply the NHS Organisation with a summary of any internal enquiry into such incidents. The Supplier must commit that a copy of the full report will be provided to the relevant NHS Organisation in the event of a homicide.

4.9 The Supplier will be responsible for updating Patient case notes immediately following the Lot 2 Services. Updates must be compliant with the NHS Organisation's Standard Operating Procedures and common practice as a minimum and must include, where appropriate

- Any risk of the Patient bleeding excessively during surgery.
- Consent forms.
- Discharge notes and forms.
- The date of the operation, the incision time and the end of surgery time.
- The type of anaesthetic used, neuraxial or general.
- Any contraindication to or variance from any of the NHS Organisation's policies for example antibiotic policy or venous thromboembolism (VTE) prophylaxis policy.

4.10 Where applicable, the WHO Safety Checklist documentation used by NHS Organisation will be completed by the Supplier, copied and filed within the NHS Organisation's patient record. If the NHS Organisation's case notes are not available or have not been accessed for any episode then a copy of the WHO Safety Checklist must be provided to the NHS Organisation's Admissions Department for inclusion in the NHS Organisation's Patient notes.

4.11 The Supplier will implement specific audit arrangements and submit evaluation of audits to the Awarding Authority or to any NHS Organisation on request.

4.12 Topics for audit will be agreed between the NHS Organisation and the Supplier and will be detailed in tailored agendas for review meetings. The Supplier will ensure attendance at such meetings by an appropriately senior office of the Supplier who will be named within the Call Off Contract.

4.13 The Supplier will have access to the NHS Organisation's full range of clinical and non-clinical risk assessments, including written policies on business continuity, and will use them as agreed with the NHS Organisation for each Call Off Contract.

4.14 The Supplier must have a robust system in place for reporting Patient safety incidents and reviewing of this data at appropriate levels.

4.15 The Supplier will investigate and manage Serious Untoward Incidents and complaints in line with the NHS Organisation's complaints and incident reporting procedures, implementing the NHS Commissioning Board Special Health Authority (formerly NPSA) investigation toolkit (or the procedures of equivalent organisations in Scotland, Wales and Northern Ireland, where applicable).

LOT 3

PATHWAY REDESIGN AND IMPLEMENTATION (The Lot 3 Services)

1. Pathway redesign

1.1 The Supplier must have extensive specialist knowledge at a practical level of the full range of services provided by an NHS acute hospital, including but not limited to:

- General surgery
- Trauma and orthopaedics
- Ear nose & throat
- Plastic surgery
- Ophthalmology
- Urology
- Pain services
- Oral and maxillofacial surgery
- Gynaecology
- Neurology
- Dermatology
- Imaging services
- Accident and emergency medicine
- A&E support

1.2 The Supplier must have extensive specialist knowledge at a practical level of patient pathway redesign and be able to demonstrate the tangible benefits of pathway redesign projects undertaken.

1.3 On receipt of a request, the Supplier will carry out a detailed assessment of an NHS Organisation's patient pathway or pathways, the supporting infrastructure and the service provided.

1.4 The assessment will follow a defined methodology and project plan as agreed with the NHS Organisation.

1.5 The assessment should include consideration of the requirements placed on the service, patient needs and waiting lists, and the current output achieved.

1.6 The assessment should include the following stages:

- Current procedures and efficiencies, reviewing each stage of a patient's journey (referral, vetting, appointment, patient preparation, treatment, aftercare, report, results).
- Current services and potential service expansion and capacity opportunities.
- Equipment efficiencies and suitability of technology for cost effective future proofing of the service.
- Current staffing levels and knowledge base to ensure maximum efficiency.

1.7 On completion of the assessment, the Supplier will present a full review to the NHS Organisation including recommendations of how to optimise the patient pathway(s) considering existing infrastructure and equipment constraints and potential for future expansion.

1.8 The review will suggest where development and improvements can be made including potential income generating services and an outline plan for implementation. Advice will be provided on the most appropriate infrastructure and/or equipment to provide the optimised pathway(s) and on financing options for providing any infrastructure and/or equipment.

1.9 NHS Organisations can choose whether to accept, request modification of or reject any or all recommendations made in the review.

1.10 NHS Organisations can appoint the Supplier to implement agreed recommendations without further competition.

2. Pathway implementation

2.1 The Supplier must have extensive specialist knowledge at a practical level of implementing patient pathway redesign and be able to demonstrate the tangible benefits of pathway redesign projects undertaken.

2.2 On receipt of a request, the Supplier will implement the recommendations of a pathway redesign assessment, carried out under this Framework Agreement, that have been agreed with an NHS Organisation.

2.3 Implementation will follow a defined methodology and project plan as agreed with the NHS Organisation.

2.4 The Supplier must operate a defined and documented project management process.

2.5 The Supplier must operate a defined and documented quality management system.

2.6 The Supplier will work closely with the NHS Organisation and integrate in an adaptive and responsive way with the NHS Organisation's clinical and management teams.

2.7 The Supplier will effectively communicate with and manage the supply chain to deliver Lot 3 Services for and with NHS Organisations.

2.8 Projects will be delivered in accordance with defined programmes of work to be agreed with each NHS Organisation for each contract called off from the Framework Agreement.

2.9 The Supplier will ensure that Lot 3 Services are delivered with minimum disruption to the day-to-day operations of the NHS Organisation.

2.10 The Supplier must ensure that Lot 3 Services do not negatively impact on patient care.

2.11 The Supplier will effectively performance manage service providers (and their supply chains) in performing Lot 3 Services.

2.12 The Supplier will effectively manage its costs and budgets to prevent cost over-runs.

2.13 The Supplier will achieve value for money and continuous improvement which will be measured by Key Performance Indicators agreed with the NHS Organisation. Key Performance Indicators will include but not be restricted to:

- Improved times to treatment
- Improved patient experience
- Improved financial contribution to the NHS
- Staff morale/satisfaction
- Cost reductions

2.14 Where applicable, the Supplier will put in place the following corporate governance arrangements for any redesigned pathway that is implemented by the Supplier or using the staff or subcontractors of the Supplier.

2.14.1 The Supplier will be responsible for:

- Delivering the Lot 3 Services in the agreed service environment
- Leadership of the clinical team
- Provision of clinical guidance and support where necessary to ensure that staff work to a clinical governance framework
- Ensuring that all staff are competent to perform all duties that are required of their rôle
- Access to relevant training and Continuous Professional Development (CPD) for clinical and non-clinical staff
- Leading in audit, service evaluation and service development

2.14.2 All persons employed by or subcontracted by the Supplier who may come into contact with Patients during the course of their duties must hold a current enhanced Disclosure and Barring Service (DBS) certificate valid for the work that is the subject of any Call Off Contract.

2.14.3 All DBS checks undertaken must have been completed to include all information pertaining to children and vulnerable adults and will cover induction, all mandatory training, occupational health checks, and all appropriate General Medical Council (GMC) and Nursing and Midwifery Council (NMC) checks.

2.14.4 The Supplier must ensure that the NHS Organisation is informed directly should convictions be received regarding them or their employees or subcontractors after the date of the DBS check. Appropriate action will be taken if necessary. In the event that any person in any of the groups referred to previously in this Clause 3.4 are substantively employed by the NHS Organisation concerned, that organisation will

continue to retain full responsibility for this for those employees. The Awarding Authority will also be informed to allow relevant and permitted information to be passed to other NHS Organisations to promote safeguarding.

2.14.5 The Supplier must work within Care Quality Commission (or equivalent organisations in Scotland, Wales and Northern Ireland, where applicable) compliance either using the NHS Organisation's own certification or the Supplier's certification for each individual service. The Supplier must have robust, auditable management and corporate governance procedures including clear responsibilities for all staff and appropriate employment policies and procedures, insurances and indemnities and, where relevant, clear written agreements with sub-contractors.

2.14.6 The Supplier will provide details of their policies and procedures for corporate governance to any requesting NHS Organisations and will notify the NHS Organisations that have entered into a Call Off Contract of any changes in these.

2.14.7 The Supplier must comply with the following:

- Data Protection Act 1998
- Caldicott Guidelines 1997
- The relevant requirements of the Access to Health Records Act 1990
- Freedom of Information Act 2000
- Access to Medical Reports Act 1988
- Confidentiality Code of Practice 1998
- The relevant requirements of the Care Standards Act 2000
- Any other relevant statutory requirements.
- Any amendments to the above.

2.14.8 The Supplier must be registered with the Information Commissioners Office as a Data Processer.

2.14.9 Patient records will remain the responsibility of the NHS Organisation. The Supplier shall obtain no proprietary interest in any Patient data and shall ensure the return of any material detailing or recording such Patient data to the NHS Organisation on demand.

2.14.10 The Supplier will ensure that all Patients' case notes are kept securely and transferred to the Supplier securely where the Supplier needs such notes to perform its duties under the terms of the Lot 3 Service.

2.14.11 The Supplier shall ensure that all Consultants engaged to undertake any of the Lot 3 Services fulfil all statutory requirements of employment.

2.14.12 The Supplier shall be responsible for ensuring compliance with all relevant HM Revenue and Customs regulations regarding the correct accounting for and payment of tax and National Insurance by and for Staff engaged in the performance of the Lot 3 Services.

2.14.13 The Supplier shall take all reasonable steps to ensure that no NHS Organisation is exposed to any liabilities resulting from any part of the Lot 3 Services being determined by HM Revenue and Customs as disguised employment as defined in 2017 Public Sector Contracting ("IR35") regulations.

2.14.14 The Supplier will commit to notify the NHS Organisation of any relevant Staff changes as soon as they become aware of this.

2.14.15 The Supplier will commit to provide any information as reasonably required by the Awarding Authority for the purposes of monitoring the Agreement.

2.14.16 Patients treated under the Lot 3 Services will remain the overall responsibility of the NHS Organisation and as such will be covered by each NHS Organisation's NHS Resolution insurances. The NHS Organisation will ensure that NHS Resolution is notified of the new sub-contract arrangements for the Lot 3 Services. The Supplier must ensure that it retains all appropriate public liability, professional liability and employer liability insurance at all times throughout the life of the Agreement and during any treatments whose performance concludes outside the period of the Framework Agreement.

2.14.17 For any private (non-NHS) patients, the Supplier shall ensure that any medical practitioner engaged by the Supplier shall have their own respective liability insurance in relation to liability to patients.

2.14.18 The Supplier shall produce to the Awarding Authority or to any NHS Organisation on request documentary evidence that the insurance required is properly maintained.

2.14.19 Any Patient enquiries to the Supplier will be dealt with in an appropriate and timely manner.

2.14.20 The Supplier will maintain a complaints procedure in line with applicable law and provide as and when necessary details of such a procedure to the Awarding Authority or to any NHS Organisation.

2.14.21 The Supplier shall inform the Awarding Authority of any complaints made by any NHS Organisation and supply copies of all correspondence to the Awarding Authority which relates to complaints or the handling of them.

2.14.22 In the event that complaints regarding the Lot 3 Services are made by Patients to an NHS Organisation, the NHS Organisation will forthwith inform the Supplier and supply relevant correspondence.

2.14.23 The Supplier will co-operate as required with any statutory and regulatory bodies in relation to the complaints procedure and with any independent investigation of complaints. Accordingly, the Supplier will:

- Appoint a complaints manager or individual with complaints remit
- Provide the Awarding Authority and any NHS Organisation with relevant details of the complaints manager

2.14.24 The Supplier will undertake to provide information to the NHS Organisation to support the NHS Organisation's adherence to national or local frameworks for waiting times and performance reporting.

2.14.25 The collection of data to assess Patient Reported Outcome Measures will remain the responsibility of the NHS Organisation. The Supplier will provide assistance to the NHS Organisation where the Supplier can help in gathering additional information.

2.14.26 The NHS Organisation shall on reasonable notice in writing be entitled to request additional information from the Supplier covering the provision of the Lot 3 Services if such information is reasonably required by the NHS Organisation and to comply with any written requests under the Freedom of Information Act 2000 (as amended) or under the Environmental Information Regulations 2004 (as amended).

2.14.27 The Supplier must have a robust process to enable the planning, sourcing, co-ordination, implementation and delivery, of high quality capital equipment necessary for the performance of the Lot 3 Services as agreed with the NHS Organisation.

2.14.28 The Supplier must have a robust process to enable the planning, sourcing, co-ordination, implementation and delivery, of high quality infrastructure upgrades necessary for the performance of the Lot 3 Services as agreed with the NHS Organisation.

2.14.29 The Supplier must have a robust process to be followed at the end of any Call Off Contract that includes provision of capital equipment and/or infrastructure upgrades to manage the transition to NHS Organisation ownership or removal of capital equipment.

2.14.30 Where applicable, any transfer of ownership, responsibility and risk and the insurance requirements of each party must be clearly defined with milestones in the terms of any Call Off Contract with any transfer confirmed by both parties in writing.

2.14.31 Where applicable, the Supplier will put in place the following clinical governance arrangements for any redesigned pathway that is implemented by the Supplier or using the staff or subcontractors of the Supplier.

2.14.32 The Supplier shall ensure that a full list of Consultants is available to the NHS Organisation at all times.

2.14.33 The Supplier shall take all reasonable care to engage or employ in and about the provision of the Lot 3 Services only such Medical Staff as are carefully skilled and experienced in their several professions and callings.

2.14.34 The Supplier must commit to comply with any NHS Organisation's policies and procedures appropriate to the performance of the Lot 3 Services, including but not restricted to clinical governance policies and risk management strategies. NHS Organisations will provide these to the Supplier as necessary or upon written request.

2.14.35 The Supplier must not through its actions or inactions jeopardise the NHS Organisation's compliance with Care Quality Commission (CQC) (or equivalent organisations in Scotland, Wales and Northern Ireland, where applicable) standards, and with those of any future regulatory bodies as appropriate throughout the life of the Agreement and during any Contract whose performance concludes outside the period of the Framework Agreement. The Supplier will use best endeavours to ensure that the actions or inactions of the Staff do not jeopardise the compliance referred to in this clause 4.4.

2.14.36 The Supplier must maintain the Standards for Better Health, required by Suppliers with NHS Contracts throughout the life of the Agreement and during any treatments whose performance concludes outside the period of the Framework Agreement.

2.14.37 The Supplier must maintain a defined and documented quality assurance system which will ensure:

- Adherence to the NHS Organisation's Policies and Procedures
- Effective measures of infection control are used;
- All requirements relating to health and safety in the workplace are satisfied;
- All legal requirements relating to radiological and laser protection are satisfied;
- Professionals are appropriately trained and competent to perform duties required of their role

2.14.38 The Supplier must operate within Care Quality Commission (CQC) System Guidelines and the guidelines outlined within the NHS Organisation's own Standard Operating Procedures throughout the life of the Agreement and during any Contract whose performance concludes outside the period of the Framework Agreement.

2.14.39 The Supplier must record within the NHS Organisation's own relevant systems, within two working days, any adverse incidents and supply the NHS Organisation with a summary of any internal enquiry into such incidents. The Supplier must commit that a copy of the full report will be provided to the relevant NHS Organisation in the event of a homicide.

2.14.40 The Supplier will be responsible for updating Patient case notes immediately following the Lot 3 Services. Updates must be compliant with the NHS Organisation's Standard Operating Procedures and common practice as a minimum and must include, where appropriate

- Any risk of the Patient bleeding excessively during surgery.
- Consent forms.
- Discharge notes and forms.
- The date of the operation, the incision time and the end of surgery time.
- The type of anaesthetic used, neuraxial or general.
- Any contraindication to or variance from any of the NHS Organisation's policies for example antibiotic policy or venous thromboembolism (VTE) prophylaxis policy.

2.14.41 Where applicable, the WHO Safety Checklist documentation used by NHS Organisation will be completed by the Supplier, copied and filed within the NHS Organisation's patient record. If the NHS Organisation's case notes are not available or have not been accessed for any episode then a copy of the WHO Safety Checklist must be provided to the NHS Organisation's Admissions Department for inclusion in the NHS Organisation's Patient notes.

2.14.42 The Supplier will implement specific audit arrangements and submit evaluation of audits to the Awarding Authority or to any NHS Organisation on request.

2.14.43 Topics for audit will be agreed between the NHS Organisation and the Supplier and will be detailed in tailored agendas for review meetings. The Supplier will ensure attendance at such meetings by an appropriately senior office of the Supplier who will be named within the Call Off Contract.

2.14.44 The Supplier will have access to the NHS Organisation's full range of clinical and non-clinical risk assessments, including written policies on business continuity, and will use them as agreed with the NHS Organisation for each Call Off Contract.

2.14.45 The Supplier must have a robust system in place for reporting Patient safety incidents and reviewing of this data at appropriate levels.

2.14.46 The Supplier will investigate and manage Serious Untoward Incidents and complaints in line with the NHS Organisation's complaints and incident reporting procedures, implementing the NHS Commissioning Board Special Health Authority (formerly NPSA) investigation toolkit (or the procedures of equivalent organisations in Scotland, Wales and Northern Ireland, where applicable).