



# Procurement for the provision of Integrated Urgent Care Services

on behalf of

Bath and North East Somerset Clinical  
Commissioning Group, NHS Swindon Clinical  
Commissioning Group, NHS Wiltshire Clinical  
Commissioning Group and Wiltshire County Unitary  
Authority

## **Memorandum of Information (MOI)**

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**SECTION A:**

**THE SHARED VISION**

**Dr Richard Sandford-Hill, Wiltshire CCG and GP lead:**

*“Any patient trying to understand where to get healthcare advice and treatment faces a confusing choice. The current system is a nightmare to navigate; it’s not clear what’s on offer, what’s appropriate or when it’s available. We’re looking for a properly integrated system which provides people with convenient local access to care. Patients will have confidence in the triage advice they receive, meaning they don’t always need to see a doctor, and patient information will be shared between the people who are providing the care. Our clinical hub will offer advice to a wide range of clinicians, from experienced generalists to specialists to health professionals such as paramedics and emergency technicians working in the community. No decision will be taken in isolation; our patients will know what’s happening and why, and where they will receive the help and support they need. We look forward to receiving innovative, pragmatic proposals which will make our vision reality”.*

**Councillor Jerry Wickham (TBA), Wiltshire Council Cabinet Member for Adult Care, Public Health and Public Protection:**

*“Completely co-ordinated, seamless access to health and social care resources, Out of Hours support, community beds as well as palliative care and urgent emergency care is vital to Wiltshire and our neighbouring communities. At the moment it’s not always possible to deliver those services in a way which makes things easy for Wiltshire people, and as a result they seek care in the wrong places. We want people to receive support as conveniently as possible, without having to keep re-telling their story. Our vision is to achieve this through a single point of access into a fully co-ordinated system, which means including telecare equipment, monitoring and response services and some emergency out of hours care and support as key elements, so that the bridge between health and social care becomes invisible. This procurement is a chance to get things right for Wiltshire people and we’re excited by the possibilities the opportunity presents”.*

**SECTION B:**

**INFORMATION ON THE PROCUREMENT**

## 1 Purpose

### 1.1 Purpose of document

The purpose of this Memorandum of Information (**MOI**) is to provide potential bidders with sufficient information on the procurement for Integrated Urgent Care Services (**the Services**) to enable an informed decision about whether they wish to participate.

The Services will be commissioned by NHS Wiltshire Clinical Commissioning Group (who shall act as the “Co-ordinating Commissioner”) for the co-commissioners, Bath and North East Somerset Clinical Commissioning Group, NHS Swindon Clinical Commissioning Group and Wiltshire Council Unitary Authority (**The Commissioners**) with the support of the NHS South, Central and West Commissioning Support Unit Procurement team (“**SCWCSU**”).

This MOI provides information on:

- Next steps for potential bidders
- Procurement process
- Procurement commercial framework
- Finance and insurance
- Procurement governance and administration requirements
- Background to the Services
- Scope and objectives

### 1.2 Details of the Services

A high level description is provided within the table below, outlining what Commissioning Organisation wishes to procure as part of this procurement.

Service	BaNES CCG	Swindon CCG	Wiltshire CCG	Wiltshire Council UA
Access to Care Service			✓	
Acute Trust Liaison Service			✓	
Carers Emergency Card Response Service				✓
GP Out of Hours service	✓		✓	
Integrated Urgent Care Access, Treatment and Clinical Advice Service (clinical hub), including Health Care Professional Line	✓	✓	✓	
NHS 111 Service	✓	✓	✓	
Single point of access to intermediate care beds				✓
Telecare call monitoring				✓
Telecare equipment and installation *				✓
Telecare response service and urgent care domiciliary care service				✓
Emergency duty service for adults who may require social care				✓
Out of hours emergency call handling for Council services **				✓

\* To be included during the lifetime of the contract from January 2019

\*\* To be included during the lifetime of the contract from October 2018

### 1.3 Potential Bidders

The Commissioners wishes to receive responses from suitably qualified and experienced providers (including NHS Trusts, third sector organisations, private providers and others) with either the existing capacity and capability, or the ability to provide the necessary capacity and capability, to deliver the services through a suitable Prime Provider delivery vehicle.

Potential Bidders may bid in partnership with other organisations. The Commissioners wish to enable the formation of such partnerships where it brings different skill-sets together for the benefit of service users.

### 1.4 Draft Overview Timetable

Please note that this timetable is offered to potential bidders for information only, and all dates may be subject to change. Firm dates will be provided at each stage of the procurement process.

Procurement Action	Date
Advert & Memorandum of Information Release	1 November 2016
Expression of Interest Deadline	1 December 2016
Invitation to Negotiate 1 Release	2 December 2016
Invitation to Negotiate 1 Return	4 January 2017
Invitation to Negotiate 2 Release	21 February 2017
Invitation to Negotiate 2 Return	22 March 2017
Call for Final Tender Release	30 May 2017
Call for Final Tender Return	19 June 2017
Preferred Bidder Decision	July/August 2017
Award	September 2017

### 1.5 Information for bidders

All information for bidders will be published through The Commissioners' e-procurement portal.

All communication concerning the tender process should be made through the messaging system within The Commissioners' e-procurement portal. Where this is legitimately not possible, bidders should contact Katy Pritchard on [scwcsu.whprocurement@nhs.net](mailto:scwcsu.whprocurement@nhs.net)



## **2 Procurement Process**

The draft timeline for the procurement is set out in 1.4. It should be noted that the dates are the anticipated dates at the time of issuing this MOI, and may be subject to change.

### **2.1 Advert stage**

This stage offers the opportunity to the market by offering details of the services to be procured to interested bidders

#### **2.1.1 Advert**

The Services are being advertised Europe-wide, and any organisation or individual may express interest by completing and submitting an Expression of Interest.

This procurement has been advertised both in the Official Journal of the European Journal (OJEU) and Contracts Finder. The closing date for Expressions of Interest is **12 noon on 01/12/2016**.

#### **2.1.2 Memorandum of information (MOI)**

This MOI has been released alongside the advert, and provides potential bidders with information on the procurement process and the services that are being tendered. The objective of the MOI is to allow potential bidders to make an informed decision as to whether they should commit the time and resources to bid.

### **2.2 Tendering stage**

The tendering stage is highly resource intensive on bidders, and so you are advised to plan accordingly.

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

#### **2.2.1 Invitation to Negotiate Stages**

Bidders that submit an Expression of Interest will be invited to progress to the Invitation to Negotiate Stage 1 (ITN1). The Invitation to Negotiate procurement process will include at least three sequential tendering stages. This approach allows for some refinement to the bidders' solution or proposal during the tendering stages, and is a pragmatic way of bringing some flexibility into the process for complex requirements.

The three proposed stages are:

- i. Invitation to Negotiate Stage 1 (ITN1): this will be a two part process:

- a. Bidders will be expected to complete a Corporate Questionnaire. This is the first evaluated stage of ITN1, and its focus is on the organisation bidding, rather than the future services being bid for. The Corporate Questionnaire focuses on its financial standing, technical and professional ability and experience, and legal and regulatory adherence. Professional and financial references can also be sought if necessary. The Corporate Questionnaire will include a short-listing process, with shortlisting being made against openly available, pre-determined criteria. Only those Bidders that are successful in the Corporate Questionnaire pre-selection stage will progress to the full evaluation of ITN1 submissions.
- b. Bidders who successfully pass the Corporate Questionnaire will progress to the second part of the ITN1 evaluation stage. The part of the ITN1 element is where bidders' submissions in relation to this stage will be evaluated. Bidder responses are likely to be focused on how they intend to deliver the services outlined within the specification(s). The tender stage will test bidders' specific plans on areas such as clinical, staffing, IM&T, estates, integration, organisational development and service user issues, as applicable.
- ii. Invitation to Negotiate Stage 2 (ITN2) Stage: shortlisted bidders are invited to submit a further proposal on how they intend to deliver the service, developing and negotiating the proposals submitted at ITN1.
- iii. Call for Final Tenders: shortlisted bidders are invited to submit their final proposal for all services.

The ITN1 document will be released to bidders in **December 2016**, with a submission date in **January 2017**.

The ITN2 documentation will be released in **February 2017** and there will be a period of dialogue with bidders before the ITN2 document is returned during **March 2017**.

Final tenders will be received in **June 2017**. The evaluation process will take place during **July 2017**, in order to select the successful bidder.

The ITN stages will include a shortlisting process, so not all bidders will be invited to submit final proposals.

Please note that this timetable is offered to potential bidders for information only, and all dates are subject to change. Firm dates will be provided at each stage of the procurement.

## **2.3 Contract award**

Based on the outcome of the tender evaluations and presentations, a recommendation will be made to The Commissioners. Following approval, The Commissioners will enter a 10-day standstill period when unsuccessful bidders will receive information relating to their bid and the winning bid. At the end of the standstill period, a formal announcement will be made and The Commissioners will proceed with contract award.

## **3 Commercial Framework**

### **3.1 Contract**

The contract to be entered into by The Commissioners 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 Commissioners (unless otherwise agreed).

For Clarity the Commissioners intend to enter into a joint contract to procure the Services they each require (see further section 1.2 of this MOI). This will be facilitated by the Co-Ordinating Commissioner. The NHS Standard Contract will be adapted so that:

- The Services to be provided to each commissioning party will be separately specified.
- The costs to be invoiced direct to each commissioning party will be separately specified.
- Separate monitoring requirements will be specified for each commissioning party.
- Any differences in the TUPE/pension treatment relating to Services to be provided to the Council will be specified.

The NHS Standard Contract is re-drafted on an annual basis. The latest available contract (likely to be the 18/19 version), will be used as the basis of all contracts to be entered in to.

Bidders are not permitted to substantially vary the terms of the Contract but certain aspects determined by The Commissioners may be open to negotiations with remaining bidders during the dialogue phase of the Competitive procedure with Negotiation.

Any amendments required to the contract due to the use of the 17/18 version as opposed to the currently available 16/17 version will be discussed between the Commissioners and the selected bidder(s) as part of the contract drafting. No material changes will be accepted by the Commissioner.

### **3.2 Contract duration**

Contracts will be for a term of 5 years. At the end of the initial term the Commissioners will have an extension option for any number of periods up to a maximum of 5 further years available to them at their discretion.

### **3.3 Contractual relationships**

The successful provider(s) will have a direct contractual relationship with The Commissioners.

All bidders are advised to read the draft contracts that will be made available during the course of this procurement to ensure they understand the obligations on them should they be successful. Bidders should recognise that the NHS Standard Contract is a nationally mandated document, and that no discussions on the General and Service Conditions (GC & SC) will be entered in to of any sort. The Particulars are open for limited discussion, but only in line with NHS England Technical Guidance and within the confines of the principles of transparency and equal treatment.

## **4 Workforce**

### **4.1 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, and in addition comply with the provisions outlined in the Corporate Questionnaire and Tendering Stages.

As part of the Corporate Questionnaire, bidders will be required where appropriate to provide information on the following:

- Recruitment, Health & Safety and other relevant policies.
- Procedures for ensuring compliance that all clinical staff, including doctors, nurses and allied health professionals, 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 provide detailed service-specific workforce information such as:

- Operational workforce plans

- Planned staffing levels, skill-mix, risks and issues
- TUPE transfer (where applicable) transition plans
- Training plans
- Other such service-specific information that relates to how the workforce will perform within the service.

## 4.2 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 Commissioners 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 Commissioners is of the opinion that TUPE is likely to apply, however bidders are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary.

The Commissioners considers TUPE and workforce issues to be fundamental to the selection of bidders, and bidders’ intentions around TUPE will be carefully considered during tender evaluations.

## 4.3 Pensions

Potential (non NHS) Bidders should assume that their staff would not be able to participate in NHS pension and injury benefit arrangements. The only exception to this is if the Provider is an organisation that meets eligibility conditions for the NHS Pension Scheme as part of the ACCESS criteria (see below).

The wider ACCESS policy is NHS specific and took effect from 1 April 2014. It was developed in partnership with the Trade Unions, Independent Sector and NHS Employers and builds on the New Fair Deal. It covers the terms of access for non-NHS organisations providing NHS Clinical Services (IPs), where they are delivering services under an APMS contract or a NHS Standard Contract - including services procured under ‘Any Qualified Provider’ and covers both clinical and non-clinical staff delivering the clinical service. Notably, it excludes subcontractors’ staff. Under the ACCESS approach, IPs can choose from different levels of access or maintain the default position where they comply with the new Fair Deal.

The New Fair Deal has been reformed to allow transferred staff to remain in their public service pension scheme

New guidance published on 7 October 2013 sets out how the policy will be implemented (link below) - <https://www.gov.uk/government/publications/fair-deal-guidance>

Fair Deal was introduced in 1999 to provide pension protection for staff compulsorily transferred out of the public sector. The approach taken was for staff compulsorily transferred from the public sector to have access via the new employer to a pension scheme broadly comparable to their originating public sector pension. New Fair Deal (NFD) that took effect on 7th October 2013, builds on this principle by removing the requirement for a 'broadly comparable' scheme and allowing compulsorily transferred staff continued access to the NHS Pension Scheme (NHS PS).

#### **4.4 Provision of Workforce Information**

The Commissioners has sought workforce/TUPE details from the present provider. The relevant workforce information will be supplied at tender stage on the condition that it is treated in a strictly confidential manner and that it is not disclosed except to such people within the bidder's organisation, and to such extent, as is strictly necessary for the preparation of a bid; and that it is not used for any other purpose. By accepting this information from The Commissioners bidders will be deemed to have agreed to abide by these obligations of confidentiality.

Where full information on staff included in the TUPE process is not available during the tender it will be made available to the successful bidder(s).

#### **4.5 Subsequent Transfers**

It is a requirement that the successful bidder will pass on all details of their workforce engaged in the relevant Services towards the end of the contract period to The Commissioners so that this information can be provided in any future re-commissioning process or handover of the Services.

### **5 Financial and Insurance**

The contract has a value of circa £13m to £16m per annum. Further costs and details will be released through the procurement process.

#### **5.1 Financial standing**

Financial standing requirements for this procurement will be considered at ITN1 within the Organisational Questionnaire and will include (but not be limited to) confirmation of identity, solvency and business structure. At the tender stage, bidders will be required to put forward detailed proposals as to

how the Service will be sustainably funded, and how the bidder will ensure continued efficiency throughout the contract period.

## **5.2 Performance security**

It is expected that no performance security will be required from bidders except in the form of a parent company guarantee where applicable. However, if any of the Services require substantial infrastructure spending, some performance security may be considered. If required, details will be set out at the tendering stage.

## **5.3 Insurance**

A comprehensive schedule of insurances that the successful bidder will be required to obtain will be set out during the procurement. This will typically include public liability, corporate medical malpractice (where applicable) and certain properties cover. The insurance requirements will also require Providers to ensure that:

- The interests of The Commissioners and other healthcare organisations using the service are fully protected.
- Members of the public utilising the services are fully protected to the extent that they have a valid claim against the Provider and/or The Commissioners; and
- The Provider maintains insurance which meets at least the minimum statutory requirements.

Providers will be required to indemnify The Commissioners against any claims that may be made against The Commissioners arising from the provision of the Service by the Provider. The Commissioners will expect bidders to offer evidence that they have sourced appropriate (and sufficient) insurance or other arrangements.

# **6 Governance and Administration**

## **6.1 Procurement costs**

Bidders will be responsible for their own costs incurred throughout each stage of the procurement process. The Commissioners 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 Commissioners chooses to cease or amend the process at any stage.

## **6.2 Consultation**

The Commissioners consulted on aspects of the procurement, and engaged with local stakeholders. Service user views will be taken into account when a

provider is selected. Providers of the new services will be required to undertake regular and effective service user and public involvement work to ensure high service quality.

### **6.3 The Public Contract Regulations 2015**

This MOI and the associated procurement relates to the provision of a health, social or related service as listed within Schedule 3 to the Public Contracts Regulations 2015 ("the Regulations"). The procurement of services listed in Schedule 3 of the Regulations is not subject to the full regime of the Regulations, but is instead governed by the "Light Touch Regime" contained within Chapter 3, Section 7 of the Regulations (Regulations 74 to 77). Neither the inclusion of a Bidder selection stage, nor the use of any defined terms from the Regulations, nor the description of the procedure voluntarily adopted by The Commissioners ("Open", "Restricted", "Competitive Procedure with Negotiation", "Competitive Dialogue" or any other description), nor any other indication, shall be taken to mean that The Commissioners intends to hold itself bound by any of the Regulations, save those applicable to services coming within the scope of Schedule 3.

### **6.4 Conflict of interest**

In order to ensure a fair and competitive procurement process, The Commissioners will require that all actual or potential conflicts of interest that a bidder may have are identified at ITN1 and resolved to the satisfaction of The Commissioners.

If the bidder becomes aware of an actual or potential conflict of interest following submission of ITN1 it should immediately notify The Commissioners via the e-procurement portal messaging system. Such notifications should provide details of the actual or potential conflict of interest. The Commissioners will consult with the bidder to understand the conflict and where possible manage it appropriately.

Where The Commissioners otherwise becomes aware of a conflict of interest between the bidder and The Commissioners 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 Commissioners, The Commissioners reserve 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 may be disqualified.

### **6.5 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 Commissioners 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 Commissioners will require organisations to confirm their understanding of non-canvassing requirements, as part of the ITN1 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 Commissioners or NHS England concerning the process leading to the award of the contract (save as expressly provided for in the tender stages) may be disqualified from the procurement process by The Commissioners in its absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission may be disqualified.

## **6.6 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 or actual bidder or bidding consortium (whether directly or indirectly), any aspect of any response to any procurement documents (including the ITN 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 ITN 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 Commissioners or its consortium members the price or approximate price to be included in its response to the ITT 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 ITT 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 or actual bidder that has the effect of prohibiting or excluding that potential or actual bidder from submitting a response to the ITN 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 ITTN or proposed response to the ITN; or

- where a bid includes material sub-contractors, enters into any agreement or arrangement with other parties to that bid which has the effect of prohibiting or excluding a sub-contractor from participating in any other bid or submitting (or potentially submitting) an individual bid in this process (unless otherwise stipulated by The Commissioners;

that organisation may be disqualified from the procurement process by The Commissioners in its absolute discretion. Where any organisation forming part of a bid submission is disqualified The Commissioners reserves the right to disqualify the entire bid submission.

The Commissioners will require organisations to confirm non-collusion at ITN1 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 Commissioners would expect to see a Heads of Terms or letter of intent between the bidding parties during the tender stage.

## **6.7 Freedom of information**

The Commissioners 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 Commissioners (including, but not limited to, the information contained in the MOI, ITN and their respective submissions, bids and clarification answers received from bidders) may need to be disclosed by The Commissioners in response to a request for information.

In making a submission or bid or corresponding with The Commissioners at any stage of this procurement, each bidder acknowledges and accepts that The Commissioners 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 Commissioners may withhold such information under the relevant FOIA exemption.

However, bidders should be aware that The Commissioners 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 Commissioners of any information marked “confidential” or equivalent does not mean that The Commissioners accepts any duty of confidence by virtue of that marking, and that The Commissioners has the final decision regarding the disclosure of any such information in response to a request for information.

## **6.8 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 Commissioners 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 Commissioners or any of their advisers.

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

The Commissioners reserve 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 Commissioners 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 Commissioners in relation to this procurement. No person has been authorised by The Commissioners 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.

**SECTION B:**

**INFORMATION ON THE SERVICES**

## **7 Future services**

### **7.1 Objectives**

The commissioning exercise is intended to deliver the following

- i. Bath and North East Somerset (BaNES) Clinical Commissioning Group, Swindon Clinical Commissioning Group, Wiltshire Clinical Commissioning Group and Wiltshire Council Unitary Authority (The Commissioners) are seeking to procure an integrated urgent care service for service users who reside or visit these areas.
- ii. The procurement is driven by the need to re- procure an improved NHS 111 service and a GP out of hours service, and the opportunity this offers the CCG's and Wiltshire Council in commissioning an integrated solution for urgent care provision.
- iii. The procurement will include for BaNES, Wiltshire and Swindon CCGs an Integrated Urgent Care Access, Treatment and Clinical Advice Service (clinical hub), and NHS 111 services; and for BaNES and Wiltshire CCG's a GP Out of Hours service.
- iv. For Wiltshire Council, the service will include telecare equipment and monitoring with maintenance/support; management and response monitoring of Carers Emergency Cards; professional referrals into intermediate care beds; out-of-hours Emergency Duty Service for Adult Social Care; out-of-hours Emergency call handling for Public Protection/ Housing/ Highways/ Environmental Services; telecare response service; and an Urgent Care at Home support system. These services must be delivered via a Single Point of Access, though a mechanism which integrates the provision with the CCG urgent care service requirements.
- v. The Commissioners need a system which is safe, sustainable and that provides consistently high quality in line with the recommendations of the Urgent and Emergency Care Review. This review states, for those people with urgent care needs, we should provide a highly responsive service that delivers care as close to home as possible, minimising disruption and inconvenience for service users. The approach may encompass the provision of a range of services in addition to those mentioned.

### **7.2 Critical success factors**

The critical success factors and outcomes The Commissioners will be expecting to secure through procurement is a single accountable provider (which may be the NHS111, GP OOH or Clinical Hub provider) who will deliver:

- i. An integrated urgent care service which meets the health and social care vision for care closer to home; with access to services normally within a 30 mile drive.
- ii. An integrated urgent care service which delivers consistency of response for people and equitable access to NHS services, based on need and where possible, reduces the number of access points from which to receive urgent care.
- iii. An integrated urgent care service which values and contributes to a culture of self- help and personal knowledge, reducing dependency and avoiding paternalistic responses to the public.
- iv. An integrated urgent care service that contributes to The Commissioners target to reduce avoidable admissions to hospital in a sustainable way.
- v. An integrated urgent care service that supports the system wide achievement of constitutional emergency care targets for the NHS.
- vi. An integrated urgent care service with the resilience to offer sufficient capacity to be able to meet predictable demand and surges in demand.
- vii. An integrated urgent care service with a robust and demonstrable clinical integration and governance process between the various providers who form part of the service, and with key members of the system, especially emergency departments, 999 and complex care teams.
- viii. An integrated urgent care service that can work collaboratively with other health and care providers in the Commissioners' geographical areas.
- ix. An integrated urgent care service that ensures that the best practice in urgent care is provided for service users.
- x. An integrated urgent care service that must be able to demonstrate that they provide a good service for service users and those service users express satisfaction with the service they receive and can demonstrate an increasing confidence in the offer.
- xi. A single point of access and associated infrastructure to meet the council requirements outlined in the Service Specification which is able to promptly and appropriately respond to a diverse range of caller requirements.
- xii. A service which continues to develop innovatively to meet the challenges and opportunities over the duration of the contract.
- xiii. An integrated urgent care service that is able to stay within its' allocated budget and demonstrate their ability to reduce spend in 999 and emergency department services. The service must be able to demonstrate value for money.

### 7.3 Service provision outcomes

The procured services are intended:

- i. To deliver excellent and sustainable clinical outcomes to service users including safe and effective treatment for service users with a variety of non-life threatening health conditions, injuries or illnesses within a primary care-led environment.
- ii. To deliver an exceptional service user experience which includes good customer service, being treated with dignity and respect, by polite and compassionate staff with efficient processes, personalised care, pleasant and accessible surroundings, timely treatment and safe services.

### 7.4 Services that are in scope

The following table outlines the services included within the scope of this procurement

Service	BaNES CCG	Swindon CCG	Wiltshire CCG	Wiltshire Council UA
Access to Care Service			✓	
Acute Trust Liaison Service			✓	
Carers Emergency Card Response Service				✓
GP Out of Hours service	✓		✓	
Integrated Urgent Care Access, Treatment and Clinical Advice Service (clinical hub), including Health Care Professional Line	✓	✓	✓	
NHS 111 Service	✓	✓	✓	
Single point of access to intermediate care beds				✓
Telecare call monitoring				✓
Telecare equipment and installation *				✓
Telecare response service and urgent care domiciliary care service				✓
Emergency duty service for adults who may require social care				✓
Out of hours emergency call handling for Council services **				✓

\* To be included during the lifetime of the contract from January 2019

\*\* To be included during the lifetime of the contract from October 2018

## **SECTION C:**

### **Appendices**



## Appendix A: Overview of Health Policy Development and Population

The three Clinical Commissioning Groups (NHS Wiltshire Clinical Commissioning Group, NHS Swindon Clinical Commissioning Group & Bath and North East Somerset Clinical Commissioning Group) cover a population of approximately 881,000 people across around 3900km<sup>2</sup>. Whilst the health of the populations of Wiltshire and BaNES are generally above the national average, the health of Swindon varies in comparison.

Area covered by	Link to Joint Strategic Needs Assessment / Public Health report for area
Bath and North East Somerset Clinical Commissioning Group	<a href="http://www.bathnes.gov.uk/services/your-council-and-democracy/local-research-and-statistics/wiki/contents">http://www.bathnes.gov.uk/services/your-council-and-democracy/local-research-and-statistics/wiki/contents</a> <a href="http://fingertipsreports.phe.org.uk/health-profiles/2016/e06000022.pdf&amp;time_period=2016">http://fingertipsreports.phe.org.uk/health-profiles/2016/e06000022.pdf&amp;time_period=2016</a>
NHS Swindon Clinical Commissioning Group	<a href="http://www.swindonjsna.co.uk/Files/Files/JSNA-Summary-15-16.pdf">http://www.swindonjsna.co.uk/Files/Files/JSNA-Summary-15-16.pdf</a> <a href="http://www.swindonjsna.co.uk/Files/Files/Swindon_Health_Profile_2016.pdf">http://www.swindonjsna.co.uk/Files/Files/Swindon_Health_Profile_2016.pdf</a>
NHS Wiltshire Clinical Commissioning Group Wiltshire Council Unitary Authority	<a href="http://fingertipsreports.phe.org.uk/health-profiles/2016/e06000054.pdf&amp;time_period=2016">http://fingertipsreports.phe.org.uk/health-profiles/2016/e06000054.pdf&amp;time_period=2016</a>