

PROCUREMENT FRAMEWORK

1. Context

- 1.1 Procurement is the process of acquiring goods, works and services, covering both acquisitions from third parties and from in-house providers. This process spans the whole cycle from identification of needs, through to the end of a services contract or the end of the useful life of an asset.
- 1.2 This Procurement Framework (the "Framework") sets out the legal and governance framework that NHS Portsmouth Clinical Commissioning Group (the CCG) is required to adhere to when procuring goods, works and services and should be read in conjunction with the CCG's Standards of Business Conduct Policy.

Healthcare services

- 1.3 The CCG spends its annual allocation on health services for the population of Portsmouth. Achieving good value for money from this expenditure continues to be a key aim of the CCG.
- 1.4 From April 2015, the CCG took on responsibilities for the commissioning and contracting of GP services for Portsmouth City, delegated to the CCG from NHS England under national primary care co-commissioning arrangements. Portsmouth CCG aims to ensure any potential conflicts of interest are identified and managed in an open manner in line with the CCG's Standards of Business Conduct Policy. This Framework includes specific provisions for managing potential and perceived conflicts of interest related to primary care co-commissioning and complies with NHS England's statutory guidance 'Managing Conflicts of Interest: Statutory Guidance for CCGs' (June 2016) (to be referred to as the "NHS England Conflicts of Interest Statutory Guidance" in the remainder of this Framework).

2. Scope

- 2.1 This Framework applies to all awards, variations and extensions of contracts made by or on behalf of the CCG.
- 2.2 Health care services commissioned by the Local Authority on behalf of the CCG are not subject to this Framework. However the CCG will assure itself that it is able to fulfil its legal procurement obligations and the Local Authority acts in a way that is consistent with the CCG's legal procurement obligations when procuring NHS health care services on its behalf.

3. Vision of the CCG

- 3.1 The CCG has set out its vision for the future of health and healthcare for the city of Portsmouth (see Fig 1) and developed its 5 Year Strategic Plan (20/20 Vision) to deliver this vision.

Fig 1: Portsmouth CCG's Vision for Health and Healthcare in Portsmouth

Our Mission	Our Vision
<p>Improving your health and wellbeing and getting the best for the Portsmouth pound</p>	<p>We aim to enable you to live longer and healthier lives. We will strive to improve health and wellbeing through our GP surgeries as members working with our patients, the public and our partners (subject to managing any conflicts of interest).</p>
Our Strategic Objectives	Our Values
<ul style="list-style-type: none"> • Enable our GP surgeries as members to engage and drive commissioning subject to managing any conflicts of interest • Engage our patients and public in our commissioning and decision making • Work with our partners to collaborate on commissioning to deliver improvements in health outcomes • Invest in improving health and wellbeing • Manage our resources effectively • Ensure that services are safe & focused on maintaining & improving quality • Develop the CCG as a mature, credible and competent organisation with the appropriate capacities and capabilities 	<ul style="list-style-type: none"> • Clinically led • Putting the patient at the heart of everything we do • Quality driven, compassionate and locally responsive • Courageous, challenging, and fair • Embracing innovation, best practice and education • Open, accountable and acting with integrity
Our Four Strategic Priorities	
<p>Priority 1: We want everyone to be able to access the right health services, in the right place, as and when they need them</p> <p>Priority 2: We want to ensure that when people receive health services they are treated with compassion, respect and dignity and that health services are safe, effective and excellent quality</p> <p>Priority 3: We want health and social care services to be joined up so that people only have to tell their story once. People should not have unnecessary assessments of their needs, or go to hospital when they can be safely cared for at home or stay in hospital longer than they need to.</p> <p>Priority 4: With our partners, we will tackle the biggest causes of ill health and early death and promote wellbeing and positive mental health</p>	

4. Legal and Governance Framework

- 4.1 When procuring goods, works and services, the CCG is required to adhere to:
- 4.1.1 EU Directive 2014/24/EU;
 - 4.1.2 Public Contracts Regulations 2015 ("PCR 2015");
 - 4.1.3 National Health Service (Procurement, Patient Choice and Competition)(No. 2) Regulations 2013 ("2013 Regulations") (these apply to the procurement of healthcare services only but are in addition to the requirements under the PCR 2015);
 - 4.1.4 The National Health Service Act 2006;
 - 4.1.5 The Equality Act 2010;
 - 4.1.6 The Public Services (Social Value) Act 2012 (services only);
 - 4.1.7 Guidance from Crown Commercial Service; and
 - 4.1.8 The CCG's own Constitution, including its Standards of Business Conduct Policy, Standing Financial Instructions and Scheme of Delegation.

PCR 2015

- 4.2 The PCR 2015 apply to contracts for works, goods and services valued over the applicable threshold which means that the opportunities for such contracts should be advertised and an appropriate award process in compliance with the PCR 2015 should be carried out. The PCR 2015 require the CCG to procure its contracts over threshold in accordance with the principles of transparency, equal treatment and non-discrimination. The applicable thresholds for the CCG as at the date¹ of this Framework are:

Works	£4,104,394
Services ²	£164,176
Goods	£164,176
Social and other special services (including healthcare services)	£589,148

- 4.3 Where contracts for works, services and goods are above the relevant threshold, they should be advertised in the Official Journal of the European Union ("OJEU") and then on Contracts Finder and one of the procurement procedures in the PCR 2015 should be followed (unless they are social and other specific services in which case the CCG will be free to determine a procurement procedure as long as it

¹ These thresholds will apply until 31 December 2017. They are due to be revised from 1 January 2018

² This threshold for Services does not include "social and other specific services" as set out in the bottom row of the above table and in Schedule 3 to the PCR 2015 (which include healthcare services for example).

complies with the principles of transparency, equal treatment and non-discrimination). For each procurement process for works, services (excluding healthcare services and other "social and other specific services") and supplies over threshold, the CCG should consider which procurement procedure is most appropriate. The procedures are:

- 4.3.1 Open Procedure – this would include any interested party submitting a tender in response to the advert.
- 4.3.2 Restricted Procedure – this will include a pre-qualification exercise and only shortlisted parties will be invited to tender.
- 4.3.3 Competitive Procedure with Negotiation – where there is a need for adaption of readily available solutions/design or innovative solutions/prior negotiation of the contract is needed/the technical specification cannot be established. Within this procedure, the CCG can reserve the right to not have negotiation if the tenders submitted at the first stage can be evaluated and meet the CCG's requirements.
- 4.3.4 Competitive Dialogue - where there is a need for adaption of readily available solutions/design or innovative solutions/prior negotiation of the contract is needed/the technical specification cannot be established.
- 4.3.5 Innovation Partnership – where the requirement is so novel and innovative that no current offering on the market exists.
- 4.3.6 Use of Negotiated Procedure without Prior Publication – Regulation 32 of the PCR 2015 provides that the CCG does not have to advertise its contract opportunity in OJEU and can negotiate with identified providers in the following situations:
 - (1) where no Pre Qualification Questionnaire ("PQQ") responses or tenders or no suitable PQQ responses or tenders have been submitted in response to an open or restricted procedure, provided that the initial conditions of the contract are not substantially altered and that a report is sent to the Commission where it requests. In this situation, a tender will not be considered suitable where it is irrelevant to the contract, being manifestly incapable, without substantial changes, of meeting the CCG's needs and requirements as specified in the procurement documents. A PQQ response will not be suitable where the relevant bidder has been excluded or has not met the selection criteria.
 - (2) The negotiated procedure could also be used where competition is absent for technical reasons but only where no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement.
 - (3) The negotiated procedure without prior publication could also be used insofar as is strictly necessary where for reasons of extreme urgency brought about by events unforeseeable by the CCG, the time limits for the open or restricted procedures or competitive procedure with negotiation cannot be complied with. In these circumstances, the circumstances invoked to justify extreme urgency must not in any event be attributable to the CCG.

- 4.4 Where the CCG advertises a procurement process in OJEU, all of its procurement documents and contracts documents need to be available free of charge on the internet from the date the advert is published on OJEU.
- 4.5 Social and other specific services (which include healthcare services) valued at £589,148 or above should be advertised in OJEU (and then Contracts Finder) and the CCG would have to carry out a procurement process (that it is able to design itself) that is transparent, treats bidders equally and in a non-discriminatory manner.
- 4.6 If the CCG fails to comply with its obligations under the PCR 2015, it can be challenged in the High Court. In the event that the CCG fails to advertise a contract that it should have advertised, then it could be challenged on the basis that it has made an illegal direct award of a contract, the challenge period for which is 6 months from the date the relevant contract has been awarded. In these circumstances, a Court could declare the relevant contract ineffective (meaning it would be cancelled) and the Court would also have to fine the CCG (such fine would be unlimited) and is likely to award damages to both the challenger and the provider(s) who has had their contract cancelled.
- 4.7 If the challenge is on the basis that the CCG has not complied with its obligations under the PCR 2015 and is not challenging a direct award, then the time limit to challenge is 30 days from the date the challenger knew or ought to have known the reason to challenge (this might be the case if the CCG has run a procurement process an aggrieved bidder is not happy with the outcome/believes it has grounds to challenge). If the contract is challenged in the High Court before the contract has been entered into (signed by both parties and dated), then the CCG will be automatically stopped from entering into the contract. If the contract has already been entered into, then a challenger would claim damages.

NHS (Procurement, Patient Choice and Competition) (No.2) Regulations 2013

- 4.8 In addition to the obligations under the PCR 2015, the CCG must follow the NHS (Procurement, Patient Choice and Competition) (No.2) Regulations 2013 ("NHS Regulations") when procuring healthcare services. The general obligations on the CCG under the NHS Regulations are largely the same as those in the PCR 2015 i.e. to act transparently, treat providers equally and not to discriminate between providers but such obligations must be considered against and carried out in accordance with set objectives (see below). The NHS Regulations apply to all procurement of healthcare services by the CCG, regardless of value.
- 4.9 The NHS Regulations follow a principles based approach leaving the CCG as commissioner flexibility as to how best to procure and secure services in the best interests of service users. The NHS Regulations require the CCG to act with a view to the following objectives when procuring health care services:
 - 4.9.1 securing the needs of users;
 - 4.9.2 improving the quality of services; and
 - 4.9.3 improving the efficiency of service provision.
- 4.10 In acting with a view to improve the quality and efficiency of the services the CCG is required to consider appropriate means of improvement through:
 - 4.10.1 integrated provision;

- 4.10.2 enabling providers to compete to provide services; and
- 4.10.3 allowing patients a choice of provider.
- 4.11 The CCG is also required to procure the services from one or more providers that:
 - 4.11.1 are most capable of delivering the CCG's objectives set out above; and
 - 4.11.2 provide best value for money in doing so.
- 4.12 There is also an overarching presumption of proportionality in that the actions taken by the CCG should be proportionate to the value, complexity and clinical risk associated with the provision of the services. Under the NHS Regulations, once a contract has been awarded, the CCG must publish a record of the contract, including details on the process adopted for selecting a provider. As such, it is important for the CCG to maintain records of its decisions and be comfortable that its processes will stand up to any scrutiny.
- 4.13 Monitor has developed guidance³ which gives many examples of how the meeting of these obligations can be demonstrated and this guidance should be considered by the CCG when it is awarding new or varying existing contracts.
- 4.14 The CCG has a duty under the NHS Regulations to maintain a record of why any contract awarded by them meets their duties under Section 14 of the NHS Act 2006 with regard to effectiveness, efficiency, improvement in quality of services and promoting integration.
- 4.15 Monitor (now part of NHS Improvement) can intervene (whether as a result of a third party complaint received or otherwise) and has the power under the NHS Regulations to make a declaration of ineffectiveness in relation to any contract that it considers has been awarded due to a sufficiently serious breach of the CCG's obligations under the NHS Regulations. There is no time limit during which a complaint can be made/ Monitor may launch an investigation.

5. The Public Services (Social Value) Act 2012 (the "Act")

- 5.1 The Act applies to the pre-procurement stage of contracts for services because that is where social value can be considered to greatest effect. The CCG must, at the pre-procurement stage, consider how what is being procured may improve the social, environmental and economic wellbeing of the relevant area and how, in conducting the process of procurement, the CCG might act with a view to securing that improvement.
- 5.2 The Act also requires the CCG to consider the need to consult on how best to achieve the improvements the commissioner is seeking in conducting a procurement.
- 5.3 The Act applies to services contracts and Framework Agreements awarded under the PCR 2015.
- 5.4 The Act does not prescribe how social value is best assessed, nor does it set out who should be consulted in the pre-procurement period.

³ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/283505/SubstantiveGuidanceDec2013_0.pdf

6. **NHS England Conflicts of Interest Statutory Guidance and the CCG's obligations in relation to conflicts of interest when awarding or varying contracts**
- 6.1 In May 2014, NHS England offered CCGs the opportunity to take on an increased responsibility for the commissioning of primary care. Those CCGs who opt to do so are able to commission care for their patients and populations in more coherent and joined-up ways — but they are also exposing themselves to a greater risk of conflicts of interests, both actual and perceived, especially if they take on delegated budgets and functions from NHS England.
- 6.2 NHS England, in consultation with national stakeholders, developed guidance for the management of conflicts of interest. This guidance has been revised and a new version was published in June 2016. This builds on and incorporates relevant aspects of existing NHS England guidance, and supersedes the extant NHS England guidance.
- 6.3 The revised statutory guidance was issued in June 2016 under sections 14O and 14Z8 of the National Health Service Act 2006 (as amended by the Health and Social Care Act 2012). This means that CCGs must have regard to such guidance with the onus on them to explain any non-adherence.
- 6.4 The guidance aims to:
- 6.4.1 safeguard clinically led commissioning, whilst ensuring objective investment decisions;
 - 6.4.2 enable commissioners to demonstrate that they are acting fairly and transparently and in the best interests of their patients and local populations;
 - 6.4.3 uphold confidence and trust in the NHS;
 - 6.4.4 support commissioners to understand when conflicts (whether actual or potential) may arise and how to manage them if they do;
 - 6.4.5 be a practical resource and toolkit with scenarios and a web link to comprehensive case studies to help CCGs identify conflicts of interest and appropriately manage them; and
 - 6.4.6 ensure that CCGs operate within the legal framework.
- 6.5 The key changes set out in the latest guidance are:
- 6.5.1 The recommendation for CCGs to have a minimum of **three lay members** on the Governing Body, in order to support with conflicts of interest management;
 - 6.5.2 The introduction of a **conflicts of interest guardian** in CCGs. NHS England expect that CCG audit chairs will assume this role, which will be an important point of contact for any conflicts of interest queries or issues;
 - 6.5.3 The requirement for CCGs to include a robust process for managing any **breaches** within their conflict of interest policy and for anonymised details of the breach to be published on the CCG's website for the purpose of learning and development;
 - 6.5.4 Strengthened provisions around **decision-making when a member of the governing body, or committee or sub-committee is conflicted;**

- 6.5.5 Strengthened provisions around the management of **gifts and hospitality**, including the need for prompt declarations and a publicly accessible register of gifts and hospitality;
- 6.5.6 A requirement for CCGs to include an **annual audit of conflicts of interest management** within their internal audit plans and to include the findings of this audit within their **annual end-of-year governance statement**;
- 6.5.7 A requirement for all CCG employees, governing body and committee members and practice staff with involvement in CCG business, to complete **mandatory online conflicts of interest training**, which will be provided by NHS England. The online training will be supplemented by a series of face-to-face training sessions for CCG leads in key decision-making roles.
- 6.6 The CCG's Standards of Business Conduct Policy was revised in November 2016 so that it is informed by the guidance published in NHS England. The way in which the guidance impacts on the CCG's procurement is covered in more detail within this section of this Framework.
- 6.7 The principles of this Framework apply to all procurements conducted by the CCG, including primary care services. All stages of the procurement process are designed to identify and manage any conflicts of interest. It is vital that there is transparency and safeguards to ensure confidence that these decisions are based upon the best interests of patients and with no perceived conflicts of interest. These safeguards are set out in the CCG's 'Standards of Business Conduct' policy.
- 6.8 The CCG's Standards of Business Conduct policy include specific provisions for managing potential and perceived conflicts of interest related to primary care co-commissioning and is informed by the NHS England Conflicts of Interest Statutory Guidance.
- 6.9 The CCG has a statutory duty under section 14O(4) of the NHS Act 2006 to manage actual and potential conflicts of interest so as to ensure that they do not, and do not appear to, affect the integrity of the CCG's decision-making processes.
- 6.10 There is also a requirement to ensure that conflicts of interest are managed appropriately through procurement processes and in awarding contracts. Under the PCR 2015, the CCG is required to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures. Under the NHS Regulations, in addition to the CCG's overarching statutory duty, the CCG must not award a contract for healthcare services where conflicts or potential conflicts of interest effect or appear to affect the integrity of the award of that contract. The CCG is under further record keeping obligations in light of the NHS England Conflicts of Interest Statutory Guidance. This guidance sets out that the CCG is under an obligation to maintain a Register of Procurement Decisions for the procurement of a new service or any extension or material variation to a current contract (this is covered in further detail below).
- 6.11 The NHS England Conflicts of Interest Statutory Guidance sets out that in some circumstances, it could be reasonably considered that a conflict exists even when there is no actual conflict. In these cases it is important to still manage these perceived conflicts in order to maintain public trust and this is certainly the case in relation to the requirements under the PCR 2015 and the NHS Regulations. The guidance goes on to state that conflicts of interest can arise throughout the whole commissioning cycle from needs assessment, to procurement exercises, to contract monitoring and it is important that the CCG considers and manages conflicts throughout the commissioning cycle.

- 6.12 From a procurement perspective, it is important that the CCG ensures that commissioning strategies and procurement procedures are right from the outset so that the rationale for all decision making is clear and transparent and could withstand scrutiny. It is important that throughout a commissioning cycle and procurement process, the approach is clearly documented and decisions taken at every stage in the commissioning cycle are clear within an audit trail.
- 6.13 The guidance goes on to state that a perception of wrongdoing, impaired judgement or undue influence can be as detrimental as any of them actually occurring and the CCG needs to take this into account when conducting its procurement processes.
- 6.14 When considering whether someone is actually conflicted, if there is a situation where the conflict of interest is profound and acute (such as where an individual has a direct financial interest which gives rise to a conflict or involvement with an organisation which benefits financially from contracts for the supply of goods and services to a CCG), it is likely that the CCG will want to consider whether practically such an interest is manageable at all. If it is not, the appropriate course of action may be to refuse to allow the circumstances which gave rise to the conflict to persist.
- 6.15 Practically, the CCG will need to ensure that at each stage of the procurement lifecycle, it ensures that any conflicts of interest are declared so that it can ascertain whether any need to be managed/prevented.
- 6.16 The CCG is under an obligation under the guidance to publish a Register of Procurement Decisions in a prominent place on the CCGs website and to make it available for inspection at the CCG's headquarters. Section 7 of this Framework sets out what is to be included in the Register of Procurement Decisions and a draft register is included at Annex B which mirrors the draft register in the NHS England Conflicts of Interest Statutory Guidance. It is important to note that the guidance sets out that "procurement decision" should be understood in a wide sense to ensure transparency of decision making on spending public funds. The guidance goes on to state that "the decision to use a single tender action, for instance, is a procurement decision and if it results in the commissioner entering into a new contract, extending an existing contract, or materially altering the terms of an existing contract, then it is a decision that should be recorded".
- 6.17 The guidance sets out that an obvious area in which conflicts could rise is where a CCG commissions health care services including GP services in which a member of the CCG has a financial or other interest. The guidance goes on to state that this may often arise in the context of co-commissioning of primary care, particularly with regard to delegated commissioning, where GPs are current or possible providers. The guidance provides a procurement template which sets out factors that the CCG should address when drawing up their plans to commission general practice services. The guidance expects the use of this template to help the CCG in providing evidence of their deliberations on conflicts of interest. This Annex is attached to this Framework at Annex A
- 6.18 The guidance goes on to set out that the relevant information from that procurement template in Annex A should be used to complete the Register of Procurement Decisions.
- 6.19 The guidance goes on to state that although it is not a requirement to keep a register of services that may be procured in the future, it is good practice to ensure planned service developments and possible procurements are transparent and available for the public to see.

Practical ways to manage conflicts of interest in procurement processes

- 6.20 The CCG may consider doing any or all of the following non-exhaustive list of options to manage/prevent conflicts of interest:
- 6.20.1 ensuring anyone with an actual or perceived conflict of interest is not involved in any aspect of the procurement process (from planning through to contract management);
 - 6.20.2 having information barriers in places so that people with actual or perceived conflicts of interest do not have access to information in relation to the procurement process;
 - 6.20.3 anonymising responses from bidders so that evaluators are unaware as to who they are scoring;
 - 6.20.4 only providing conflicted individuals with aspects of bids that they need to score (such as clinical information rather than financial for example);
 - 6.20.5 having a number of evaluators and averaging out scores so as to minimise the risk of perceived or actual bias impacting on scores.

Declarations of Interest for Bidders/Contractors

- 6.21 The NHS England Conflicts of Interest Statutory Guidance provides that as part of a procurement process, it is good practice to ask bidders to declare any conflicts of interest. When a bidder declares a conflict, the CCG needs to decide how best to deal with it to ensure that no bidder is treated differently to any other and that the CCG complies with its procurement obligations under the PCR 2015 and the NHS Regulations.

7. Record Keeping Obligations

- 7.1 The CCG has various record keeping obligations arising out of its award of contracts. These are set out in the table below:

Requirement	Relevant legislation/ statutory guidance
The CCG is required to maintain a record of how the contract that has been awarded complies with the CCG's duties to exercise its functions effectively, efficiently and economically and with a view to improving services and delivering more integrated care.	NHS Act 2006 (under sections 14Q, 14R and 14Z1 of the NHS Act 2006 for contracts awarded with or without a competition)
Maintain a record of: <ul style="list-style-type: none"> • the name and address of the CCG, the subject matter (including a description of the services) and value of the contract; • the names of the selected candidates (shortlisted organisations) or tenderers (organisations who submitted a bid) and the reason for their selection; • the names of the rejected candidates or tenderers and the reasons for their rejection; • the reasons for rejection of tenders found to be abnormally low; • the name of the successful tenderer and the reasons why its tender was selected and where known, the share (if any) of the 	Regulation 84 of the PCR 2015 and Regulation 9 of the NHS Regulations for contracts awarded with or without a competition

Requirement	Relevant legislation/ statutory guidance
<p>contract which the successful tenderer intends to sub-contract to third parties and the name of the main contractor sub-contractors;</p> <ul style="list-style-type: none"> • the start and end date of the contract; • if competitive procedures with negotiation and competitive dialogue were used, the justification for using those procedures; • where the negotiated procedure without prior publication of an advert was used, the justification for the use of that procedure – an example of such justification would be where competition is absent for technical reasons so there is only one capable provider; • where applicable, the reasons why the CCG has decided not to award a contract; • where applicable, the reasons why means of communication other than electronic means have been used; • where applicable, any conflicts detected and subsequent measures taken. 	
<p>The CCG is under an obligation to maintain a Register of Procurement Decisions for the procurement of a new service or any extension or material variation to a current contract. The CCG has to record:</p> <ul style="list-style-type: none"> • the details of the decision; • who was involved in making the decision (including the name of the CCG clinical lead, the CCG contract manager, the name of the decision making committee and the name of any other individuals with decision-making responsibility); • a summary of any conflicts of interest in relation to the decision and how this was managed by the CCG; and • the award decision taken. <p>The Register of Procurement Decisions must be updated whenever a procurement decision is taken. The Register of Procurement Decisions should be made publicly available and easily accessible to patients and the public by:</p> <ul style="list-style-type: none"> • ensuring that the register is available in a prominent place on the CCG's website; and • making the register available upon request for inspection at the CCG's headquarters 	<p>NHS England Conflicts of Interest Statutory Guidance</p>

8. CCG Procurement Principles

8.1 The CCG will develop and procure services in line with the its five-year Strategic Plan.

- 8.2 The Strategic Plan will be refreshed and developed with all key stakeholders, and reflect the needs of the local populations as agreed through the local health and well being board and be subject to public scrutiny.
- 8.3 Procurement decisions will be made by the Clinical Executive Committee, or the Clinical Strategy Committee or the Primary Care Commissioning Committee or the Governing Board, subject to the CCG's Scheme Reservation and Delegation.
- 8.4 The Governing Board and the Primary Care Commissioning Committee meet in public (except where it is necessary for business to be discussed in private). Where possible, procurement decisions taken by these fora will be dealt with during meetings held in public.

9. Governance Arrangements

- 9.1 All procurement decisions will be made in accordance with the CCGs Scheme of Reservation and Delegation and the CCG's Governance Model.
- 9.2 All procurement decisions relating to the provision of primary medical care will be taken by the Clinical Executive Committee or the Primary Care Commissioning Committee.

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ANNEX A

Procurement Checklist (the NHS England Conflicts of Interest Statutory Guidance states that this checklist should be used when commissioning GP services)

Service:	
Question	Comment/ Evidence
1. How does the proposal deliver good or improved outcomes and value for money – what are the estimated costs and the estimated benefits? How does it reflect the CCG’s proposed commissioning priorities? How does it comply with the CCG’s commissioning obligations?	
2. How have you involved the public in the decision to commission this service?	
3. What range of health professionals have been involved in designing the proposed service?	
4. What range of potential providers have been involved in considering the proposals?	
5. How have you involved your Health and Wellbeing Board(s)? How does the proposal support the priorities in the relevant joint health and wellbeing strategy (or strategies)?	
6. What are the proposals for monitoring the quality of the service?	
7. What systems will there be to monitor and publish data on referral patterns?	
8. Have all conflicts and potential conflicts of interests been appropriately declared and entered in registers?	
9. In respect of every conflict or potential conflict, you must record how you have managed that conflict or potential conflict. Has the management of all conflicts been recorded with a brief explanation of how they have been managed?	
10. Why have you chosen this procurement route e.g., single action tender? ⁴	
11. What additional external involvement will there be in scrutinising the proposed decisions?	
12. How will the CCG make its final commissioning decision in ways that preserve the integrity of the decision-making process and award of any contract?	
Additional question when qualifying a provider on a list or framework or pre selection for	

⁴ Taking into account all relevant regulations (e.g. the NHS (Procurement, patient choice and competition) (No 2) Regulations 2013 and guidance (e.g. that of Monitor).

tender (including but not limited to any qualified provider) or direct award (for services where national tariffs do not apply)	
13. How have you determined a fair price for the service?	
Additional questions when qualifying a provider on a list or framework or pre selection for tender (including but not limited to any qualified provider) where GP practices are likely to be qualified providers	
14. How will you ensure that patients are aware of the full range of qualified providers from whom they can choose?	
Additional questions for proposed direct awards to GP providers	
15. What steps have been taken to demonstrate that the services to which the contract relates are capable of being provided by only one provider?	
16. In what ways does the proposed service go above and beyond what GP practices should be expected to provide under the GP contract?	
17. What assurances will there be that a GP practice is providing high-quality services under the GP contract before it has the opportunity to provide any new services?	

Template: Procurement decisions and contracts awarded

Ref No	Contract / Service title	Procurement description	Existing contract or new procurement (if existing include details)	Procurement type – CCG procurement, collaborative procurement with partners	CCG clinical lead (Name)	CCG contract manager (Name)	Decision making process and name of decision making committee	Summary of conflicts of interest noted	Actions to mitigate conflicts of interest	Justification for actions to mitigate conflicts of interest	Contract awarded (supplier name & registered address)	Contract value (£) (Total) and value to CCG	Comments to note

To the best of my knowledge and belief, the above information is complete and correct. I undertake to update as necessary the information.

Signed:

On behalf of:

Date:

Please return to **<insert name/contact details for team or individual in CCG nominated for procurement management and administrative processes>**

ANNEX B

Template Register of Procurement Decisions and contracts awarded

Contract/ Service title	Procurement description	Existing contract or new procurement (if existing include details)	Procurement type – CCG procurement, collaborative procurement with partners	CCG clinical lead	CCG contract manager	Decision making process and name of decision making committee	Summary of conflicts of interest declared and how these were managed	Contract awarded (supplier name & registered address)	Contract value (£) (Total)	Contract value (£) to CCG