

General Service Specification

Provision of a Membership Database and Supporting Services for Leicestershire Partnership NHS Trust

Period: 2011 – 2014

1 Background Information

Leicestershire Partnership NHS Trust (LPT) is a wellbeing Trust which serves a population of nearly a million residents across Leicester, Leicestershire and Rutland. The Trust also provides some services which are accessed by residents outside of this area. On 1st April 2011, the Trust broadened its services from solely mental health and learning disability services to incorporate wider community health services. The Trust now operates through four Divisions which include :

- Adult Mental Health
- Adult Learning Disability
- Community
- Families, Young People and Children's

National Context

There is a strong and recurrent theme running across Government policy around how public sector bodies actively engage with and involve the people they serve in the design and developments of the services provided. Coupled with this, there is a visible shift of accountability from central government which means that local communities and staff are being given a bigger say in how NHS services are developed and provided in their area.

The NHS Operating Framework for the NHS in England 2011/12 emphasises the need for transparency and local accountability: "creating a revolution in patient power, and enabling informed local discussion and decisions about spending, priorities and improvement".

This, together with the requirement for NHS organisations to become NHS Foundation Trusts has created the need for a framework for real and meaningful engagement and involvement with the people of Leicester, Leicestershire and Rutland so that they are enabled to become a community of influence.

2 Service Required – Details of Lots

Leicestershire Partnership NHS Trust (LPT) wishes to appoint an organisation to carry out the following:

2.1 Lot 1: Membership Recruitment

The organisation will carry out recruitment of the second tranche of members, representative of the Trust's population both as a whole as well as in relation to geographical constituency areas. LPT aims to both grow its membership by 2% year on year as well as improve the representation of the membership of the local community. Recruitment activity will include some or all of:

- Process incorporating direct mail, local media, and focussed location events.

- Establishment of key recruitment messages in light of widening of organisational focus highlighting benefits to the public, patients, carers and staff.
- Analysis of target audience in order to recruit members which will improve representation, including geographical population, gender, age, ethnicity and socio-economic status.

The Trust currently has approximately 9,700 public, service user and carer members. Staff members are managed through the Trust's Electronic Staff Records (ESR) system and the day to day management of staff members will not be included in this tender.

The contractor/s will be required to interact with the Trust's Election Provider (should this be a separate agency), in order to carry out elections for the Council of Governors.

2.2 Lot 2: Database Development

The organisation will develop a database, which will be set up in line with data protection legislation and Monitor Guidelines, developed to include the following:

- Equalities Monitoring data
- Interests of members, with headlines specified by LPT.
- The ability to isolate segments of the database to send out targeted information
- Adoption of members (approximately 9,700) currently held within an alternative database.
- Enable the access and manipulation of the membership data by the Trust

The organisation will update, data cleanse and manage the database on an ongoing basis to ensure that information regarding members is as up to date as possible. Tenderers are required to quote for the annual costs of maintaining the membership database.

Tenderers must provide details, including all functions and capabilities, of the database.

2.3 Lot 3: Membership Materials & Communication

The organisation will work with LPT to create effective recruitment materials, including:

- Membership recruitment leaflets
- Membership welcome letter to include membership card
- Electronic capability for member applications which can be connected to via the Trust's own website
- The ability to send out information via email and surface mail
- Membership e-bulletin template design. E-mails to be sent by Trust using template and to include information to;
 - engage current members
 - issue news updates
 - Advertise events and opportunities for involvement
- Support with development and use of social media/marketing such as social networks to;
 - engage current members
 - attract and recruit new members
 - issue news updates
 - Advertise events and opportunities for involvement
 - Encourage group discussions (with ability to lock down/switch off when necessary)

Tenderers are required to submit confirmation of ability to supply these materials, as well as provide samples.

2.4 Lot 4: Council of Governor Elections & Preparation for elections

The organisation will be responsible for the timetabling and planning of elections in line with the Trust's and Monitor's requirements. This will include;

- Design of all materials to be used in line with Council of Governor elections to include;
 - Inaugural election
 - By-elections
 - Preparation and expression of interest workshops and materials for members to encourage nominations from all constituency groups
- Management of election process to include;
 - Any communications and materials for members, nominees and successful candidates (both staff and non-staff members) to include website publicity and notices as well as postal mailings
 - Management of process to include vote counting and verification

3 Method Statement & Quality Assurance

Tenderers are required to submit with their offer, a method statement for the operation of the service required. This must include a time plan and risk assessment statement detailing the means by which tenderers intend to start and manage the required services and control the success and impact of their proposal, including full method statements for carrying out the service.

Contract Review Meetings between the Trust and the contractor/s will take place at intervals (intervals to be determined) to allow the mutual exchange of information regarding contract performance.

4 Compliance with Statutory Requirements

Tenderers are required to demonstrate compliance with all statutory and legal requirements in meeting the standards laid down in this specification to include;

- Data Protection Act compliance
- Secure management, storage, transfer and handling of personal data

5 Sustainable Policies

5.1 Transport Policy

As part of the 'Greening the NHS' Agenda, the Trust must be assured that Contractors are addressing transportation issues, for example in reducing the environmental impacts of travel. Tenderers are required to submit with their offer a copy of their Transport Policy.

5.2 Environmental Policy

The Trust must be assured that Contractors are addressing environmental issues. The Trust is committed to working with designated key suppliers to improve their environmental performance. Tenderers are required to submit with their offer a copy of their Environmental Policy.

5.3 Data Protection and Information Governance/Management Policy

The Trust must be assured that both Contractors and subcontractors are compliant with the Data Protection Act and have policies and procedures in place to ensure the safe and secure storage, handing, transferral and management of private and sensitive personal information of the Trust's members.

Tenderers are required to submit with their offer a copy of their relevant policies.

Using an electronic system the contractor/s must provide assurances that it uses 256bit encryption which meets the NHS Connecting for Health Information Security standards and provides the most secure access to their systems by individual members of the Trust from multiple locations across any web based PC within the Trust.

Tenderers are required to provide details of their encryption software and hardware with examples where possible of exactly how the 256bit encryption is provided and where possible the level of information security of their system in their response. Tenderers must be prepared for NHS East Midlands Internal Audit to interrogate their system.

6 Security And Confidentiality

6.1 NHS records and data are subject to special requirements of confidentiality and care.

6.2 Following award, the contractor/s must draft detailed security, confidentiality and record management and control policies and procedures (the “policies”) to be followed by the contractor/s, its staff, agents and subcontractors, which are acceptable to the Trust. All such policies must incorporate and concur with:

EU

- *Records Management standards ISO 15489 – 2: 2001 and BS 150 15489 –1: 2001 Information and documentation – Records Management – October 2001*
- *Code of Practice for Information Security Management ISO/IEC 17799:2005*

UK

- *The ‘Data Protection Act 1998’ including all subordinate legislation relating thereto*
- *The ‘Access to Health Records Act 1990’*
- *The ‘Computer Misuse Act 1990’*
- *The ‘Freedom of Information Act 2000’ and the records management code produced under s46 of the Freedom of Information Act 2000 by the Lord Chancellor’s Department for public authorities in relation to their keeping, management and destruction of records.*

NHS

- *Records Management: NHS Code of Practice 2006*
- *NHS Confidentiality Code of Practice 2003*
- *Information Security Management NHS Code of Practice 2007*
- *1997 Caldicott Report*

6.3 The contractor/s must update and/or amend the policies from time to time, in order to comply with other relevant law, ‘good practice’ recommendations and/or NHS guidance agreed between the Trust and the contractor.

6.4 The contractor/s must ensure that vetting procedures are in place to assess the suitability of all personnel who will be working on Trust premises and/or who will have access to any data to ensure they do not pose a security and/or confidentiality risk to the data processed by the Trust.

Tenderers must submit evidence of their vetting procedures.

6.5 Other than for the performance of its obligations under the contract and in accordance with the terms of the contract, the contractor must not disclose or use in any way any data available from or created as a direct or indirect result of managing the service without the prior written consent of the Trust.

- 6.6 Any manual and/or electronically stored data are the property of the Trust and subject to relevant confidentiality provisions in clause 35 of the general conditions and common law duties of confidentiality.
- 6.7 The contractor/s shall not and shall ensure that its employees, agents and subcontractors shall not add to, remove or tamper in any respect with any part of any record or the information or data of any description contained therein.
- 6.8 The contractor/s must ensure agreed levels of physical and data security are in place and actioned at all times.
- 6.9 The contractor/s will ensure that only authorised staff are allowed access to the appropriate records within their care in accordance with the access to health records procedure.
- 6.10 Should a breach of security occur, the contractor/s must verbally inform the Trust, immediately upon breach and then submit a written report to the Trust's Medical Records Manager within 24 hours of its occurrence. The written notification must contain details about the date, time and nature of the breach as well as the individuals and data involved in the breach and any steps taken by the contractor/s to contain the breach recover or otherwise deal with the breach. A final written report must be provided to the Trust within 10 working days, unless exceptionally agreed otherwise.
- 6.11 The Contractor/s must submit a written report to the Trust's Information Governance Manager should a breach of security occur, within 1 working day of its occurrence. The report must contain details about the date, time and nature of the breach as well as the individuals and data involved in the breach and any steps taken by the Contractor/s to contain the breach recover or otherwise deal with the breach.

6 Timescale

It is anticipated the deadline for tender returns will be 6th October 2011 and they will be submitted through the eu-supply tender system.

The evaluation panel may invite selected bidders to present their proposal in order to continue the evaluation. The panel intends for this to take place on **31st October 2011** and shall confirm invites after tender documents have been evaluated. Notice of this invitation may be as late as **24th October 2011** and therefore bidders must be prepared to receive short notice.

LPT would like the awarded supplier(s) to commence delivery of the contract to include the recruitment of new members as soon as the contract has been awarded and an implementation meeting has taken place. The implementation period is estimated to be between 1 December 2011 to contract start date 1 January 2012.

The Trust aims to have 10,218 representative members recruited by the 31st March 2012.

Tenderers will need to indicate if there are any issues in timescales to make this target achievable.

7 Sub Contractors

Tenderers must provide details if any part of the service is to be sub-contracted to include systems in place in order to comply with the Data Protection Act and secure management, storage and transfer of personal and sensitive data. No subcontractors are to come from outside of the EU due to issues relating to the Data Protection Act.

Tenderers must provide relevant details of any subcontractors to be used if successfully awarded a contract by the Trust.

8 Nominated Officers

Tenderers must provide details of staff proposed to be involved in the management of this contract, including any relevant CVs. This must indicate;

- availability of staff
- capacity of staff
- Track record of delivery within this area of work.

9 Prices

Offers shall be priced in accordance with the requirements of the (Offer Schedule) and in relation to individual lots.

Prices shall be held for 12 months from the start of the contract. Any increases shall be requested in writing giving 2 months notice, and shall not exceed the Retail Price Index, or other nominated index to be agreed with the successful contractor/s.

10 Rendering of Accounts

The contractor/s shall submit invoices in accordance with the instructions given. This shall be agreed on award of contract.

Payment will be on presentation of invoice, to comply with the Trusts 30 day payment policy. The purchase order reference must be stated on the invoice, otherwise payment may not be guaranteed.

11 Variation to the Contract

The Trust may, from time to time, by giving 2 months notice in writing to the contractor/s, vary the contract by adding or deleting services or goods from the schedule. There will be no penalty for services or goods removed from the schedule. Variations to cost for services or goods removed from the contract, and charges for services or sites added to the schedule will be based on the tendered price for the same or similar services or agreed separately between the Trust and the contractor/s.

It is expected that costs submitted for properly authorised variations to the Contract will reflect the Pricing Mechanism of the agreed contract.

12 References

Tenderers are required to submit with their offer a reference list of similar works, together with 3 specific referees who may be contacted and will preferably be from similar NHS organisations.

13 Contract Handover

On expiry of the Contract, or notice being issued (whichever is the sooner):-

- The contractor/s shall provide within 21 days of being requested, all information the Trust considers necessary to enable the Trust to issue tender documents for the Services in compliance with Transfer of Undertakings (Protection of Employment) Regulation 1981 (or as updated) (where applicable).
- The contractor/s shall co-operate fully with the Trust during the handover leading to termination of Agreement. This co-operation shall extend to full access to all documents, reports, summaries and any other information required to achieve an effective transition without disruption to routine operation requirements.
- Any equipment purchased for use under this Agreement, which has been paid for by the Trust, shall remain the property of the Trust and shall be handed over to the incoming contractor/s or the Trust.

- The contractor/s shall ensure that any computerised filing, recording, documenting, planning and drawing software systems utilised by the contractor/s is transferred free of any charges to the Trust or persons designated by the Trust to facilitate a smooth handover of services at expiration or termination of the contract.