University Hospitals of Leicester NHS
NHS Trust

UHL - COMMISSIONING INDEPENDENT SECTOR CLINICAL PROVIDERS POLICY

Trust Reference	**B41/2009**
Approved By	**Policy & Guideline Committee**
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Supersedes	**2 – November 2017** (review date then extended in May 2021)
Author/Originator(s)	**David Streets, Head of Procurement & Supplies**
Name of Responsible Committee / Individual	**Chief Financial Officer**
Latest Review	**3 September 2021 – Policy and Guideline Committee**
Review Date	**November 2024**

Contents

REVIEW DATES AND DETAILS OF CHANGES MADE DURING THE REVIEW

Change Appendix D – NHS Sub-Contract Template from 16/17 to 2021/22
Change reference to OJEU to the Public Contract Regulations 2015
Paragraph 4 Definitions, Insert FIC, FRB and PCC and change EPB to EFPB and NHS Sub-Contract to mean the Template Sub-Contract for the Provision of Clinical Services (for use with NHS Standard Contract (shorter-form) which is published on NHS England website.
Paragraph 5 Roles and Responsibilities from Director of Performance and Information to Head of Performance and Improvement.
Insert the role of the Procurement Team. Changed Director of Clinical Quality to Director of Quality Governance. Changed the Director of Workforce and OD to Chief People Officer.
Section 6.5 changed the value from £589,000 to £633,500 and January 2018 to January 2022
Inserted section 9 Related Policies and Guidance

KEY WORDS

Independent sector, commissioning, procurement, PCR 2015, contract award, Public Contract Regulations 2015, Light-touch regime

1. INTRODUCTION

1.1. This policy has been rewritten in light of changes to procurement law. The key changes relating to the content of the policy are:

1.1.1. Updating to include relevant revised procurement law
1.1.2. Updating to accommodate changes to UHL practices.

1.2. This policy outlines the principles and guidelines that should be followed by University Hospitals of Leicester NHS Trust (UHL) when engaging with the Independent Sector (IS) for the provision of NHS Clinical Services.

1.3. The policy is designed to allow UHL Clinical Management Groups to have a clear and consistent process to follow when engaging with the IS and to demonstrate such contracts have been subjected to due diligence and where applicable alignment to the NHS Standard Acute Contract Conditions and robust monitoring.

2. POLICY AIMS

2.1. This policy adheres to national best practice and provides a framework to ensure that due diligence is applied to the selection of providers, the contracts and the monitoring of all agreements with the IS for NHS Clinical Services. The overall aims of this policy are:

2.1.1. To support UHL in securing its strategic objectives to ensure that all Clinical Services provided under the banner of UHL are robust clinically, legally and represent best value for money.

2.1.2. To support UHL in delivering demand placed upon it by commissioners and the desire of our population to choose UHL as the preferred provider of care.

2.1.3. To provide clear guidance on UHLs interpretation and implementation of current national competition and cooperation policy/guidance.

2.1.4. To ensure all those who commission or have a requirement for IS NHS Clinical Services are aware of and implement the agreed approach.

2.1.5. To set out the characteristics of those clinical services that will be sub-contracted to the IS that will be assessed for market testing or competitive tendering and those which will not.

3. POLICY SCOPE

3.1. This policy is aimed at those managers and clinicians within the organisation that are involved insourcing additional capacity and or NHS Clinical Services from the IS. This will also include those managing the operational application of the process

3.2. This policy applies to clinical and non-clinical staff employed by UHL, who are seeking to set up a sub-contract arrangement with the IS for NHS Clinical Services, provided by UHL. It sets out the framework to be utilised when UHL has entered into a contract with its commissioners for the provision of NHS Clinical Services but now wishes to sub- contract provision of some or part of these clinical services to the IS where the IS provider is CQC registered. This may include, but is not limited to:

3.2.1. Outpatients

3.2.2. Day cases

3.2.3. Inpatients

3.3. This policy excludes;

3.3.1. Referrals onto another organisation for the provision of NHS Clinical Services or NHS Clinical Support Services

3.3.2. Inter-Provider Transfers of a patient or patient group

3.3.3. Patients treated under the banner of research

3.3.4. Private patients

3.3.5. The Sub-Contracting of Services to other NHS bodies, such as another NHS Hospital or an NHS Foundation Trust (unless as a result of a successful bid through a Public Contracts Regulations procurement process).

3.4. The policy would include for example the sub-contracting of outpatient activity to the Independent Sector; this could include activity that continues to be provided on one of the UHL sites or at another off-site facility. This policy only covers NHS Clinical Services and excludes the provision of staffing (clinical, nursing or administrative) alone or the procurement/provision of goods that are not part of a service. For example the sub-contracting of Outpatient Ophthalmology services to another Independent Sector provider organisation would be covered within this policy but the provision of medical consultant staffing only from an Independent Sector organisation on a UHL site would be excluded from this policy.

4. DEFINITIONS

"Contractor"	means a person or firm that undertakes a contract to provide materials or labour to perform a service or do a job. In the context of this policy UHL is a Contractor of NHS Clinical Services.
"Clinical Services"	means the observation and treatment of actual patients rather than theoretical or laboratory studies, this could include the provision of non-face to face observation or treatment or face to face. For the purpose of this policy, the provision of staffing alone i.e. medical, nursing or non- clinical/administrative does not constitute a clinical service. Should there be any doubt between the definitions of a Clinical Service versus the provision of purely staffing arrangements

	the final review/decision will be taken by the Director of Workforce and OD.
"Clinical Support Services"	means any department that largely functions behind the scenes in patient management, providing diagnostic services (e.g., histopathology), imaging and therapeutic support (e.g., pharmacy)
"EFPB"	means the Executive Finance and Performance Board
"FIC"	Means the Finance Investment Committee
"FRB"	means the Financial Recovery Board
"Independent Sector"	means an NHS term for a healthcare services provider (a term which, refers to an organisation, not an individual healthcare professional) that operates independently of the NHS. Such organisations may provide health services purchased by private individuals, by health insurers, by local authorities and by the NHS itself.
"Inter-Provider Transfer"	means the transfer of a patient or group of patients to another provider organisation. Importantly when a patient is transferred, the responsibility for their care and associated clinical targets move to the receiving organisation.
"LTR"	means the Light Touch Regime as per Public Contract Regulations 2015 (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/560272/Guidance_on_Light_Touch_Regime_-_Oct_16.pdf)
"NHS Clinical Services"	means a Clinical Service that has been commissioned directly by an NHS body this could include NHS England, or local Clinical Commissioning Groups
"NHS Sub-Contract"	means the Template Sub-Contract for the Provision of Clinical Services (for use with NHS Standard Contract (shorter-form) which is published on NHS England website.
"Sub-Contract"	means within the context of this policy, the sub-contracted service remains the responsibility of the Contractor i.e. UHL. Here the Sub-Contractor will be operating under the banner of UHL and UHL will be responsible for the performance monitoring of NHS standards, patient safety, quality and experience
"PCC"	Means the Procurement Contracts Committee

5. Roles and Responsibilities

5.1. Chief Financial Officer

5.1.1. The Chief Financial Officer is the Executive Director Lead for this policy. The Chief Financial Officer has responsibility for the implementation of this policy and board level accountability for the standards within it.

5.1.2. The CFO, in line with the Trusts SFI's will be the gatekeeper of this policy and ensure that decisions to utilise the IS constitutes value for money.

5.2. Head of Performance and Improvement

5.2.1. Responsibility to maintain compliance with the principles within this policy when seeking to sub-contract activity to the IS to create capacity within the organisation.

5.2.2. They will have responsibility to ensure that any agreement with the IS has robust information flows and monitoring to enable capture of personal confidential information onto UHL systems for the purpose of billing and performance monitoring of that patient through their pathway.

5.2.3. They will be responsible for ensuring that all agreements put in place meet national definitions with respect to monitoring of national performance targets.

5.3. **Head of Procurement & Supplies**

5.3.1. The Head of Procurement & Supplies will be responsible for ensuring that procurement principles set out within this policy are followed.

5.4. **Procurement Team**

5.4.1. The Procurement team will provide advice and support to both managers and clinical leads of services through the decision processes detailed within this policy and the use of the NHS Standard Sub- Contract. Once the contract is in place, they will ensure that formal contract monitoring processes are in place to monitor the contract.

5.4.2. The Procurement team will manage any tendering or National Framework further competition or direct award process required as a result of the Public Contracts Regulations

5.4.3. The Procurement team will ensure that throughout the development of the contract, agreement of the contract and monitoring process, all key individuals within the Trust input, seeking advice from those with relevant knowledge and experience as appropriate, such as the Quality Governance Team, the Clinical Lead, Managerial Lead, the Head of Privacy and Contract and Commissioning Team

5.4.4. The Procurement team will be involved in contract review meetings as required to ensure performance of the contract

5.5. Clinical Management Groups - Heads of Operations, General Managers and Service Managers and Clinical Managers

5.5.1. Responsibility to maintain compliance with the processes detailed within this policy when seeking to sub-contract activity to the IS.

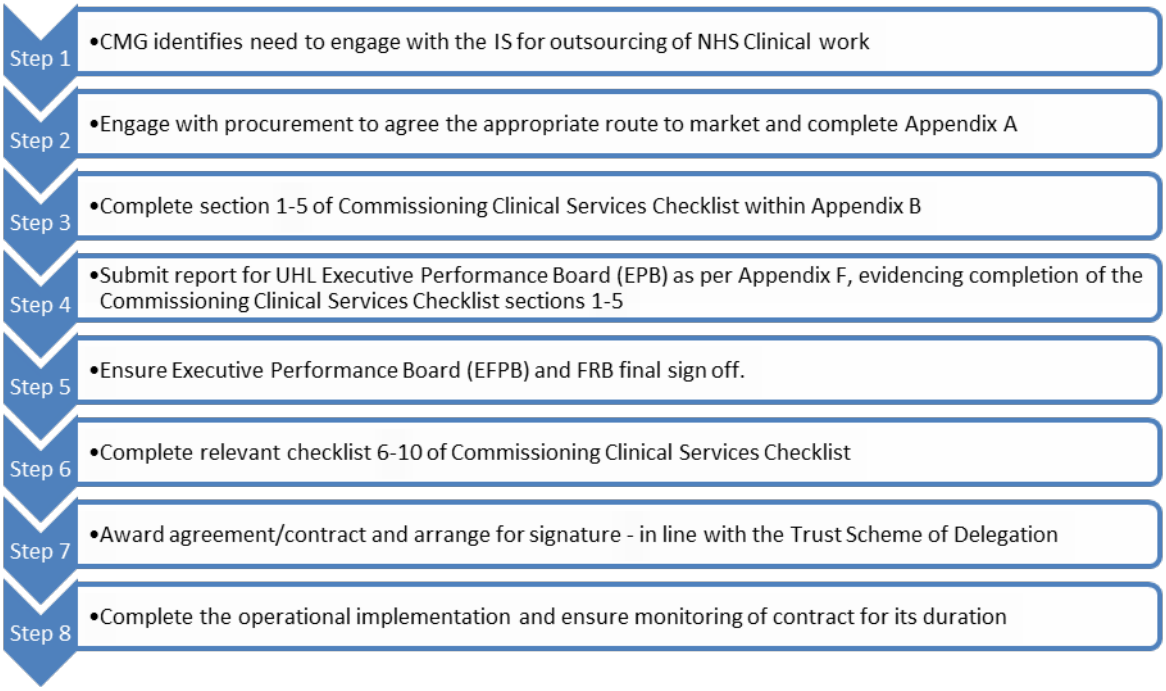
5.5.2. They will engage with the Procurement Team, Quality Governance Team and Commissioning and Contracting Team to ensure that the sub-contracting of any clinical services, meets the minimum standards required of the Trust required by its commissioners both when seeking approval to use the IS but also when developing contract documentation and monitoring the contract.

5.5.3. They will be responsible for monitoring the total pathway of patients that have been sub-contracted to the IS and that the information with respect to these patients are recorded and coded appropriately on UHL systems for the purposes of payment and performance management.

5.5.4. As a CMG they will be the individuals that will be responsible for monitoring the agreed outcomes and quality standards with the provider and setting up the monitoring meetings to ensure this robustly occurs

5.5.5. It is the responsibility of the relevant Clinical Management Group (CMG) seeking to outsource to the IS to ensure that all services provided by IS Providers comply with the requirements of this policy.

5.5.6. Responsibility to follow the process below:



5.6. The CMG Finance Lead

5.6.1. Will have responsibility for completing the financial billing aspect of the contract, ensuring that the IS provider is paid within the commercial schedule agreed. Ensuring that it is clear about the pricing methodology and that this has been reviewed and discussed with the UHL Clinical Income Team and Contracting and Commissioning Team.

5.6.2. Where non NHS tariff prices or pricing mechanisms are to be used, there should be a clear rationale as to how this offers value for money to UHL and where payment of any non-standard pricing agreements is expected from commissioners, they will be responsible for ensuring that agreement with the commissioners has been made. This discussion should take place via the UHL Contract and Commissioning Team and the Clinical Income Team.

5.7. Director of Quality Governance

5.7.1. Upon engagement from the Clinical Management Group, the quality governance team will ensure that Clinical Standards and quality are not compromised as a result of the sub-contracting of services.

5.7.2. They will act as the expert on relevant standards to be included and monitored within the contract with respect to patient safety, quality and experience and specifically on the creation and monitoring of the Quality Schedule within the contract

5.8. Chief People Officer.

5.8.1. Where there is any doubt over the definition of a clinical service versus the provision of staffing alone, the Chief People Officer will be the ultimate decision maker.

5.9. Commissioning and Contracting Team

5.9.1. Responsibility to maintain compliance with the principles within this policy.

5.9.2. Where operational teams seek to contract with the IS the commissioning and contracting team will advise them to seek advice from the procurement team and refer them to this policy.

5.93. Provide to procurement and CMG advice on the terms from the main contract that flow into the NHS Standard Sub-Contract, including Key Performance Indicators.

5.9.4. The Commissioning and Contracting Team will support the CMG to ensure that the commissioning of the IS, as a minimum meets the contractual requirements placed on the Trust by its Commissioners.

5.9.5. They will have responsibility for ensuring that commissioners are aware of and are in agreement with any sub-contract to the IS for NHS Clinical Services and that a contract variation has taken place between the Trust and the relevant commissioner on the appointment of the provider.

5.9.6. The contracting team will ensure that the Clinical Income Team are made aware of any agreements and that the information requirements in the contract will enable sufficient billing to the commissioners of the activity.

5.9.7. The Commissioning and Contracting team will be involved in contract review meetings as required to ensure performance is as expected in the main contract

5.10. Clinical Income Team

5.10.1. The Clinical Income Team will ensure that income is billed to commissioners for the activity through the IS.

5.11. Head of Privacy

5.11.1. The Head of Privacy will ensure that any procurement and contract put in place is compliant with the Trusts obligations with respect to information sharing and the Privacy of the receivers of the care provided by the IS.

5.11.2. They will act as the expert with respect to the information sharing agreement that forms part of the contract

5.12. Infection Prevention Team

5.12.1. To provide advice on IP requirements within the agreed specification and contract

5.12.2. To provide assistance in the evaluation of tenders to ensure IS providers meet the required IP standards for the Trust.

6 Policy Statements, Standards, Procedures, Processes and Associated Documents

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6.1. The Trust may only enter into contracts within its' statutory powers and shall comply with the following:

6.1.1. The Trust Standing Orders,

6.1.2. The Trust's Standing Financial Instructions (SFI's),

6.1.3. The Trust Scheme of Delegation and approved budget authority levels

6.1.4. All statutory provisions such as the Public Contracts Regulations 2015 or relevant legislation that may be introduced from time to time. Relevant legislation includes the Bribery Act 2010 and Fraud Act 2006.

6.2. Public Procurement Regulations and UK regulations including health services, which are not subject to the full procurement rules regime, but which nevertheless may require some form of competitive tender to be undertaken. Therefore, where services have a total contract value of less than £25,000 UHL will judge that they do not need to be competitively tendered unless the award of contract is for a service which could be considered:

6.2.1. Novel – for example an innovative new service using new technology, for which further awards may follow in the future.

6.2.2. Contentious – for example results in significant loss of revenue from a provider who could seek the opportunity to contest the decision.

6.2.3. Repercussive – for example has implications on the broader health economy by setting a precedent for future awards.

6.2.4. Underperforming – the quality of the service is poor as assessed by patient feedback and performance against Care Quality Commission (CQC) standards.

6.2.5. One for which UHL judges there is a strategic benefit in so doing

6.3. Triggers for considering whether a competitive process is desirable include but are not limited to:

6.3.1. A previously awarded contract term is due to end

6.3.2. There are concerns about the quality, effectiveness, appropriateness or value for money of an existing service. This could be evident or be predicted as a result of a required significant change in service specification.

6.3.3. There is an identified gap in the Trust's capacity or capability to deliver the service and it is therefore deemed appropriate to bridge the demand through the use of the IS.

6.4. The Trust Standing Orders paragraph "9. BUYING GOODS AND SERVICES" provides further information as to when a tender is required. Section 9.5.3 recognises that there are on occasion times when a tender is not possible and advice should be sought from procurement on whether this applies.

6.5. Healthcare services are subject to the Light Touch Regime (LTR) under the Public Procurement Regulations 2015 which requires any contract of a value of £663,540 ex VAT and over (subject to change January 2022 and every two years thereafter) to be advertised on the UK e-notification service and support from Procurement should be sought through completion of the Project Engagement Template Appendix B (available upon request from procurement@uhl-tr.nhs.uk)

6.6. Contracting authorities have to follow a light-touch set of procurement rules for LTR contracts above the relevant threshold.

6.7. The Trust has the flexibility to use any process or procedure they choose to run the procurement, as long as it respects the other obligations above. There is no requirement to use the standard Public Contracts procurement procedures (open, restricted and so on) that are available for other (non-LTR) contracts. The Trust can use those procedures if helpful, or tailor those procedures according to their own needs, or design their own procedures altogether.

6.8. The LTR rules are flexible on the types of award criteria that may be used, but make clear that certain considerations can be taken into account, including (this is not an exhaustive list):

6.8.1. the need to ensure quality, continuity, accessibility, affordability availability and comprehensiveness of the services;

6.8.2. the specific needs of different categories of users, including disadvantaged and vulnerable groups;

6.8.3. the involvement and empowerment of users; and innovation.

7. PROCESS FOR MONITORING COMPLIANCE WITH THE DOCUMENT

7.1. Evidence of compliance with this policy will consist of a documented record of the case of need submitted to and agreed by the Executive Performance Board, as detailed in Appendix A and C. This evidence should be kept by the CMG as a clear record of the agreement.

7.2. Contract information will be recorded on procurements electronic contract management tool and will be used to monitor that contracts are in place with providers and keep a record of relevant contract documentation.

8. EQUALITY IMPACT ASSESSMENT

8.1. The Trust recognises the diversity of the local community it serves. Our aim therefore is to provide a safe environment free from discrimination and treat all individuals fairly with dignity and appropriately according to their needs.

8.2 As part of its development, this policy and its impact on equality have been reviewed and no detriment was identified.

9. RELATED POLICIES & GUIDANCE

9.1 The following related policies and guidance for this policy:

Policy	Link
Scheme of Delegation	http://insitetogether.xuhl-tr.nhs.uk/corp/migrated/Documents/Procurement/Procurement%20Web%20Pages/Scheme%20of%20Delegation.pdf
Standing Orders	http://insitetogether.xuhl-tr.nhs.uk/corp/migrated/Documents/Procurement/Procurement%20Web%20Pages/Standing%20Orders.pdf
Standing Financial Instructions	http://insitetogether.xuhl-tr.nhs.uk/corp/migrated/Documents/Procurement/Procurement%20Web%20Pages/Standing%20Financial%20Instructions.pdf
Public Contracts Regulations 2015	https://www.legislation.gov.uk/uksi/2015/102/contents/made
The Light Touch Regime Guidance	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/560272/Guidance_on_Light_Touch_Regime_-_Oct_16.pdf#:~:text=The%20new%20light-touch%20regime%20%28LTR%29%20is%20a%20specific,services%2C%20defined%20by%20Common%20Procurement%20Vocabulary%20%28CPV%29%20codes.

Procurement Engagement Template

To be completed by requesting Service Area

CMG/ Directorate	Requesting CMG / Directorate
Service Area :	Requesting Department / Service
Title of contract / tender:	Defined by value and market
Project Description	Brief description of work / supplies / services:
Suppliers	Details of current incumbent provider and other suppliers with the potential capability that are in the market
Desired Project Outputs	What are the key deliverables of the project, e.g. improved quality, greater efficiencies, budgetary savings / CIPS
Service Area Lead:	Main point of customer contact and ownership for the project
Sourcing and Evaluation Team:	List of the main people and their associated roles who will be involved in the evaluation, scoring and moderating of the responses. List should include key representatives from other Divisions who are required for the proposed award to be agreed / signed off e.g. Finance
Project Coordinator / Administrator	Person responsible for ensuring availability of sourcing and evaluation team, coordinating diaries, booking meeting rooms etc.
Contract Manager:	Service Area lead who will be responsible for the ongoing performance management of the contract once awarded
Procurement start date:	Requested date that the procurement activity starts
Procurement completion date:	Requested date that the procurement activity ends
Contract start date:	Date current contract ends / new requirement needs to start
Initial contract duration (months/years)	Contract term dependent on requirement e.g. 3 years

Contract extension options (if applicable)	Optional extension period, must be less than initial contract duration
Contract Value per Annum	Total current cost / forecast future cost of requirement
Total Contract Value	Annual Contract value x Initial contract term
Is this a recurring contract?	Yes/No
Finance Approval	Name of Finance Approver who has authorised the project
Finance Budget Details	To include details of relevant cost centre(s) / Revenue or capital / whether existing /or new funding / recurring etc.
Is TUPE Applicable	Yes / No (If yes provide details)
Other internal stakeholder involvement	Estates, IT, Infection Prevention, HR etc
Additional comments	As applicable

To be completed by Procurement

Tender Process	Public Contracts Regulations / Framework/ Below Public Contracts Regulations / Direct award etc.
Agreed Contract Award Date	
Agreed Procurement Start Date	
Procurement Lead	
Procurement Deputy / Support	
Finance Lead	
Is this a collaborative exercise?	If Yes state other Trusts, Orgs involved
Financial Envelope	Agreed tender value to be advertised
Weighting	Agreed Quality, Price split
Terms and Conditions of Contract	NHS Standard Terms or others
External Support Required	Any external technical support required and by whom e.g. legal.
Social Value Act	How can the aims of the Social Value Act be incorporated into the proposed tendering activity, to benefit the local economy?
Environmental & Sustainability Considerations	What Environmental & Sustainability Considerations have we factored into the tender / how have we aligned this tender with the SDMP?
Exposure to Foreign Currency Variations	What is the product / service exposure to foreign currencies? If susceptible ensure quarterly exchange rate mechanism is embedded into the contract.

This template is available by emailing procurement@uhl-tr.nhs.uk

APPENDIX B - COMMISSIONING CLINICAL SERVICES CHECKLIST

This checklist outlines the minimum criteria to ensure that all aspects of engagement with the IS have been considered and is designed as a minimum criteria for guidance only. The document should also be attached to the case of need seeking sign off of the process from the Executive Performance Board and there is a requirement to achieve sign off of this process from the Chief Operating Officer. Therefore it is imperative that evidence is available to support each element of this check list.

Section 1-5 to be completed prior to submission to EFPB / section 6-10 to be completed once go ahead is agreed.

1	**Procurement Approach**	**Date**	**By who**
	Engagement with procurement to confirm recommended approach in line with Trust SFI's: a) No procurement (i.e. less than £25,000) b) Mini procurement (i.e. £25,000-£663,540) c) Public Contracts Regulations procurement (i.e. £663,540 or above) d) No procurement Trust waiver completed (value irrelevant) *Note: consider the option to move to a framework approach with input from procurement*		
2	**Sponsorship**		
2.1	Clinical and Managerial Sponsorship identified		
3	**Service Specification**		
3.1	Service Specification completed (template in Appendix D1)		
4	**Contract**		
4.1	Completion of proposed contract documentation as far as practicability possible (either NHS Standard Sub-Contract or the Procurement Contract, see Appendix E) including: a) Quality Schedule (see Appendix D2) b) Reporting Requirements Schedule (see Appendix D3) c) Information Sharing Agreement (see Appendix D4) d) Financial Mechanism (see Appendix D5)		
5	**Business Case**		
5.1	Business Case as per Appendix F completed including: a) Business case for IS use b) Recommended procurement approach (Appendix B) c) Service specification d) Proposed contract and schedules		
6	**Approval**		
6.1	Submission of the business case to EFPB/PCC/FRB/FIC as required for approval		
6.2	Ensure commissioners are informed of the intention to outsource NHS Clinical work and are in agreement		
7A	**Process to be followed for contracts not formally procured**		
7.1	Identify potential providers		

	a)Already working with UHL b)Already identified as Sub-contractors within the Main Acute SLA c)Nationally recognised		
7.2	Draft a Vetting Questionnaire to demonstrate compliance with the contract and service specification (minimum requirements in Appendix G)		
7.3	Issue the Vetting Questionnaire, service specification and contract to potential provider/s with a deadline for responses.		
7.4	Review responses and supporting evidence with input from relevant specialist department at UHL		
7.5	Seek points of clarity from the provider/s as necessary		
7.6	Review and agree if the responses meet relevant minimum requirements, input to this process will be at a minimum as follows: a)Finance b)Information Governance and Quality c)Head of Privacy d)Procurement Team e)Contracts and Commissioning Team f)Clinical and Managerial Sponsor		
7.7	Complete Appendix H – Contract Award Recommendation (or Procurement Waiver) if over £25k		
7.8	Inform the provider/s of the outcome of the review via letter		
7.9	Finalise the contract to include the agreed providers and issue		
7.10	Arrange for contract signature (in line with Trust SFI's)		
7.11	Raise a formal Purchase Order for the service		
7B	**Process to be followed for contracts requiring a formal PCR process**		
7.1	Formal procurement process undertaken in line with Trust policy and PCR 2015 process		
7.2	Appendix H Contract Award Recommendation complete		
7.3	Appendix I -- Public Contracts Regulations 2015 – Regulation 84 Report completed		
8	**Implementation Plan**		
8.1	Collaboratively work with provider to establish implementation plan		
8.2	Finalise Set start date and termination date		
8.3	Establish monitoring arrangements		
8.4	Establish financial flows		
9	**Operational Implementation**		
9.1	Ensure on-going dialogue and monitoring of service		
9.2	Develop contract based on template contract		
9.3	Collaboratively work with provider to establish implementation		

	plan		
9.4	Set start date and termination date		
9.5	Establish monitoring arrangements		
9.6	Establish financial flows		
10	**Contract Monitoring**		
10.1	Ensure on-going dialogue and formal monitoring of service and contract is in place (minimum of quarterly review meetings)		

APPENDIX C - TEMPLATE DOCUMENTS

1. Template Service Specification

Service Specification No.	*Numbering the specification may be useful where you wish to identify which services particular quality requirements and/or payment regimes relate to.*
Service	*The level at which services are specified will depend on the particular service. For example, for acute hospital services, it is unlikely that you would wish to specify at HRG level. On the other hand, a specification which covers 'all elective services' is unlikely to be appropriate. It may also be appropriate to consider whether developing a specification on the basis of a care pathway would be appropriate.*
Commissioner Lead	*The name of the individual leading on the commissioning of the service should be inserted here.*
Provider Lead	*The name of the individual leading on the providing the service should be inserted here.*
Period	*The period covered by this specification should be inserted here. This may be the same as the duration of the contract but where there is a long contract duration, you may wish to review the specification at an earlier date (subject to any procurement and competition considerations).* *There may be circumstances where the overall duration of the contract may be longer than a particular service is being commissioned. Where this is the case, it is important that a duration is clearly specified for the service being commissioner .*
Date of Review	*If you wish to review the specification mid-contract, then a date by which the specification is to be reviewed should be inserted here.*

1. Population Needs

1.1 National/local context and evidence base

This section should set the context for the service being commissioned. For example, for a mental health service it may be relevant that one in six people at some stage will experience a mental health issue. Locally, prevalence may be higher or lower than national averages.

2. Outcomes

2.1 NHS Outcomes Framework Domains & Indicators

Domain 1	**Preventing people from dying prematurely**	
Domain 2	**Enhancing quality of life for people with long-term conditions**	
Domain 3	**Helping people to recover from episodes of ill-health or following injury**	

Domain 4	**Ensuring people have a positive experience of care**	
Domain 5	**Treating and caring for people in safe environment and protecting them from avoidable harm**	

Any relevant indicators from the NHS Outcomes Framework may be added here. If the provider is to be held accountable for them, they should be included in the locally agreed quality requirements.

2.2 Local defined outcomes

Any broad outcomes to which the service should be working should be inserted here.

3. Scope

3.1 Aims and objectives of service

Any broad outcomes to which the service should be working should be inserted here.

3.2 Service description/care pathway

Any broad outcomes to which the service should be working should be inserted here.

3.3 Population covered

Where the service is not subject to patient choice and where the service is limited to a defined population, the description of that population should be included in this section.

3.4 Any acceptance and exclusion criteria and thresholds

This section may be used to identify any clinical criteria used for the service.

3.5 Interdependence with other services/providers

The services commissioned under a contract may be part of a wider care pathway. If this is the case, how the service links into and works with other services or providers can be identified here.

4. Applicable Service Standards

4.1 Applicable national standards (eg NICE)

4.2 Applicable standards set out in Guidance and/or issued by a competent body (eg Royal Colleges)

4.3 Applicable local standards

This section may be used to identify NICE standards, other national standards and any locally agreed standards that are relevant to the service.

5. Applicable quality requirements and CQUIN goals

5.1 Applicable Quality Requirements (See separate schedule)

5.2 Applicable CQUIN goals (See separate schedule)

The reference numbers for quality requirements and CQUIN goals which apply to the service can be listed here. This allows clarity about the requirements relating to specific services.

6. Location of Provider Premises

The Provider's Premises are located at:

Where it is considered important to specify that a service is provided from a particular location, this may be specified here.

7. Individual Service User Placement

This section may be used to include details of any long-term individual service user placements. This is likely to be relevant where the service provides tailored specialist placements. It may also be used to record any specialist equipment that is provided as part of an individual care pathway.

2. Template Quality Schedule

Quality Requirement	Threshold	Method of Measurement	Consequence of breach	Timing of application of consequence	Applicable Service Specification
National Quality and Operational Standards	Inclusion of relevant National Quality and National Operational Standards from the main Acute Contract i.e. RTT, 52 weeks etc.				
Safety	There is a process for reporting Serious Untoward Incidents (SUIs) and / or Incidents relating to the service,. SUIs / Incidents are investigated and lessons learnt. SUIs / Incidents are analysed, lessons are learnt, and shared with UHL.				
	There is a process for complaints and concerns to be reported and managed, with themes analysed.				
	Patient safety notices, alerts and other communication concerning patient safety which relate to the service and require action are acted upon within required timescales				
	Clear procedures are in place for the (i) cleaning, disinfection, inspection, of reusable medical equipment and devices and (ii) the use of disposable equipment (iii) the maintenance of equipment				
	Waste management arrangements are in place.				
Clinical and cost effectivenes	The service is evidence based and takes account of relevant NSF / NICE guidance.				

s	Clinical supervision and appraisal arrangement in place for individual(s) providing the service.				
	Individuals providing the service continuously update their skills and techniques.				
	Clinical audit of a topic(s) relating to the specialty is undertaken at least annually.				
Governance	Individuals providing the service have the appropriate core competencies / qualifications / skills or are accredited to deliver the service, including mandatory/statutory training, CRB's, evidence of GMC/NMC validation and appraisal/re-validation processes. •				
	Records management and information sharing arrangements are in place i.e. sharing of information with the patient's GP.				
Risk Management	There will be a risk register maintained, along with proactive sharing and management of that risk register for the service.				
Patient focus	The service ensures that patients are not unfairly discriminated against on the grounds of age, gender, disability, ethnic group, racial group, religion or sexual orientation.				
Policies	Evidence of relevant local policies which include but are not limited to: • Safeguarding Adults and Paediatrics • Transfer of Care and Discharge Policy • Resuscitation policy • Infection and prevention Health and Safety including				

	risk assessments of the environment such as Violence, aggression and security risk assessment and ligature risk assessment.				
Medicines Management	Evidence of relevant local medicines management policies.				
CQC Registration	Evidence of CQC registration and outcomes of any visits/reports including monitoring process for action plans.				

3. Template Reporting Requirements

Report Required	Reporting Period	Format of Reporting	Timing and Method for delivery of Report	Application
As a minimum this will cover: ***1.*** *Activity/Billing*		**Template report available from Contract and Commissioning team**		
2. *Performance/key performance indicators* *As detailed in the service specification*				
3. *Quality* *As detailed in the service specification and Information/Quality schedule*				

4. Template Information Sharing Agreement

Information Sharing Agreement		
1. Parties to the agreement	**Purchaser: UHL**	DPA Registration Number: **Z7882087**
	Provider: ***XX***	DPA Registration Number: ***XXX***
2. Who is the data processor?		
3. Why is information being shared?	The Purchaser has a Contract with the Provider to provide a range of inpatient, day case and outpatient clinical services. The sharing of personal data is necessary to enable: • The Provider to supply safe and effective care to the Patients referred to it by the Purchaser • The Purchaser to audit the quality of care given by the Provider; • Invoice validation and payment for the Services.	
4. Responsibility for advising Patients	The Purchaser is responsible for ensuring that Patients are aware that their personal confidential information is being shared with the Provider.	
5. What information will be shared?	The minimum information necessary will be shared between the Parties i.e. only information that is relevant, necessary and proportionate. The following information will be shared: 1. The data set detailed in ***Schedule XXX***. 2. Invoice numbers. 3. Patient health records, including X-Rays and other medical documentation. 4. Discharge summary information.	
	Personal confidential information is not to be held or processed outside of the European Economic Area, for any reason, without the written permission of the Purchaser.	
	The Provider may not share personal confidential information with any third party without the written permission of the Purchaser.	
6. Methods used for Sharing Information	Personal confidential information may be transferred by mail (Special Delivery), secure courier, or by NHS Mail.	
	Data transferred on portable electronic media (e.g. USB flash drives, CDs) is to be encrypted.	
	In line with NHS Digital direction, data is not to be sent by facsimile unless in an emergency.	
7. Delivery points for both Parties via encrypted NHS.net	**Purchaser: UHL** **E-mail address:** ***XX***	

email	**Provider:** ***XX*** **E-mail address:** ***XX***
8. Subject Access Requests	The Purchaser has overall responsibility for ensuring that individuals can gain access to shared data easily.
	Where the Purchaser receives a Subject Access Request from a Patient for data that has been shared with the Provider, the Provider is to support the Purchaser in responding to the Requests within the timescales detailed within the Data Protection Act.
	Where a Patient submits a Subject Access Request directly to the Provider, the Provider is to respond directly to the Patient.
8. Confidentiality Breaches and Complaints	Breaches of confidentiality relating to information shared with the Provider under this Contract are to be reported immediately to the Purchaser.
	The Purchaser is responsible for responding to complaints relating to breaches of confidentiality that result from the sharing of information under this Contract.
9. Retention Periods	Any paper records relating to referrals from the Purchaser that are not accepted by the Provider are to be returned to the Purchaser immediately.
	Any records or data held by the Provider following the provision of any Service are to be held in accordance with the retention periods given in the NHS Records Management Code of Practice.
10. Destruction of Personal Confidential Information	Personal confidential information and records are to be destroyed under secure conditions once the retention period given in the NHS Records Management Code of Practice has passed.
	Contractors, if used, are to sign confidentiality undertakings and are to produce written certification as proof of destruction.
	The Provider is to maintain a record of the destruction of records, showing their reference, description and date of destruction.
	If a record due for destruction is known to be the subject of a request for information, or potential legal action, destruction should be delayed until disclosure has taken place or, if the Provider has decided not to disclose the information, until the complaint and appeal process have been exhausted or the legal process completed

5. Template Pricing Mechanism

Pricing Mechanism
• *If a national pricing mechanism is used or if any payments are to be made in advance of services delivered this must be set out in this Schedule (e.g. If there are any payments in advance of services delivered reconciliation wording will need to be added).* • *In agreeing Price take into account as appropriate the rules set out in the National Tariff or if the proposal is block, tariff plus, bundle of care tariff (if so including what aspects of care).Include excluded medicines, diagnostics arrangements and equipment funding.* • *Include details of the information that the Trust will require with each invoice to provide to its commissioners.* • *Think about provision of information and timeliness of information to enable billing and link this to the reporting requirements section.* • *Insert how price may vary from year to year. NB take into account any annual adjustments to reflect efficiency savings. You may want to link this to the pricing mechanism for adjustments under the Trusts main contract.*

APPENDIX D - NHS STANDARD SUB-CONTRACT TEMPLATE

1. The Trust contract approach to sub-contracting NHS Clinical Services with the IS will usually take the form of the NHS Standard Sub-contract. The contract is published annually on the NHS England website. Input from procurement and the contracts and commissioning team should be sought when completing the document available at https://www.england.nhs.uk/publication/template-sub-contract-for-the-provision-of-clinical-services-for-use-with-nhs-standard-contract-shorter-form

APPENDIX E - UHL BUSINESS DECISION MAKING TEMPLATE

1. Guidance and support with respect to the UHL Business Decision Making process and Template including the most recent version, is available on Insite, the template document should be utilised. As a minimum this paper should detail the case of need for subcontracting arrangements including but not limited to:

1.1. Background to issue under consideration i.e. nature of the service, current contract value, whether the service is to deliver a short term or a long term solution.

1.2. Why the IS is considered the preferred option

1.3. **Modality (ie day case / Inpatient / other)**

1.4. **Size of Contract** – Financial value, duration of the contract, indicative activity, how the service will be funded, impact on income and expenditure, are there other contracts in place with the provider, pricing methodology i.e. block or cost per case and basis of pricing and rationale for proposed methodology.

1.5. **Market structure** -Who are the potential providers, do we need to advertise?

1.6. **Exit strategy**

APPENDIX F - TEMPLATE VETTING QUESTIONNAIRE

A template is available from the Contracts and commission team UHLContractsTeam@uhl-tr.nhs.uk and is a guide and should be completed in conjunction with the Contracts and Commissioning Team and Procurement.

APPENDIX G – CONTRACT AWARD RECOMMENDATION

Contract Award Recommendation	
Provision of:	[insert good or service]
Tender Reference:	[Insert reference]
Contract Period:	[insert contract period including any extension options]
Commencement:	[insert date]
Pricing:	[Insert whether fixed price or if there is a price review date]
Contract Terms:	[NHS Terms and Conditions for the Supply of Goods (Contract Version) or other terms]
Introduction:	
[Provide background to the procurement]	
Sourcing Process:	
[Describe the process that was followed and who was involved]	
Evaluation:	
[Insert information as to who was involved in the evaluation and any criteria used]	
Savings:	
[Record both cash and non-cash benefits if applicable]	
Award Recommendation:	

[Insert recommendation based on outcome of the process including suppliers awarded and contract values ex VAT]

Recommendation Approved

	Job Title	Name	Date Approved
CMG/Directorate			
Finance:			
Procurement:			

Appendix 1	Evaluation Scores	Attach if applicable
Appendix 2	Regulation 84 Report	Attach if applicable

University Hospitals of Leicester NHS

Public Contracts Regulations 2015

Standard Form for Reporting & Documentation Requirements - Regulation 84

Completion of this form satisfies the requirements under Regulation 84(1) that for every contract or framework agreement covered by the PCR 2015 and every time a dynamic purchasing system (DPS) is established, contracting authorities shall draw up a written report which shall include at least the information in the table below.

NB. Completion of this report is not required in respect of call-off contracts made against framework agreements awarded to either single or multi suppliers in accordance with Reg. 33(7) and (8)(a).

NB. If the following information is already contained in the contract award notice (drawn up in accordance with Regulation 50 or 75(3)) contracting authorities may refer to that (Reg. 84(3)).

1) Details of contracting authority

Name : _____

Address: _____

_____

_____

Postcode: _____

Procurement contact: _____

Tel / E-mail address: _____

2) Details of contract, framework agreement or dynamic purchasing system (DPS)

Specify whether contract, framework agreement or DPS: _____

Subject: _____

Total Value: _____

Duration _____

Tender / Contract Ref Number: _____

3) Selected candidates / tenderers

Name	Reason for selection

4) Rejected candidates / tenderers

Name	Reason for rejection	The reasons for the rejection of tenders found to be abnormally low.

5) Successful tenderer(s)

Name	Reason for selection	The share of the contract or framework agreement which the successful tenderer intends to subcontract to third parties	Names of main contractors' subcontractors (if any)

6) Procedures

If competitive procedures with negotiation & competitive dialogues were used, state the circumstances which justify their use (as laid down in Reg. 26):

If negotiated procedures without prior publication were used, state the circumstances which justify their use (as laid down in Reg. 32):

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7) Non-Award

Where applicable, state the reasons why the contracting authority has decided not to award a contract or framework agreement or to establish a DPS:

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8) eProcurement

Where applicable, state the reasons why means of communication other than electronic means have been used for the submission of tenders:

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9) Conflicts of Interest

Where applicable, provide details of where conflicts of interests have been detected and subsequent measures taken:

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10) Light Touch Regime

In a Light Touch regime process, where the contracting authority has chosen to depart from the process as originally stated in the procurement documents (in accordance with the conditions permitting this at Regulation 76(4)), this decision and the reasons behind it must be documented in compliance with Regulations 84(7) and (8)

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11) Turnover

If not recorded elsewhere in the procurement documentation,an indication of the main reasons why the contracting authority considers there to be a justified case for requiring bidders to evidence turnover that is greater than the standard permitted maximum of twice the estimated contract value (for example,due to special risks attached to the nature of the works, services or supplies)

12) Division into Lots

If not recorded elsewhere in the procurement documentation, the main reasons for decision of the contracting authority not to subdivide the requirement into lots

Contracting authorities are advised to keep a copy of this report on file with the procurement documents.

Should the Crown Commercial Services (CCS) request it, a contracting authority shall send a copy of this report - or its main elements - to them or to other such body as CCS may direct in connection with any functions which that body exercises for the purposes of Article 83 of the Public Contracts Directive.