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Memorandum of Information

Stage One: Pre-Qualification

February 2016

Bath & North East Somerset Council

NHS
Bath and North East Somerset Clinical Commissioning Group

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1. Purpose, Structure and Next Steps for Bidders

1.1 Purpose of this Document

This Memorandum of Information (MOI) covers the requirement for Community Health and Care Services for Bath and North East Somerset co-commissioned by NHS Bath and North East Somerset Clinical Commissioning Group (CCG) and Bath &North East Somerset Council, jointly referred to hereafter as “the Commissioner”. The MOI contains details of:

- The procurement and its objectives;
- The procurement process;
- The procurement commercial framework; and
- The procurement governance and administration requirements.

The purpose of this MOI is to provide potential Bidders with sufficient information on the Community Health and Care Services for Bath and North East Somerset to enable them:

- To make an informed decision about whether they wish to participate;
- To submit an Expression of Interest (EOI); and
- To provide supporting information to inform bidder responses to the pre-qualification questionnaire

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 for the Community Services for Bath and North East Somerset, the scope of services to be procured and the factors critical to the success of this procurement.

- **Section 3: Procurement Process Overview**
  Detailing the steps involved in this procurement.

- **Section 4: Commercial Framework**
  Detailing the key commercial terms and other legal and contractual arrangements for this procurement.

- **Section 5: Governance and Administration**
  Detailing key governance and administration requirements for the Community Health and Care Services for Bath and North East Somerset.

- **Section 6:** **Glossary of Terms and Abbreviations**
  Providing a glossary of the terms used in the MOI.

- **Annexes:** **Annex A**
  Current Community Service Contracts

  Annex B
  Outline Specification

  Annex C
  Bidder Event Registration Form

1.3 Next Steps for Bidders

Potential parties wishing to participate in this procurement must register and log in to In-tend to register interest and to complete the Pre-Qualification Questionnaire (PQQ). Completed PQQs should arrive no later than **12noon on Tuesday 29th March 2016**.

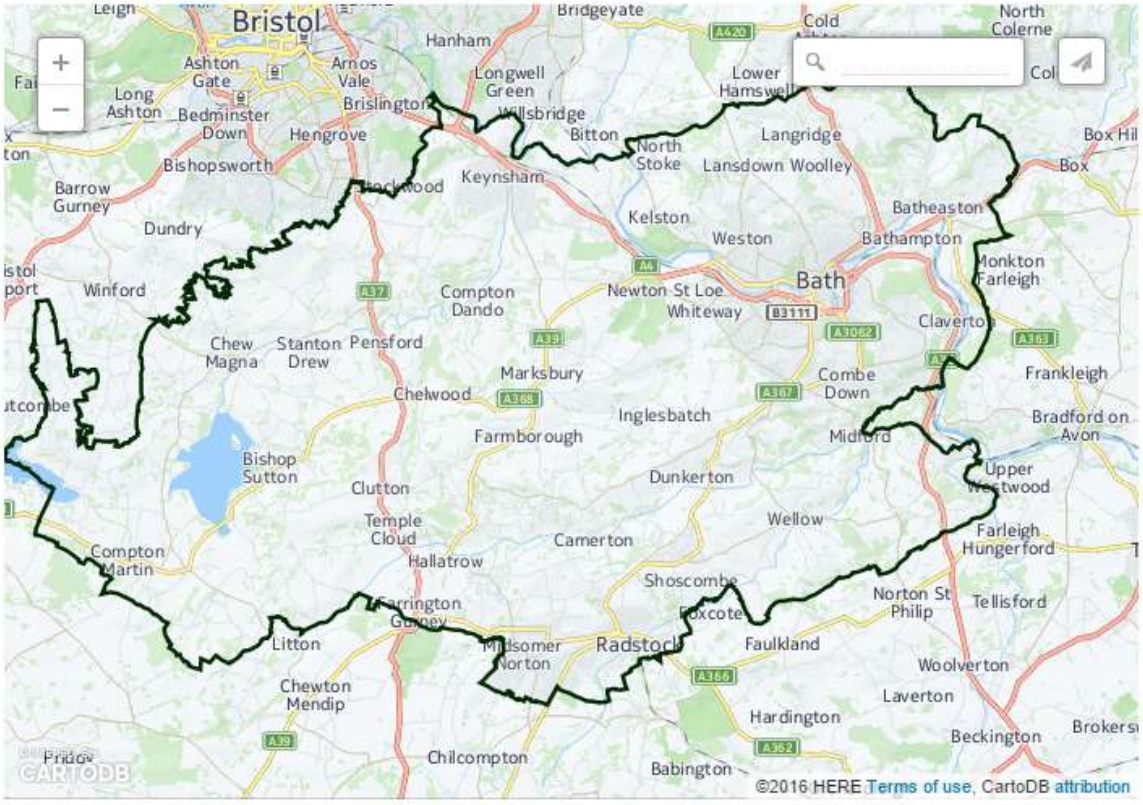
Bidders should particularly note that the Pre-Qualification Questionnaire (PQQ) stage is being conducted simultaneously with the advert stage so the deadline for submission of completed PQQs is the same as the deadline for receipt of expressions of interest.

2. Introduction and Overview

2.1 Background and Context to the Community Health and Care Services for Bath and North East Somerset

NHS Bath and North East Somerset Clinical Commissioning Group (BaNES CCG) and Bath & North East Somerset Council (Local Authority) are the organisations responsible for making sure that the people of Bath and North East Somerset have the health and care services they need.

The CCG covers the Bath and North East Somerset area, using the same boundaries as the Local Authority. The only difference in the boundaries is that the CCG's definition is for those people registered with GP surgeries who are within the Bath and North East Somerset boundary, rather than where their home is.



The majority of community health and care Services in Bath and North East Somerset have been provided by Sirona Care &Health Community Interest Company since April 2011. The current five-year contract with Sirona CIC for community services in Bath and North East Somerset expires on 31 March 2016. In November 2015, the CCG and Council's Joint Commissioning Committee reached a decision to renew this contract for a period of one year to March 2017 to allow time to conduct a full review.

In addition to the Sirona contract, the CCG and the Council currently commission a range of Providers to deliver a full suite of community services contracts for our population. Full details of these can be found in Appendix A.

The currently commissioned services that are expected to be within the scope of the new model of provision are listed in the table below. It should be noted that the Commissioner expects a phased approach to inclusion of these contracts within the new contractual model. It should also be noted that whilst we have categorised services into specific areas of provision we recognise that many services span all levels of care.

Prevention, self-management and support services

- sexual health prevention
- health visiting
- school nursing
- community transport
- carers support and centres
- children's centres
- lifestyle education and campaigns
- information and advice services
- advocacy services
- discharge support
- day services

Early intervention and targeted services

- mental health early intervention
- mental health recovery teams
- community nursing
- specialist foot care
- speech and language therapy
- reablement / intermediate care services
- social prescribing and community based opportunities
- learning disabilities services
- community hospital and unplanned care
- employment support
- targeted family support
- child and adolescent mental health
- specialist equipment services
- adult social work
- independent living services
- homelessness and housing support
- occupational therapy
- targeted youth supported
- domiciliary care
- lifestyle support services
- community paediatrics
- volunteer progression (training and support)

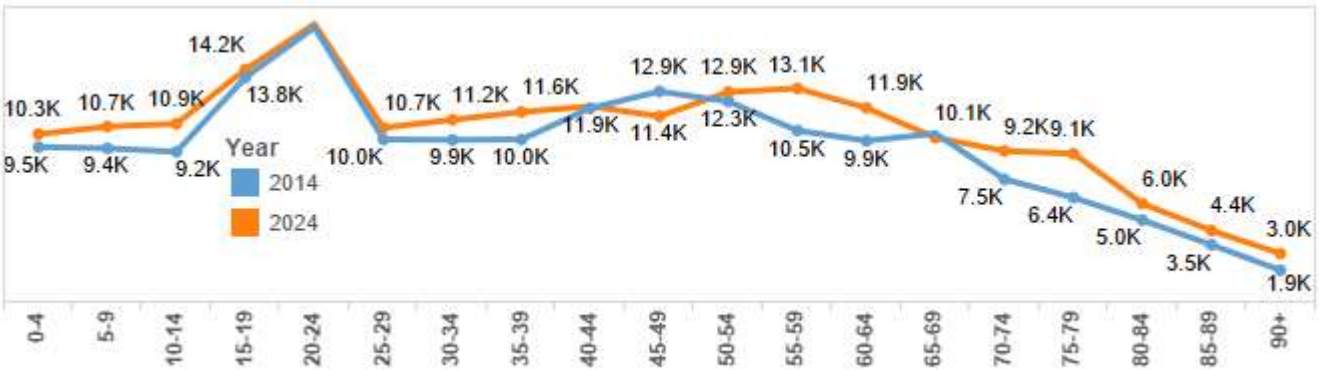
Complex and specialist needs services

- community mental health services and activities
- mental health specialist care and support
- substance misuse services
- end of life services
- continuing health care
- speech and language therapy services
- musculoskeletal services
- continence services
- sexual health intervention
- specialist neurological services
- specialist diabetes services
- specialist child health services
- specialist childcare and educational needs
- hearing and vision services
- other specialist clinical and therapy services
- specialist cardiac and respiratory services

The Needs of Our Population

- Our population is growing and ageing – taking expected housing growth into account, the overall population is expected to increase to nearly 200,000 by 2024, an increase of 11% from 2014. The number of people aged over 75 is expected to increase by 33.4% by 2024
- A consequence of this change is that demand for health and social care is going to increase.
- There are increasing numbers of patients with co-morbidities, 30% of people with a long term physical health condition will also have a mental health condition and in comparison; 46% of people with a mental health condition will also have a long term physical health condition.
- Drug abuse and alcohol are already significant challenges
- There will also be a big increase in numbers of children and young people, with 5-14 year olds growing by 16.4% by 2024
- We know we have a substantial number of children with complex needs. As life expectancy for people with certain conditions and diagnoses increase in the early years setting, we expect these numbers to rise over time.
- There are 17,585 unpaid carers in Bath and North East Somerset and this figure is growing
- Life expectancy is 80.9 for men and 84.5 for women, higher than national and regional levels. We experience a gap in life expectancy between our richest and poorest areas. For women this is 5.3 years and for men this is 8.2 years and has been increasing over time.
- Despite its relative affluence, Bath and North East Somerset is geographically diverse which means the area experiences challenges regarding access to services in remote rural areas as well as pockets of intergenerational poverty.

Comparative population change by age-range 2014-24



Further information is available via the Bath and North East Somerset Joint Strategic Needs Assessment.

There are also a number of other sources of data that providers may find of use;

- CCG Outcomes Indicator set which shows areas where we are performing well, and not so well.
- Dwelling-led population estimates accounting for expected housing growth defined in the core Council strategy and to a small geographical level.

The Vision for Bath and North East Somerset

Bath and North East Somerset will be a connected area ready to create an extraordinary legacy for future generations - a place with a strong social purpose and a spirit of wellbeing, where everyone is invited to think big.

We will have health and care services in the community that empower children, young people and adults to live happier and healthier lives.

Our services will provide timely intervention and support to stem ill health, prevent social isolation and tackle inequalities. By placing people at the heart of services, they will receive the right support at the right time to meet their needs and conditions.

Dedicated to supporting greater levels of prevention and to help people self-manage their conditions, community services will ensure that clear routes to good health and wellbeing are available.

Supporting people to access services when they are needed in as seamless a way as possible, navigators will assist individuals to access pathways of care and support. Services will be easy to access and will connect and integrate across acute, primary care, mental health and community service boundaries.

Services will reward excellence and innovation, encouraging a culture of continuous quality improvement, whilst delivering better outcomes for people in ways which deliver best value for money.

Financial Context

We are facing a significant challenge to ensure that high-quality, affordable, community health and care services can be delivered in the face of reductions in funding allocations and increasing demands. Service transformation will be required in order for community services in Bath and North East Somerset to remain at the heart of a sustainable health and care system. The funding available indicates a considerable gap, i.e. a 7% reduction to net budgets over a four year period.

This will require care and support provided in a community setting to demonstrate efficiency and productivity savings in the context of the cost reduction required of the whole health and care community.

In order that we achieve and maintain local system sustainability, the following strategic principles apply:

- There will be a further shift of investment from acute and specialist health services to support investment in community-focused provision.
- This shift of investment will be focused on those areas where there is robust evidence that this will achieve improved value from the available resource and deliver wider financial benefits to the health and care system.
- Alternative sources of funding and income will be proactively sought by Providers and commissioners working in collaboration.
- Providers and commissioners will explore new approaches to sharing resources, including knowledge and expertise, where there are demonstrable benefits in doing so.
- Any proposed shift of resource and/or service change will be impact-assessed to ensure that the proposed change will not adversely affect whole system sustainability.

2.2 Objectives of the Procurement

The commissioned service(s) will deliver a sustainable, preventive, planned and urgent health and social care system in the local community that has a clear focus on health and social care improvement, parity of esteem between mental and physical health and reducing inequalities for children, young people and adults.

In order to achieve this, the delivery of community health and care services will be led by a 'Prime Provider' (which may be a single Provider or a consortium) that has overall responsibility for the management and delivery of all services within the contract scope under a commissioning contract with the commissioner. The overarching architecture for specifying services under this arrangement is shown in Appendix B.

The overriding objective for services will be to deliver safe and robust community services that are accessible to the local population of Bath and North East Somerset. The Prime Provider will be expected to deliver the following system level objectives:

- Care and support will be delivered in people's homes or in nearby local settings that enable them to remain independent as possible, for as long as possible, and to remain connected with their communities.
- Care and support will be accessible, equitable, integrated, sustainable and flexible for people of all ages and their level of need.
- Services will connect and integrate across acute, primary care, mental health and community service boundaries.
- Providers work in formal partnerships and with local communities to deliver services through a range of resources whilst maximising the potential of voluntary, community and social enterprise partners through an asset-based approach.
- Services are good value for money with as much resource as possible dedicated to front line services.
- Providers have shared objectives and responsibility to ensure the integrated and seamless provision of services.
- Avoidable admissions to hospital are prevented through alternative community based options and people are supported to be discharged from hospital with appropriate and sustainable support in community settings.
- Services harness the potential of new technology to lead innovation in service delivery and the sharing of information between Providers.
- There is an organisational culture that supports all staff to learn, improve and feel empowered and to focus on prevention, early intervention and self-management for individuals.
- All staff are focussed on prevention, early intervention and empowering individuals to be more independent and connected with their communities.
- Services reward excellence and innovation, encouraging a culture of continuous quality improvement.

Outline Specification Framework

It is expected that services will be organised around four service specifications as outlined in Appendix B. The Prime Provider will be accountable for delivering the outcomes across all four specifications but may sub-contract specific roles and services.

Specification 1: **Prime Provider:**
Connecting, Collaborating, Creating Health and Wellbeing for all
Connecting services and integrating care and support to deliver person-centred care and support that is coordinated around an individual's needs, wishes and preferences.

Specification 2a: **Living Well and Staying Well**
These are prevention and self-management services that are open to all. They promote healthy and active lifestyles and help people stay well and independent, and reduce health inequalities within the local population.

Specification 2b: **Regaining Health and Independence**
Early intervention and targeted support services aimed at keeping people well, connected to their communities, families and friends, enabling people to regain their health and independence following a period of illness. This includes preventive, targeted activity to halt the development of a condition or a reduction in independence.

Specification 2c: **Enhanced and Specialist Support**
These enhanced and specialist services will meet a person's needs where a specialism is required or where multiple agencies need to work together to meet a person's long term conditions or complex health and care needs.

2.3 Scope of the Procurement

The health and care landscape of Bath and North East Somerset is complex and a range of services are currently commissioned. However, with the all ages approach to provision and a fundamental aim to integrate care and support, our starting point has been to consider the broadest set of services within scope.

Therefore, our working assumption is for the new contractual framework to include all services currently commissioned within the scope as outlined in Section 1.1, only removing services from our scope by exception. Even then, it is our ambition that exempt services may be bought into scope over the life of the contract.

2.4 Scope of Exclusions

We have, however, identified a number of services that will be excluded from our scope, at least initially.

Potential grounds for excluding certain services include:

- Relevancy of coordination - One of the key benefits of outcome-based commissioning is how it will stimulate integration and coordination across Provider groups. If a particular service operates in a natural silo, then it may not be worthwhile including it in scope.

- Speciality of service - There may be some specialist services which are delivered in small volumes but at very high costs and, as such, carry a higher risk to the budget holder and this may be grounds to consider a service out of scope.

- Specialist Commissioning - Some services may be more difficult to include within scope, either because of current contracting arrangements or because they are commissioned centrally for example by NHS England.

- Services that are not intended or able to be delivered in community settings, for example in-patient beds including mental health

At this stage, our working assumption is to consider the following out of scope:

- **Children's social work services**
  These are currently delivered in house by the Council and are not regarded as appropriate for consideration under this review.

- **Core, national and local enhanced primary care services**
  These services are commissioned by either NHS England or the CCG and fall outside the scope of the contract. While we recognise that core primary care is central to pathway management, as co-commissioning of primary care with NHS England develops, we will continue to explore opportunities to align out of scope services with this contract.

- **Secondary care services**
  Secondary care services that are necessarily delivered in a hospital setting such as medical and surgical treatments and accident and emergency services

- **Specialist commissioning**
  Similarly, some elements of specialist commissioning fall outside the scope of the contract precisely because they are commissioned externally. In addition, there are grounds to exclude some of these services on the 'specialty of services' test described above.

- **Registered care and nursing home provision**
  These services are modelled on a person living under a license arrangement having been placed with the Provider through a contracting mechanism with a commissioning authority, or as a self- funded placement. Placements are made following an assessment which has determined that the person is no longer able to live

independently and has care or nursing needs which can only be met through the provision of registered care home placement.

In addition, some services currently provided as a specific, delegated function of the Council or CCG will need further consideration about appropriate commissioning and delivery arrangements in any future model.

In defining the services in scope it is recognised that nationally the emerging direction of travel is to move towards outcome-based commissioning approaches across whole populations and capitated budgets. Over time there may be potential to extend the scope of services included under this framework (subject to Provider agreement) to include a broader range of services to maximise the benefits of this approach.

2.5 Bidder Pool

The Commissioner wishes to receive responses to the Pre-Qualification Questionnaire (PQQ) from suitably qualified Prime Providers with the necessary capacity and capability (or a demonstrable ability to provide the necessary capacity and capability within the requisite timescale, which shall be notified to Bidders in the PQQ) to provide the services as set out in Annex B, in a safe and effective manner and to meet the requirements of section 2.5 below.

Potential Bidders must be eligible to enter into an Agreement with the Commissioner. Potential Bidders may bid in conjunction with other organisations provided that the contracting body is eligible to enter into an Agreement. Similarly, some of the service requirements may be delivered by a different person or organisation to the potential Bidder, subject to compliance with the terms of clinical sub-contracting contained within the Agreement and any requirements as to the sub-contracting of clinical services specified in the Regulations.

2.6 Critical Success Factors

The Commissioner requires the Prime Provider to meet the following Critical Success Factors throughout the life of the Contract (further details will be provided in the Invitation To Negotiation (ITN)).

1: A PERSON NOT A CONDITION

Personalisation means a fundamental shift in the way we view and work with people who need care and support. It means seeing the whole person; focusing on their strengths, interests, abilities and networks rather than their diagnoses, illnesses and deficits. It means taking into account a person's physical, social, mental, emotional and spiritual needs. It means taking time to listen to and "hear" an individual's own voice, particularly those whose views are not easily heard. It means working with the person in the context of their wider lives and being aware of any social inequality or determinants of ill health that may impact on them.

2: A SINGLE PLAN

In future, people will have a single assessment and support plan that is coordinated and based around their individual needs, wishes and preferences. This plan will include health and care needs and outcomes and for some children and young people it will also include Education, Health and Care (EHC) plans. The planning and delivery of support will bring together everyone involved in helping an individual to manage their care and support.

3: INVEST IN THE WORKFORCE

One of the key factors in ensuring the successful delivery of integrated community services will be the workforce on whom we depend to deliver care and support services. Commissioners and Providers will need to take the necessary action to ensure that their workforce is sufficient and that it is skilled, well-led and supported to deliver high quality services.

4: FOCUS ON PREVENTION

Evidence suggests that prevention programmes from conception to old age can keep people well and independent, prevent or slow disease progression, improve physical and mental wellbeing, improve life chances and reduce demand for both early intervention and specialist services.

Many people have also told us that when they are ill or have a crisis then the service response is good. However, when they recover from a period of physical or mental ill health and begin to regain their independence then support can tail off, meaning that people are at risk of becoming unwell again or even reaching crisis point before they get the support they need.

Therefore, our approach is to ensure all support has a strong focus on prevention, especially in areas of higher deprivation, by providing either universal programmes, targeted ‘early help’ support or preventing relapse following ill health.

We want to enable those who use services and their carers to take care of themselves and each other by building on their individual and community resilience, developing their support networks and finding community-based solutions.

5: JOIN UP THE INFORMATION

The delivery of care and support that is integrated around the individual requires a corresponding integration of Information Management Technology (IMT) Systems. Health and care records will be kept digitally with the NHS number as the unique identifier and will be able to communicate automatically with other parts of the health and care system. The care and support record will be maintained on the Council's new electronic record system provided by Liquidlogic.

6: DELIVERING TRANFORMATIONAL CHANGE

The successful delivery of whole-system change that makes a real difference to people needing health and care support requires radical thinking about new ways to design and deliver services. This must be done in partnership with the people who need this support who are experts by experience.

It requires an approach that recognises and deals with complexity, constraints and conflict. It needs strong and innovative leadership that will ensure there are effective changes to the way we do things to deliver the full benefits of an integrated health and care system. Commissioners work with the future Provider of services to enable health and care organisations to design, plan and deliver transformational change alongside experts by experience that is both successful and sustainable.

7: VALUE FOR MONEY AND AFFORDABILITY

Our vision is for services to be affordable and sustainable within the resources available and to provide value for money whilst maintaining quality and standards of care. The service should also evidence a reduction in acute admissions to secondary care and importantly, costs and capacity of secondary care services.

3. Procurement Process - Overview

3.1 Procurement Timeline

The timeline for the Community Services procurement for Bath and North East Somerset is set out below. **It should be noted that the dates are expected dates at the time of issuing this MOI and may be subject to change.**

	Procedure	Dates
1	Advert placed	29/02/16
2	PQQ issued	29/02/16
3	PQQ submissions closing date	29/03/16
4	Completion of PQQ evaluation and short list	14/04/16
5	Issue of first round Tender documents (ITN1)	18/04/16
6	Mid-tender clarification meetings	02/05/16
7	ITN1 submissions closing date	18/05/16
8	ITN1 evaluation and dialogue process	19/05/16 – 06/06/16
9	Issue of Final tender documents (ITN2)	09/06/16
10	ITN2 submissions closing date	29/06/16
11	ITN2 evaluation process	01/07/16 – 13/07/16
12	Preferred bidder period	15/07/16 – 31/08/16
13	Formal award	01/10/16
14	Contract start date	01/04/17

The dates listed in the proposed timetable above are the earliest in which the tasks listed against them can be commenced. Each milestone from the above table is explained in further detail below.

3.2 Advert, Memorandum of Information (MOI) and Expression of Interest (EOI)

Advert: Adverts have been published describing, in general terms, the Community Services being procured for Bath and North East Somerset. Adverts have been placed in OJEU, Contracts Finder, In-tend and Procure in the South West to encourage responses from as wide a range of organisations as possible. Potential Bidders must register their interest by submitting an EOI in accordance with the requirements of section 3.2.3.

MOI: This Memorandum of Information (MOI) provides details for the Community Services for Bath and North East Somerset. This MOI should provide potential Bidders with sufficient information on the Bath and North East Somerset Community Services to enable them to make an informed decision about whether they wish to register their interest. Potential Bidders must register their interest by submitting an EOI in accordance with the requirements of section 3.2.3.

EOI: Potential Bidders wishing to participate in this procurement must submit an Expression of Interest via In-tend. Bidders are advised to click on the 'interested parties current opportunities' button on In-tend to view details of this procurement and enter your organisations details.

3.3 Bidder Information Event

To ensure all potential Bidders are given an equal opportunity to fully understand the requirements of this procurement and have an equal opportunity to bid, a Bidder Information Event will be held. It will also aim to inform all potential Bidders of the procurement principles, processes and next steps.

The Bidder Information Event will be held on **15th March 2016 at 2.00 pm at Royal British Legion, Keynsham.** Interested parties wishing to participate in this procurement and attend the Bidder Information Event should indicate their intention to attend in accordance with the notice in Appendix C at which point further information will be issued.

Please note: The deadline for registering an intention to attend is midday on Friday 11th March 2016.

Please note: Not all questions posed by potential Bidders will be answered on the day. If you have specific questions about this procurement you may ask them before the event and they will be answered on the day. Any questions not answered on the day will be noted and responses will be circulated after the event to all Bidders via In-tend.

3.4 Pre-Qualification Questionnaire (PQQ)

The PQQ is designed to evaluate the capacity, capability, experience and eligibility of potential Bidders (in particular minimum levels of economic and financial standing and technical or professional ability) to provide services which are the subject of this procurement. The PQQ provides detailed information on the PQQ process, guidance on how to complete the PQQ, a series of questions for potential Bidders to answer and details of the scoring methodology to be applied. The PQQ is available on In-tend and all potential Bidders wishing to bid for the Community Services contract must respond to the PQQ before the deadline stated in the PQQ. We reserve the right not to consider any PQQ submission received after the deadline.

A clarification question and answer process will operate during the PQQ stage and will be explained in the PQQ documentation. The PQQ evaluation will include a short-listing

process and potential Bidders will be told whether or not they have been short-listed. Further details of the PQQ process and evaluation will be set out in the PQQ document.

Completed PQQ's must be returned by noon on Tuesday 29 March 2016

3.5 Invitation to Negotiate

Bidders that successfully pass the PQQ stage will be invited to progress to the tender stage. This is when Bidders submit their response to the service specification, stating how they intend to deliver the service. The tender stage tests Bidders' specific plans on areas such as clinical, staffing, information management & technology, estates, integration, organisational development and service user issues as applicable. This ITN1 document will define:

- the timescales involved;
- the number of phases and submissions that will form the component parts of the negotiation;
- an outline of the negotiation meetings and key issues for debate; and
- award criteria and sub-criteria.

All tendering activity will be conducted entirely within the Commissioner's e-procurement portal with all tender documentation being made available online within the system. Completed tender documentation must be submitted within the Commissioner's e-procurement portal by the relevant deadline.

It is the Commissioner's intention that ITN2 submissions will act as final tenders and that an award will subsequently be made on the basis of those submissions. However, the Commissioner reserves the right at its sole discretion to request any number of further submissions.

Note - Further details of the process and evaluation will be set out in the Community Services for Bath and North East Somerset Invitation to Negotiate Stage 1 (ITN1) documentation.

3.6 Preferred Bidder Stage

Based on the completed scoring from the previous tendering stage, the Commissioner will approve a Preferred Bidder nomination. The purpose of the preferred bidder period is to confirm commitments and finalise the contract details prior to any final award decision being reached by the Commissioner.

3.7 Contract Award

Based on the outcome of the preferred bidder discussions, a recommendation will be made to the CCG Governing Body and the Council Cabinet for consideration. Once approvals are received and the appropriate voluntary standstill period is completed, the Commissioner and the Preferred Bidder may enter into the Agreement.

3.8 Service Commencement

Following contract award, service commencement of the Prime Provider will be 1 April 2017. Further contracts arising from the YCYW programme, including any Dynamic Purchasing Systems, will come into effect at a later date(s) that will be agreed between the Commissioner and the Prime Provider.

4. Commercial Framework

4.1 The Contract

The contract to be entered into by the Commissioner and the selected Bidder(s) will be based on the NHS Standard Contract. Each contract will be separate to and independent of any existing contract currently in place between that organisation and the Commissioner.

The NHS Standard Contract is redrafted on an annual basis. The latest available contract (likely to be the 16/17 version), will be used as the basis of all contracts to be entered into.

Bidders are not permitted to substantially vary the terms of the Contract but certain aspects determined by the Commissioner may be open to negotiations with remaining Bidders during the ITN1 or ITN2 of the negotiated procedure.

4.2 The Prime Provider Model

Currently, it is proposed that a Prime Provider is commissioned as a strategic partner to the Commissioner, and that the Prime Provider acts as a leader within the community health and care system.

The Prime Provider:

- Could be one or multiple organisations but will be commissioned through a single commissioning contract.

- If made up of more than one organisation, will either have a traditional lead and sub-contractor model, or will form a consortium that then creates a new organisation that is made up of those constituent providers.

- Will be the Commissioner's key partner in the delivery of integrated community services for the contract term, taking on a leadership role in the wider community health and care system.

- Will be responsible for supporting the Commissioner in the further commissioning of some services under a Dynamic Purchasing Systems (DPS), but providers under those DPS will remain accountable to the Commissioners

- Will not be able to sub-contract certain statutory functions (as defined up-front by the Commissioner through a rational decision-making process).

- Must be able to assure the Commissioners that they will have direct means of contractual intervention with regard to certain statutory functions (as defined by the Commissioner), whether those statutory services are delivered directly by the Prime Provider or through a sub-contracting or other arrangement.

- Will, through the bidding process work with the Commissioner to identify 'Mandatory Material Sub-Contractors' that they will not be able to stop using except with the express permission of the Commissioner.

Obligations on the Prime Provider where sub-contracting is used:

- The NHS Standard Contract (16/17) will be used to contract with the Prime Provider.
- The Standard Contract states that the Provider must not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights or obligations or duties under the Contract without the prior written approval of the Commissioner
- The Commissioner may (at their discretion but acting reasonably) also designate any sub-contractor approved by it as a Mandatory Material Sub-Contractor.
- The Standard Contract also states that the Provider must ensure that the Sub-Contractor does not further sub-contract its obligations under the Sub-contract without the approval of the Commissioners.
- The Standard Contract also states that sub-contracting any part of the Contract does not relieve the Provider of any of its obligations or duties under the Contract, and that any obligation on the part of the Provider under the Contract includes an obligation to ensure that all Sub-Contractors comply with that obligation.

Further Prime Provider considerations:

- Any required funding for the additional burden on the Prime Provider to properly manage the system will need to be identified through the commissioning process and mitigated against.
- Outcomes and descriptions for individual services are written to take account of the specific obligations on all providers to work with, and at times for, the Prime Provider.
- Communication around the Prime Provider model is managed in a coherent and positive way, so as to assure local or smaller providers of the benefits of such a model.
- The Commissioner will put in place robust local management structures (e.g. local Board incorporating CCG and Council representation) with a defined level of autonomy and a clear and demonstrable commitment to partnership working.
- Ownership of all activity and performance data for each service remains with the Commissioner and will be made available from the Prime Provider at any time.
- The relationship between the sub-contracted providers and the Prime Provider is prioritised and risks around potential breakdown are considered and mitigated at every stage.
- There is a demonstrable commitment to involving service users in the monitoring of current services and the development of, or changes to, services.

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4.3 Contract Duration

A key consideration in the new approach will be how to create the right conditions for investment by Providers. The current three years standard NHS contract with annual renegotiation does not provide an environment in which Providers will feel confident to invest in improving community services with a view to deriving health and care outcomes as well as financial benefits later down the line.

It is therefore proposed that a longer term contract (seven years with an option to extend by a further three) will be offered which would provide more confidence for investors and the conditions for Providers to manage significant transformation programmes.

4.4 Contractual Relationships

The successful Provider(s) will have a direct contractual relationship with the Commissioner. For clarity, the Local Authority is acting as lead commissioner and will hold any contracts arising from this procurement. The CCG will be an associate commissioner to any contracts arising from this procurement.

All Bidders are advised to read the draft contract that will be made available during the course of this procurement to ensure they understand the obligations on them should they be successful.

4.5 Workforce

Policies and Strategies

During the procurement, 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. At PQQ Stage, Bidders will be required where asked to provide information on the following:

- Recruitment, Health & Safety and other relevant policies.
- Procedures for ensuring compliance that all clinical staff including doctors, nurses, allied health professionals and social workers are registered with the relevant UK professional and regulatory bodies.
- Procedures for ensuring clinical staff meet the Continuing Professional Development requirements of their professional and regulatory bodies.
- Staff handbook setting out terms and conditions of employment for staff.
- Other such policies and procedures as pertain to workforce issues within the services.

At tendering stage, Bidders may be required to Provider further detailed service-specific workforce information such as:

- Operational workforce plans
- Planned staffing levels, skill-mix, risks and issues
- Training plans
- Other such service-specific information that relates to how the workforce will perform within the service.

Staff Transfers (TUPE)

The attention of Bidders is drawn to the provisions of the European Acquired Rights Directive 2001/23/EC and Transfer of Undertakings (Protection of Employment) Regulations ("TUPE"). Bidders should also be aware that the 'New Fair Deal' policy and guidance will apply to this procurement.

The Commissioner expects, if applicable, that any transfer of employees would be effected under TUPE in line with Department of Health Guidance and where relevant Cabinet Office guidance.

Bidders should in particular note the following Department of Health advice:-
"…in situations where public sector staff transfer the intention is that TUPE should apply. In circumstances where TUPE does not apply in strict legal terms, the principles of TUPE should be followed and the staff involved should be treated no less favourably than had the Regulations applied".

The Commissioner is of the opinion that TUPE will likely apply, however Bidders are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary. Further details on workforce will be supplied during a later stage of the procurement.

Pensions

The successful bidder(s) (if not an NHS Body) will be expected to comply with COSOP and the HM Treasury Annex to it entitled "Staff Transfers from Central Government: A Fair deal for Staff Pensions" (June 1999 and as updated June 2004) in respect of transferring staff pensions.

4.6 Facilities Management & Equipment

Estate:	Details will be set out in the documentation issued at the Invitation to Negotiate 1 (ITN1) Stage
Facilities Management:	Details will be set out in the documentation issued at the Invitation to Negotiate 1 (ITN1) stage.
Equipment:	Providers will be responsible for the provision and cost of equipment

4.7 Information Management and Technology (IMT)

The delivery of health and care that is integrated around the individual requires a corresponding integration of IMT Systems. The model of care will be one that is supported by a Provider IMT strategy that is aligned with the ambitions set out in the NHS Five Year Forward View and underpinned by the National Information Board. The IMT strategy will recognise the need for relevant information to be available to professionals and patients to support care. Clinical and administrative systems need to facilitate the sharing of appropriate data, not inhibit it, and make best use of modern technologies to provide an efficient and effective experience. Systems will facilitate the reuse of data captured for the purposes of giving care for analysis at a macro and micro level of activity undertaken and the outcomes achieved.

Health and social care records will be kept digitally with the NHS number as the unique identifier and have the ability to communicate (only) relevant information automatically with other parts of the health and social care system across organisational boundaries whilst respecting individual consent. The care record will be maintained on the Local Authority named electronic care record, provided by Liquidlogic. The health record will be maintained on the Provider electronic patient record. The use of interoperable systems and full Provider engagement with the B&NES community-wide interoperability and information sharing agenda will ensure that relevant information is available to support care to an individual wherever they present e.g. birth, end of life, social care, A&E, GP surgery or out of hours.

The Provider will exploit technology in order to deliver an integrated electronic health record across its own services and with those in the local region. This local Shared Care Record will be available to patients and carers as well as health and care staff. The public will be offered evidence-based technological solutions to accessing care beyond traditional face to face settings that provide efficiency, quality care and excellent patient experience. The core systems that are currently in use in Bath and North East Somerset are detailed in the table below.

Organisation	Main IT care record system	Who else has access?
AWP	RiO – Electronic Patient Record	• BaNES Council – some staff have 'read only' access to RiO
Sirona	SystmOne – Electronic Patient Record	• RUH, Dorothy House (providing the GP practice has opened sharing agreement with these organisations) • SystmOne GP practices through SystmOne
BaNES CCG (GP practices)	SystmOne – Electronic Patient Record	• RUH have direct access to SystmOne Sirona have access to SystmOne (all SystmOne GP practices have opened the sharing to Sirona) • Sirona - some practice based (e.g. Community Nurses) staff have direct access to the GP practice system (SystmOne) use this as their main system • Dorothy House Sirona have access to SystmOne (where the GP practice a patient is registered with has opened the sharing to Dorothy House)
	EMIS – Electronic Patient Record	• RUH – access information through the SCR for EMIS practice patients • Sirona - some practice based staff (e.g. Community Nurses) have direct access to the GP practice system (EMIS) and use this as their main system
	Adastra End of Life	• Sirona – have access although not widely used • Dorothy House have access to this system
	ACG risk stratification tool 8	• This is shared with GP practices and Sirona via a web tool
B&NES Council	Care First – Case Management System	• Some AWP staff have read only access • Sirona social care teams (approx. 300) have direct access and use CareFirst as their main system. They also have access to Community SystmOne
	Documentum – Content Management System	• Some AWP staff have read only access • Sirona Social Care teams (approx. 300) have direct access

Organisation	Main IT care record system	Who else has access?
RUH	CERNER – Patient Administration System (PAS)	• Sirona – some Sirona staff have access to CERNER • Discharge summaries are sent to GP Practices through a 'direct interface' with EMIS and SystmOne
	Patient First – ED System separate system that interfaces with CERNER	• None
	Sunquest ICE – Pathology orders and results	• RNHRD, Dorothy House, Sirona • GP Practices – through direct interface with EMIS and SystmOne
	HSS CRIS – Radiology system	• RNHRD • GP Practices – through direct interface with EMIS and SystmOne
	Fuji PACS – Imaging system	• RNHRD
	Summary Care Record – Used to look at B&NES patients who are registered at an EMIS practice (or who are 'out of area' patients)	• None
BaNES Doctors Urgent Care Vocare	Adastra OOH	• Post message events (PEMs) are sent to GP systems daily
Dorothy House	SystmOne – Electronic patient record	• RUH, Sirona and SystmOne GP practices through SystmOne (provided the organisation data sharing has been opened)
RNHRD	InterSystems TrakCare T6.9 – Electronic patient record	• None
SWASFT	ECS – Ortivus Mobimed Smart Electronic Care Service - application to capture paramedic activity	• Not currently available to acute trusts as still in pilot
	A&E – Intergraph – Inbound incidents	• RUH via a web browser
Bath & North East Somerset Enhanced Medical Services	Microsoft Systems (Moving to EMIS Jan 2015)	• All transfer of DVT information (MS Word) is done via fax – moving to email • Once live with EMIS clinical notes for EMIS patients will be transferred through EMIS

Providers will need to manage the selection and deployment of IMT solutions for the Bath and North East Somerset Community Services. The Provider will ensure appropriate information systems are in place to meet all reasonable needs of the service and stakeholders. Providers will also be required to put appropriate information management and governance systems and processes in place to safeguard patient information. This will need to be supported by appropriate training of staff. Further details on IMT requirements for this procurement will be set out within the ITN documentation.

4.8 Payment Mechanisms

The following financial principles will underpin new contractual arrangements from April 2017 and these will be used to develop the financial framework for dialogue and assessment of options/proposals;

a) Aligning improved population outcomes with financial incentives;
b) Sharing financial gain and risk across the commissioner-Provider system;
c) Delivering recurrent financial balance in a sustainable way; and
d) Creating conditions for investment and delivering a return in investment.

The purpose of dialogue with Providers is to explore and develop options which could meet the financial principles set above, including how financial risk is shared and efficiencies are achieved in the context of improving quality.

The Commissioner's preferred approach for dialogue is Outcome-based Incentivised Contracts. The approach would link a proportion of payment to specified outcome or performance measures. The phasing and scope of outcome or performance measures will form part of dialogue at Outline Solution Stage.

The preferred approach still allows potential Providers to propose alternatives based on dialogue with the local clinical and management leads provided they are consistent with the CCG's four financial principles.

Proposals in relation to the payment mechanism for the Community Health Services for Bath and North East Somerset will be set out in the ITN.

Sub-contracting arrangements

It is expected that the Prime Provider will have the flexibility to negotiate financial arrangements with sub-contractors however, the Commissioner reserves the right to stipulate conditions for specific sub-contracts as part of its approach to managing transition risks and ensuring there is fair and open competition.

4.9 Financial Standing

Financial standing requirements for the procurement will be included, but not limited at the PQQ stage, to confirmation of identity, solvency and proposed business structure. At the ITN stage, Bidders will be required to put forward detailed proposals as to how the Service will be charged.

4.10 Performance Security

It is expected that no performance security will be required from Providers for this scheme. However, the commissioners will reserve the absolute right to require Bidders to obtain securities including, but not limited to:

- Parent Company Guarantee
- Performance Bond
- Additional contractual warranties
- Step-in rights

4.11 Insurance

A comprehensive schedule of insurances that the Provider will be required to obtain for this procurement will be set out in the ITN1.

This will typically include public liability and corporate medical malpractice etc. The insurance requirements will also require Providers to ensure that:

- The Participating Organisations' interests are fully protected;
- The Provider maintains insurance which meets at least the minimum statutory requirements.

Providers will be required to indemnify the Participating Organisations against any claims that may be made against them arising from the provision of the services by the Provider. The Commissioners will expect the Provider to offer evidence that they have sourced appropriate (and sufficient) insurance or other arrangements. For the avoidance of doubt, this will include provisions for clinical negligence insurance covering all staff.

5. Governance and Administration

5.1 Procurement Costs

Bidders will be responsible for their own costs incurred throughout each stage of the procurement process. The Commissioner will not be responsible for any costs incurred by any Bidder or other connected organisation or other person as a result of this process. This includes if the Commissioner chooses to cease or amend the process at any stage.

5.2 Engagement and consultation

The Commissioner consulted on aspects of the procurement, and engaged with local stakeholders. Service user views will form a key aspect of selecting Bidders. Providers of the new services will be required to undertake regular and effective patient and public involvement work to ensure high service quality.

5.3 The Public Contract Regulations

This MOI and the associated procurement relates to the provision of a health and social service as detailed within Part B of Schedule 3 to the Public Contracts Regulations 2006 ("the Regulations"). Neither the inclusion of a Bidder selection stage, nor the use of any defined terms from the Regulations, nor any other indication, shall be taken to mean that the Commissioner intends to hold itself bound by any of the Regulations, save those applicable to Part B services.

The Commissioner recognises that the associate commissioner (the Local Authority) is subject to the Public Contract Regulations 2015, and that this procurement also falls within the remit of 'social and other specific services' as listed in Schedule 3 to the PCR2015.

5.4 Conflict of Interest

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

Bidders will be required to confirm that a bidder does not have any interest in any other bidder or in the Commissioner at PQQ stage. If the bidder becomes aware of an actual or potential conflict of interest following submission of the PQQ it should immediately notify the Commissioner via the e-procurement portal messaging system. Such notifications should provide details of the actual or potential conflict of interest. The Commissioner will consult with the bidder to understand the conflict and where possible manage it appropriately.

Where the Commissioner otherwise becomes aware of a conflict of interest between the bidder and the Commissioner or between a bidder and any third party relevant to this procurement process, it will consult with the bidder to understand the conflict and where possible manage it appropriately.

If, following consultation with the bidder, such actual or potential conflict(s) are not resolved to the satisfaction of the Commissioner, the Commissioner reserves the right to disqualify

that bidder at any time from the procurement process. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified.

5.5 Non-canvassing

Each organisation forming part of a bid submission must not canvass, solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer (or their partner) or employee (or their partner) of the NHS (including the Commissioner) or NHS England or to a person (or their partner) acting as an adviser to in connection with the selection of Bidders in relation to this procurement. The Commissioner will require organisations to confirm non-canvassing at PQQ stage.

Without limitation to the generality of the above obligation, any organisation that directly or indirectly attempts to obtain information from, or directly or indirectly attempts to contact, or directly or indirectly attempts to influence, or directly or indirectly canvasses, any member, employee, agent or contractor of the NHS (including the Commissioner) or NHS England concerning the process leading to the award of the contract (save as expressly provided for in the PQQ or ITT) may be disqualified from the procurement process by the Commissioner in its absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified."

5.6 Non-collusion

Other than to the extent that such disclosure or discussion is required to effectively participate in a consortium, any organisation forming part of a bid submission must neither disclose to, nor discuss with any other potential bidder or bidding consortium, or bidder or bidding consortium (whether directly or indirectly), any aspect of any response to any procurement documents (including the PQQ, ITN1, ITN2 or others).

Without limitation to the generality of the above obligation, any organisation that:

- fixes or adjusts the price included in its response to the ITT by or in accordance with any agreement or arrangement with any other bidder other than a consortium member in relation to a joint bid; or
- communicates to any person other than the Commissioner or its consortium members the price or approximate price to be included in its response to the ITN1 or 2 or information that would enable the price or approximate price to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the response to the ITN1 or 2 or for the purposes of obtaining insurance or for the purposes of obtaining any necessary security); or
- enters into any agreement or arrangement with any other potential bidder that has the effect of prohibiting or excluding that potential bidder from submitting a response to the PQQ or ITN 1or 2 or as to the price to be included in any response to be submitted; or
- offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to

any other response to the PQQ or ITT or proposed response to the PQQ or ITN 1or 2; or

- where it is a member of a consortium, enters into any agreement or arrangement with other members of that consortium which has the effect of prohibiting or excluding any consortium member from participating in any other consortium (or potential consortium), or submitting (or potentially submitting) an individual bid, in this process; that organisation may be disqualified from the procurement process by the Commissioner in its absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified. The Commissioner will require organisations to confirm non-collusion at PQQ stage.

Bidding partnerships will not be required to have any formal legal character at the tender stage; however it must be made clear at that stage how the Bidders intend to formalise their relationship to become party to the contract. The Commissioner would expect to see a Heads of Terms or letter of intent between the bidding parties at Preferred Bidder Stage.

5.7 Freedom of information

The Commissioner is committed to open governance and to meeting its legal responsibilities under the Freedom of Information Act (FOIA). Accordingly, any information created by or submitted to the Commissioner (including, but not limited to, the information contained in the MOI, PQQ, ITN 1or 2 and their respective submissions, bids and clarification answers received from Bidders) may need to be disclosed by the Commissioner in response to a request for information.

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

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

Bidders must clearly identify any information supplied in response to the procurement 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 bidder, the Commissioner may withhold such information under the relevant FOIA exemption.

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

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

5.8 Disclaimer

The information contained in this MOI is presented in good faith and does not purport to be comprehensive or to have been independently verified.

Neither the Commissioner nor any of their advisers 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 bidder or any of their advisers, orally or in writing or in whatever media.

Bidders and their advisers must 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 the Commissioner or any of their advisers.

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

The Commissioner reserves the right to change the basis of, or the procedures (including the timetable) relating to, this procurement process, to reject any, or all, submissions, not to invite a bidder to proceed further, not to furnish a bidder with additional information nor otherwise to negotiate with a bidder in respect of this procurement.

The Commissioner shall not be obliged to appoint any of the Bidders and reserves the right not to proceed with this 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 the Commissioner in relation to this procurement. No person has been authorised by the Commissioner 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 this 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.

6. Glossary of Terms

Term	Description
Bidder	A single operating organisation/person, or defined combination of organisations/persons that has expressed interest in the procurement.
Bidder Member	A shareholder or member or proposed shareholder or member in, or controlling entity of, the Bidder and / or that shareholder's or member's or proposed shareholder's or member's ultimate holding company or controlling entity
Commissioner	NHS Bath and North East Somerset Clinical Commissioning Group and Bath & North East Somerset Council
Contract	The agreement to be entered into between the Commissioner and the successful Bidder(s) for the provision of services.
FOIA/ Freedom of Information Act	The Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner, the Department of Constitutional Affairs, the Office of Government Commerce and the NHS in relation to such legislation or relevant codes of practice to which the NHS is subject.
Guarantor	An organisation providing a guarantee, indemnity or other undertaking in respect of a Bidder's or a Bidder Member's obligations
IMT	Information Management and Technology.
ITN	Invitation to Negotiate
In-Tend	Electronic procurement system that ensures equitable and transparent process management
MOI	Memorandum of Information
NHS	National Health Service
Organisation	An organisation(s) or person connected with a response to a PQQ and / or connected with a bid submission including (without limitation): (i) the potential Bidder; (ii) the Bidder; (iii) the Provider; (iv) each Bidder Member; (v) each Bidder Guarantor; and (vi) Services Supplier
PQQ	Pre-Qualification Questionnaire.
Provider	The successful bidder who has entered into a Contract with the Commissioner to provide one or more of the Services.
The Services	Collectively and individually the services being commissioned through this procurement

Term	Description
Stand-still	A voluntary period of ten calendar days following the notification of an award decision before the contract is signed with the successful supplier.
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI/2006/246).
VfM	Value for Money, which is the optimum combination of whole-life cost and quality to meet the overall service requirement.

Appendix A: Current Community Service Contracts

Appendix B: Outline Specification Framework

Appendix C: Provider Event Registration Form