

## Community Diagnostic Centres (CDC) – Framework Buying Guide

<b>Area of Business</b>	Healthcare Services
<b>Target Audience</b>	NHS Trusts and NHS Foundation Trusts providing acute services; Clinical Commissioning Groups (and successor Integrated Commissioning Boards); NHS England as commissioner of specialised services
<b>Applicable Sectors</b>	National Health Service
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<b>Framework Reference Number</b>	NHS England – AGEM – 44791
<b>Project Stakeholders</b>	NHS England Regional Teams NHS Trusts and NHS Foundation Trusts Clinical Commissioning Groups
<b>Framework Duration</b>	The term of the Framework Agreement and therefore appointment onto the Framework will be for a maximum period of 3 years with the option to extend it for up to a further 2 years.

### Version Control

Revision Date	Summary of Changes	Version No	Author
10/09/2021 – 24/11/21	Initial Draft, refinement & various stakeholder inputs	0.1 – 0.11	MT
13/01/22	Final version following Legal review (DACB)	1	MT

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## 1. NHS England - CDC Vision Statement

*Community Diagnostic Centres (CDC) will deliver additional, digitally connected, diagnostic capacity in England, providing all patients with a coordinated set of diagnostic tests in the community, in as few visits as possible, enabling an accurate and fast diagnosis on a range of a clinical pathways.*

**Note – The procurement documents were released under the title of Community Diagnostic Hubs. From the 1<sup>st</sup> October 2021 NHS England now refer to the project as Community Diagnostics Centres (“CDC”).**

## 2. Scope of the Framework

As a minimum, the following tests should be provided in a CDC (i.e. the four modalities):

- **Imaging:** CT, MRI, Ultrasound, Plain X-Ray
- **Physiological measurement:** Electrocardiogram (ECG), including 24 hour and longer tape recordings of heart rhythm monitoring, ambulatory blood pressure monitoring, echocardiography (ECHO), oximetry, spirometry including reversibility testing for inhaled bronchodilators, Fractional exhaled nitric oxide (FeNO), exhaled carbon monoxide, full lung function tests, blood gas analysis via Point of Care Testing (POCT), simple field tests (e.g. six min walk test), issuing of multichannel equipment for recording home ‘limited’ sleep studies.
- **Pathology:** phlebotomy, Point of Care Testing, simple biopsies, NT-Pro BNP, urine testing and D-dimer testing
- **For larger CDCs only - Endoscopy services** including gastroscopy, colonoscopy and flexi sigmoidoscopy.

This Framework is set up for NHS England, NHS Trusts, NHS Foundations Trusts and Clinical Commissioning Groups (including successor Integrated Commissioning Boards) (each a “**Contracting Authority**”) to call off from the Community Diagnostic Centres Framework (the “**Framework**”).

The structure of the Framework allows either the full End to End CDC services (i.e. all four modalities listed above, or excluding endoscopy), or part or all of one or more modalities out of the four. It is also an option for an NHS provider to source a provider for any additional services within the CDC that they can partly provide themselves.

## 3. Aim of this Buying Guide

This document is to be used as a guide for the **Contracting Authority** to call off from the Framework.

The guidance is structured into a three-step process (Shortlist, Confirm, Award):

- Step 1: Use the CDC On-line Database to **SHORTLIST** relevant Framework Providers.
- Step 2: Use the Direct Award or Mini-Comp Templates to **CONFIRM** with shortlisted Framework Providers if they can meet the requirement.

Step 3: Use the NHS Standard Contract or Sub-Contract Templates to **AWARD**.

## 4. Considerations

Prior to commencing any process against this Framework, Contracting Authorities must ensure there are no conflicts of interest at the start and during this process.

### 4.1 Due Diligence

Contracting Authorities that intend to use the Framework must ensure appropriate due diligence is undertaken to satisfy themselves that Framework Providers are able to meet their local requirements before awarding any call-off contract.

### 4.2 Facility

A CDC is a free standing, digitally connected, multi-diagnostic facility that can be combined with mobile/ temporary units. CDC provision should be located separately from the main acute hospital facilities.

Archetypes are defined in Annex 6 - CDC facility archetypes.

Note – The CDC On-line Database mirrors the procurement aims that it's for local consideration on where a CDC is to be hosted. e.g. NHS Real-estate or provider premises. Premises are not included in this Framework and therefore must be sourced outside of this process.

### 4.3 Modalities

When bidders applied to be on this Framework, they were able to bid for one or more of the following options:

- End to End (incl. endoscopy) – i.e., the full combination of Imaging, Pathology, Physiological Measurement and Endoscopy)
- End to End (excl. endoscopy) – i.e., the full combination of Imaging, Pathology and Physiological Measurement)
- Imaging
- Pathology
- Physiological Measurement
- Endoscopy

Upon entering the CDC On-line Database, you will be presented with five options:

- All of the services listed below
- All Core Services (which are set out in Annex 1)
- Core plus additional services
- End-to-end incl. Endoscopy
- End to End excluding Endoscopy

Depending upon the requirements of the Contracting Authority, a simple CDC On-line Database selection process can be followed to identify the Framework Providers who are able to potentially perform those services.

## 5. Models of service

*Insourcing* – is permissible under this Framework.

To ensure Contracting Authorities are clear on what constitutes an insourcing arrangement, an explanation is provided below.

- Provision of staff by an organisation to carry out clinical activity at a Trust's premises providing NHS services to Trust patients using Trust equipment, resources and systems.
- An insourcing organisation may potentially use some of its own equipment, resources and systems.
- Insourcing has often been used to enable a Trust's theatres to be used when they would not otherwise be used, e.g. nights or weekends.
- Insourcing organisations often rely on the Trust's CQC registration for the activity regardless of whether the organisation has its own registration or not

The key feature of an insourcing arrangement is use of the Trust's premises. Please note however that not all use of Trust premises is automatically considered insourcing. A Framework Provider may have a long-term lease of a previously unused part of a Trust's campus and be employing its own staff, using its own equipment, operating under its own CQC registration listing those specific premises and having patients referred to it and to which it provides contracted NHS services. This arrangement is unlikely to be considered insourcing.

## 6. Supplies of CDC goods and equipment

### **This is out of scope of the Framework**

This includes arrangements whereby a Trust is seeking to hire CDC equipment, based on a day rate, to be used by Trust staff on Trust premises. This can be sourced elsewhere (e.g. NHS Supply Chain – See Annex 7).

## 7. Query Management

Contact details for queries relating to the Framework are as follows:

Framework Management: please email: **agem.cdcframework@nhs.net**

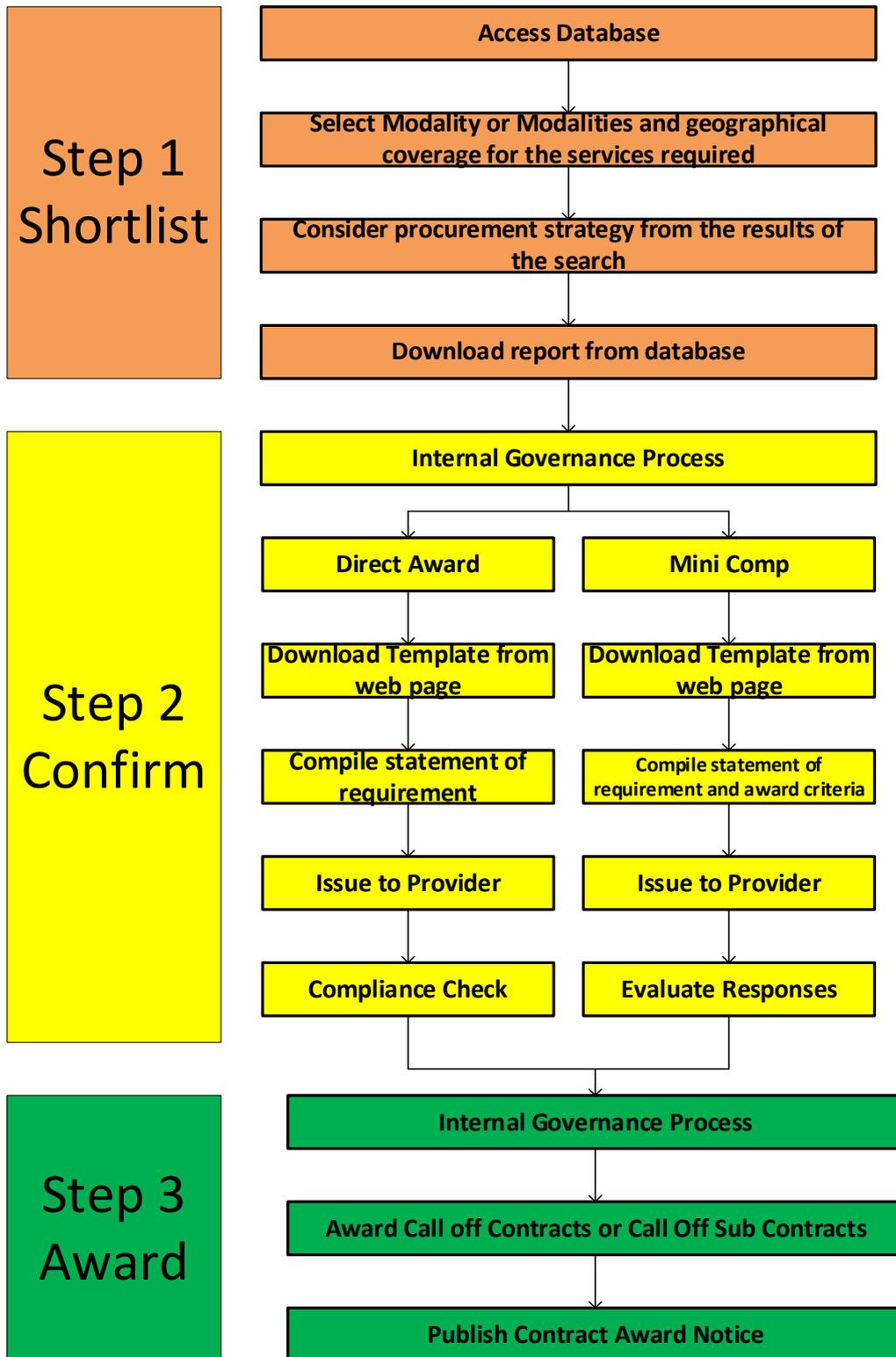
Framework Database: please e-mail: **support@adviseinc.co.uk**

## 8. Call-off Process

The process for calling off against this Framework is summarised in Diagram 1 below, with a detailed explanation below the diagram.

### 8.1 Diagram 1: Flowchart of Step-by-Step process

## CDC – FLOWCHART OF STEP PROCESS



## 8.2 Step One : SHORTLIST

### 8.2.1 Framework Provider Database

The approved Framework Providers are listed in the CDC On-line Database by modalities and geographical coverage.

The web link below will enable Contracting Authorities to register system users to access the CDC On-line Database.

<http://www.cdcframework.co.uk>

***The information in the CDC On-line Database is intended to be shared with CCGs, NHS Trusts and NHS Foundation Trusts only for the purposes of the operation of the Framework. Certain information contained in the CDC On-line Database is confidential. This information is being shared with CCGs, NHS Trusts and NHS Foundation Trusts in confidence. Where CCGs, NHS Trusts and NHS Foundation Trusts obtain such information from the CDC On-line Database, they may disclose the information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority.***

### 8.2.2 Pricing

The Framework includes prices and any discounts offered by a Framework Provider in respect of Services for which the National Tariff specifies a national price and/or a best practice tariff and other non-mandatory published rate (for convenience all referred to in this guide as a “National Price”). Where there is a National Price for a Service or Services, they are termed “Nationally Priced Services” in this guide. Where Services are not subject to a National Price, these are referred to in this guide as “Locally Priced Services”. Further detail on Nationally Priced and Locally Priced Services is included at Annex 2.

**PLEASE NOTE: CONTRACTING AUTHORITIES MUST ENSURE THE PRICING THEY AGREE AT CALL-OFF STAGE IS IN LINE WITH THE PUBLISHED NATIONAL TARIFF BEFORE CALLING OFF UNDER THE FRAMEWORK**

## **8.3 Step Two: CONFIRM**

### **8.3.1 Call-Off Process**

A Contracting Authority is able to award a contract or sub-contract (see “Call-off Contract and Sub-Contracts” section of this guide for an explanation of this) to a Framework Provider by a direct award or by undertaking a mini-competition, as set out in this section.

**To support Contracting Authority’s all template forms are available via the dedicated website.**

**<https://www.ardengemcsu.nhs.uk/cdcf>**

**A template Direct Award form can be used to provide and request information from an identified Framework Provider. A template Mini-Competition form can be used to launch a mini-competition with identified Framework Providers.**

#### **8.3.1.1 Circumstances in which direct award can be used**

- 1) Throughout the entire term of the Framework, Contracting Authorities can place NHS Standard Contracts or Sub-Contracts (as appropriate) for Nationally Priced Services by direct award and follow the direct award call off process if any of the following three situations apply:
  - a. Where the CDC On-line Database identifies only one Framework Provider capable of meeting the Contracting Authority’s needs based upon the selected modalities;
  - b. Where the CDC On-line Database identifies more than one Framework Provider, the Contracting Authority may follow the direct award call off process with only one identified Framework Provider but only where the Contracting Authority is capable of identifying (on information available through the Framework or publicly available), that such relevant Framework Provider is the only Framework Provider from the list identified which is objectively capable of meeting its needs for technical reasons or for reasons connected with the protection of exclusive rights;
  - c. Where a Contracting Authority initiates a mini competition under the Framework with more than one Framework Provider but receives no bids or suitable bids, it may negotiate directly and further with one or more Framework Providers, provided that

the initial Statement of Requirements is not substantially altered from that initially produced.

#### 8.3.1.2 Process for direct award

The process to be followed where one or more Contracting Authorities intend to award an NHS Standard Contract or Sub-Contract by direct award is set out below:

- 1) The Contracting Authority will develop a clear statement detailing its requirements for the provision of the Services (“**Statement of Requirements**”).
- 2) The Contracting Authority will send a populated version of the NHS Standard Contract (full length version) Particulars or a populated version the NHS Standard Contract template Sub-Contract (full length version) (as appropriate), reflecting the Statement of Requirements, to the Framework Provider. This should be accompanied by a request for the Framework Provider to provide specific information to enable the Contracting Authority to finalise the NHS Standard Contract or Sub-Contract. The template Direct Award form contains the information most likely to be requested and can be downloaded from the dedicated website ([www.ardengemcsu.nhs.uk/cdcf](http://www.ardengemcsu.nhs.uk/cdcf)). Contracting Authorities will need to request all information necessary to finalise the NHS Standard Contract or Sub-Contract. It is preferable for Contracting Authorities to request the information and add it themselves to the NHS Standard Contract or Sub-Contract as this enables the Contracting Authority to retain version control over the NHS Standard Contract or Sub-Contract.
- 3) On receipt of the populated version of the NHS Standard Contract or Sub-Contract and any request for information, the Framework Provider must promptly indicate to the Contracting Authority whether it is able to accept the NHS Standard Contract or Sub-Contract and any information required by the Contracting Authority to finalise it.

#### 8.3.1.3 Circumstances in which a mini competition can be undertaken

- 1) Throughout the entire term of the Framework, Contracting Authorities will have the option to undertake a mini competition for an NHS Standard Contract or Sub-Contract (as appropriate) for Nationally Priced Services or Locally Priced Services.
- 2) Contracting Authorities should note that where a Contracting Authority is seeking to procure Services by unbundling the National Price, a mini competition is required to determine the final price. See Annex 5 for more information on unbundling.

#### 8.3.1.4 Process for mini competition

The process to be followed where Contracting Authorities intend to award an NHS Standard Contract or Sub-Contract by undertaking a mini competition is set out below:

- 1) The Contracting Authority will develop a clear Statement of Requirements setting out its requirements for the Services.
- 2) The Contracting Authority will identify the Framework Providers capable of supplying the Services from the CDC On-line Database using the available search facility.
- 3) The Contracting Authority will develop the mini-competition award criteria which may be any of, or a combination of any of, the following:
  - quality of the Services as determined by the Contracting Authority;
  - accessibility of the Services to a patient/group of patients;
  - experience of the clinical team providing the Services;
  - capacity/availability of Services;
  - local factors which are proportionate and relevant to the Services; and/or
  - for Nationally Priced Services, discounts on any relevant National Price and for Locally Priced Services, price (which can include a maximum price and/or a fixed price set by the Contracting Authority).
- 4) The Contracting Authority will invite responses by conducting a mini-competition process. The template Mini-Competition form can be tailored and used as the invitation to submit responses. The form and timetable of that process can be determined by the Contracting Authority but must include inviting the Framework Providers identified above to submit a response for the proposed NHS Standard Contract/Sub-Contract. The invitation should be accompanied by a populated version of the NHS Standard Contract (full length version) Particulars or a populated version of the template Sub-Contract (full length version) (as appropriate), reflecting the Statement of Requirements.
- 5) The Contracting Authority will apply the mini-competition award criteria to compliant responses as the basis of its decision to award the proposed NHS Standard Contract/Sub-Contract.

#### 8.3.2 Financial Standing

Contracting Authorities may want identified Framework Providers to confirm that the financial standing requirements tested during the procurement of the Framework continue to be satisfied. Where a Contracting Authority intends to directly award an NHS Standard Contract or Sub-Contract, this confirmation can be specifically requested as part of the

request for information. Where a Contracting Authority intends to launch a mini competition, this confirmation can be built into the invitation to submit responses.

## **8.4 Step Three: AWARD**

### **8.4.1 Call-Off Contracts and Sub-Contracts**

For the purposes of calling off the Framework, Contracting Authorities must consider the following:

- 1) All call-off contracts and sub-contracts are new agreements and cannot be an extension of or variation to an existing contract or sub-contract.
- 2) All relevant internal governance processes must be complied with prior to any call-off contract awards being agreed.
- 3) All call-off contracts and sub-contracts entered into pursuant to the Framework must be in the form of the latest published version of:
  - a. the NHS Standard Contract - if the Contracting Authorities calling off are one or more CCGs and/or NHS England; or
  - b. the Template Sub-Contract to the NHS Standard Contract - if the Contracting Authorities calling off are one or more NHS Trusts and/or NHS Foundation Trusts.
- 4) An NHS Trust or NHS Foundation Trust cannot be a “Commissioner” under an NHS Standard Contract, and a CCG or NHS England cannot be a “Head Provider” under a Sub-Contract. It is not possible for a mixture of commissioning bodies (CCGs and/or NHS England) and NHS providers (Trusts and/or FTs) to be purchasers under the same arrangement, because they are performing different statutory functions.
- 5) As part of the process for being accepted onto the Framework, each Framework Provider has confirmed acceptance of the terms of the NHS Standard Contract and the Template Sub-Contract.
- 6) The NHS Standard Contract is published in full-length and shorter-form versions. The full-length version is appropriate for all Services under the Framework and must be used by CCGs and by NHS England when calling off the Framework.
- 7) The Template Sub-Contract is published in full-length and shorter-form versions. Any call-off of Services by a NHS Trust or NHS Foundation Trust will involve placing a sub-contract in accordance with the terms of the (full length) NHS Standard Contract(s) which that NHS Trust or NHS Foundation Trust has in place with its commissioners, including the requirement for the consent of the co-ordinating commissioner (see GC12 of the NHS Standard Contract). The Template Sub-Contract (full-length version) must be used by NHS Trusts and Foundation Trusts when calling off the Framework.
- 8) The Contracting Authority must not agree to any request from a Framework Provider:

- a. that a local designed agreement or the Framework Provider's own terms and conditions apply in place of the NHS Standard Contract or Template Sub-contract; or
  - b. to vary any provision of the NHS Standard Contract except (after it has been awarded) as permitted by General Condition 13 (Variations).
- 9) An Activity Reporting Guidance document is set out at **Annex 3** of this guide. The Contracting Authority must consider if any activity reporting as set out in the Activity Reporting Guidance document is required under the call-off contract or sub-contract (in addition to any other reporting requirements set out in the call-off contract or sub-contract). If such activity reporting is required, it must be incorporated into the call-off contract or sub-contract. Framework Providers are required by the Framework Agreement to:
- not refuse the inclusion of such activity reporting in the call-off contract or sub-contract; and
  - assist in including such activity reporting in the call-off contract or sub-contract.
- 10) Contracting Authorities should satisfy themselves that the Framework Provider to whom they intend to award a contract has appropriate indemnity arrangements in place. This can be achieved by requiring provision of appropriate documentation prior to signature of the contract/sub-contract or by use of a condition precedent within the contract/sub-contract.
- 11) Contracting Authorities must consider how price should be treated in the NHS Standard Contract and the Template Sub-contract. **Annex 4** provides further information on how price should be treated under certain circumstances.
- 12) When completing the NHS Standard Contract or the Template Sub-contract for a specific call-off, the Contracting Authority must ensure it contains:
- the requirements as set out in the Contracting Authority's Statement of Requirements;
  - any activity reporting requirements set out in the Reporting Guidance document set out at **Annex 3** of this guide.
  - the Framework Provider's response to the mini-competition process (where relevant);
  - the prices payable including any discount to a National Price and the relevant MFF (if applicable).

The web links to the full-length version of the NHS Standard Contract:

<https://www.england.nhs.uk/nhs-standard-contract/21-22/full-length-nhs-standard-contract-2021-22-particulars-service-conditions-general-conditions/>

Technical guidance

<https://www.england.nhs.uk/publication/nhs-standard-contract-technical-guidance/>

Template Sub-Contract

<https://www.england.nhs.uk/nhs-standard-contract/21-22/nhs-standard-contract-2021-22-sub-contracts/>

**The eContract system hosts both the full-length and shorter-form Contracts and allows tailoring of the contract to reflect the specific services provided.**

**The eContract system can be accessed at the following web link: <https://www.econtract.england.nhs.uk/Home/>**

**If you have a query on the eContract system, please email: [England.econtract@nhs.net](mailto:England.econtract@nhs.net)**

## 9. Framework Guidance

### 9.1 Audit

Contracting authorities are required to retain all relevant procurement, contract and governance documents in relation to commissioning of services in accordance with their Standing Financial Instructions

### 9.2 Call off Contracts (Duration)

The length of call-offs under framework agreements are not specifically limited by the Public Contracts Regulations 2015. The length of call-offs, as with other contracts, should be appropriate to the purchases in question and should reflect value for money considerations.

It may be the case that individual call-offs extend beyond the term of the Framework itself. However, this should not be done in order to circumvent the Public Contracts Regulations 2015.

For example, it might be difficult to justify a forty-eight-month call-off, very near the end of the Framework itself, where the normal pattern for the CDC services in question had been for such call-offs to last for twenty-four months at a time.

### 9.3 Care Quality Commission

All Framework Providers approved under this Framework have qualified having indicated their CQC registration as part of the Framework procurement process.

All Framework Providers are required to inform NHS England of any changes (Framework Agreement Clause 15.2) relating to registration status.

### 9.4 Contract Award Notice

Is a Contracting Authority required to issue a contract award notice following the award of a call-off Contract pursuant to the Framework?

It is NHS England's view that a contract award notice must be issued in respect of a call-off contract where the contract is for "Social and Other Specific Services" as is the case in respect of this Framework. We note that there is a general obligation under Regulation 75(3) of the Public Contracts Regulations 2015 to issue contract award notices for all contracts entered into for "Social and Other Specific Services".

Please note that the above is an opinion of NHS England – it is not a clarification. Each Contracting Authority must obtain its own legal advice on its obligations under the procurement legislation and must not rely on the above opinion of NHS England. NHS England does not accept any responsibility or liability for any loss or damage caused to a Contracting Authority or any third party as a result of reliance on the above information and / or for failure to obtain own legal advice in respect of this matter.

### 9.5 EACV and payments on account

Where parties to a proposed call-off contract have agreed an Indicative Activity Plan and can from that extrapolate an agreed Estimated Annual Value, they may document that EACV in their call-off contract, and the Contracting Authority may agree to make payments on account

on the basis of that EACV. The relevant provisions of SC36 indicated as “EACV agreed” will then apply.

## 9.6 Equipment

NHS Supply Chain framework agreement offers the NHS the ability to draw down capital equipment to provide a CDC. Please also see Annex 7.

How NHS Supply Chain is able to support CDCs

NHS Supply Chain Category Tower 7 (Large Diagnostic Capital Equipment Including Mobile and Services) offers a variety of support to enable Community Diagnostic Centre (CDCs) to plan, procure, finance and maintain medical equipment. This includes equipment required in the delivery of radiology, imaging and endoscopy services that features within CDCs. Tower 7 provides a compliant route to market for the NHS offering a variety of services that deliver savings. The team is able to support CDCs in a variety of different ways:

- **Planning:** Tower 7 can support CDCs to understand their equipment needs, plan and manage their procurement and support ongoing replacement. They have a team of capital planning specialists that work directly with the NHS to establish equipment plans, support business case approval processes and project manage the delivery of equipment plans.
- **Procurement of equipment:** Tower 7 has frameworks covering the radiology, imaging and endoscopy equipment that has been specified for inclusion in a CDC. This includes CT, MRI, Ultrasound, Plain X-Ray, DEXA, Digital Mammography and Endoscopy equipment. They have further frameworks that can provide peripheral products which may be required in the implementation for supporting services such as patient monitoring, bladder scanners and decontamination equipment. The team of over 30 buying specialists work with over 100 suppliers and all NHS trusts to enable the delivery of savings through a variety of procurement methods. The team also work with staff to define equipment specifications as well as support equipment evaluations
- **Financing:** Tower 7 has a Finance Solutions Framework which is able to facilitate leases and loans for Medical and Non-Medical equipment. There is also the possibility to include Turnkey, Maintenance and Software into a lease. The panel of 13 lessors are well established in the market and we have transacted most types of equipment from Ultrasound, CT & MRI scanners to Mobile phones and modular buildings.
- **Maintenance:** Tower 7 has framework agreements for maintenance services covering of all essential equipment included in a CDC. This includes a range of OEM and third party maintenance providers. The team is able to help CDCs to procure the right contracts providing a range of solutions to deliver cash releasing savings.
- **Mobile and Strategic Services:** Tower 7 has a Mobile & Strategic Clinical Solutions (MSCS) Framework that offers CDC's access to managed services which provide fully bespoke clinical solutions within an Imaging or Theatre environment. The framework can cover all the services required by a CDC; CT, MRI, Ultrasound, Plain X-Ray, DEXA, Cath Labs, Endoscopy, Cardiorespiratory, Pathology, Audiology, Ophthalmology
- **Medical IT:** Tower 7's Medical IT Departmental Software and Hardware Solutions Framework offers a range of digital solutions to enable CDCs to manage data both internally and across regional or national networks.

## 9.7 Framework duration

The term of the Framework is from 13<sup>th</sup> December 2021 until 12<sup>th</sup> December 2024, with the option to extend for a further 24 months.

## 9.8 Information Technology

Information technology has been captured as part of the procurement process. As part of any call-off contracts Contracting Authorities must ensure before commissioning services that the relevant Framework Provider(s) have the necessary ICT infrastructure (See Annex 3 for reporting requirements).

## 9.9 Insurances

Insurances such as:

Employer's (Compulsory) Liability Insurance = £5,000,000

Public Liability Insurance = £10,000,000

Professional Indemnity Insurance = £5,000,000

Product Liability Insurance = £5,000,000

have been confirmed by way of self-certification by Framework Providers as part of the Framework procurement process.

The confirmation undertaken on behalf of NHS England is only valid at the time of the Framework procurement process . **Further due diligence checks at call off stage should be undertaken by Contracting Authorities.**

## 9.10 Location

The Contracting Authority calling off the Framework will identify to the potential Framework Provider the location of the proposed CDC. This will need to be added to all contract documentation and audited accordingly.

## 9.11 Market Forces Factor (MFF)

MFF applies to these services and is applicable to the nearest NHS Trust or NHS Foundation Trust as identified in tab 13 of Proposed 2021/22 national tariff workbook

([https://www.england.nhs.uk/wp-content/uploads/2021/03/21-22NT\\_Annex-DtA\\_revised.xlsx](https://www.england.nhs.uk/wp-content/uploads/2021/03/21-22NT_Annex-DtA_revised.xlsx)).

The nearest NHS Trust or NHS Foundation Trust will be identified on the basis of the shortest straight-line distance from the location of the CDC. Please also see Annex 2 Pricing.

## 9.12 Mobilisation

The Framework procurement process asked Framework Providers to identify mobilisation aspects as part of their bid. Contracting Authorities will need to conduct further due diligence checks at call off stage to assure themselves of capability to deliver the services in the timescales required.

## 9.13 Professional Registration

Each modality requires that the Framework Provider holds the relevant modality professional registration. The procurement process has indicated that Framework Providers either have in place or are working towards the relevant modality registration. **As part of any call-off contracts, Contracting Authorities must ensure during the call-off process that the relevant Framework Provider(s) have the necessary professional registration. Framework Providers are required by the Framework Agreement to have gone through the following Key CDC accreditation within two years of operation of a CDC, if such accreditation is not currently in place.**

## Key CDC accreditation

Area	Standard
Imaging	Quality Standards for Imaging (QSI) imaging-services-accreditation
Pathology	Demonstrates compliance to the Medical Laboratory Accreditation (ISO 15189) in conjunction with the local network Aspire to Point of Care Testing (ISO 22870)
Physiological Measurement Services	Improving Quality in Physiology Services (IQIPS) iqips-standards Other societal standards e.g., British Society of Echocardiology (BSE) accreditation
Endoscopy	Spirometry certification ARTP Joint Advisory Group in GI (JAG) accreditation

### 9.14 Reporting Requirements

Please refer to the specification requirements as outlined in Annex 3.

### 9.15 Specific CDC Services

The CDC On-line Database functionality allows searches for the configuration that Contracting Authorities require including the ability to specifically pick single HRGs.

### 9.16 Social Value

As part of the Framework procurement process, NHS England undertook a social value assessment as required by Procurement Policy Note 06/20.

Contracting Authorities are not required to undertake an assessment, but NHS England recommends that any mini competition considers the principles of PPN 06/20.

## 10. Glossary

<b><i>Term</i></b>	<b><i>Description</i></b>
<b>CT</b>	Computed tomography scan is a medical imaging technique used in radiology to get detailed images of the body noninvasively for diagnostic purposes
<b>CDC</b>	A Community Diagnostic Centre
<b>Framework Agreement</b>	The agreement between a Framework Provider and NHS England that, among other matters, sets out the terms governing call-off contracts for Services awarded during the duration of the Framework
<b>Framework Provider</b>	An organisation that has been awarded a Framework Agreement to provide all or part of the Services
<b>MRI</b>	Magnetic resonance imaging is a medical imaging technique used in radiology to form pictures of the anatomy and the physiological processes of the body
<b>NHS</b>	National Health Service
<b>PPN</b>	Procurement Policy Note.  A notification from central government of policy adoption relating to public sector procurement.
<b>Service(s)</b>	Diagnostic services as identified in the specification issued as part of the Framework procurement process

## 11. ANNEXES

### Annex 1 - Services by definition

#### Core Services

##### **Endoscopy**

- Combined Upper and Lower Gastrointestinal Tract Diagnostic Endoscopic Procedures
- Combined Upper and Lower Gastrointestinal Tract Diagnostic Endoscopic Procedures with Biopsy, 19 years and over
- Combined Upper and Lower Gastrointestinal Tract Therapeutic Endoscopic Procedures
- Cystoscopy
- Diagnostic Endoscopic Upper Gastrointestinal Tract Procedures, 19 years and over
- Diagnostic Endoscopic Upper Gastrointestinal Tract Procedures with Biopsy, 19 years and over
- Diagnostic Flexible Sigmoidoscopy, 19 years and over
- Diagnostic Flexible Sigmoidoscopy with Biopsy, 19 years and over
- Diagnostic or Therapeutic, Rigid Sigmoidoscopy, 19 years and over
- Digital Rigid Sigmoidoscopy
- Intermediate Endoscopic Bladder Procedures
- Intermediate Endoscopic Ureter Procedures, 19 years and over
- Nasendoscopy
- Therapeutic Flexible Sigmoidoscopy, 19 years and over
- Wireless Capsule Endoscopy, 19 years and over

##### **Imaging**

- Complex Computerised Tomography Scan
- Computerised Tomography Colonoscopy
- Computerised Tomography Scan of more than Three Areas
- Computerised Tomography Scan of One Area, without Contrast, 19 years and over
- Computerised Tomography Scan of One Area, with Post-Contrast Only, 19 years and over
- Computerised Tomography Scan of One Area, with Pre- and Post-Contrast
- Computerised Tomography Scan of Three Areas, with Contrast
- Computerised Tomography Scan of Three Areas, without Contrast
- Computerised Tomography Scan of Two Areas, with Contrast
- Computerised Tomography Scan of Two Areas, without Contrast
- Data Invalid for Grouping
- Dexa Scan
- Magnetic Resonance Imaging Scan of more than Three Areas
- Magnetic Resonance Imaging Scan of One Area, without Contrast, 19 years and over
- Magnetic Resonance Imaging Scan of One Area, with Post-Contrast Only, 19 years and over
- Magnetic Resonance Imaging Scan of One Area, with Pre- and Post-Contrast
- Magnetic Resonance Imaging Scan of Two or Three Areas, with Contrast
- Magnetic Resonance Imaging Scan of Two or Three Areas, without Contrast
- Magnetic Resonance Imaging Scan Requiring Extensive Patient Repositioning
- Ultrasound Elastography
- Ultrasound Scan with duration of 20 minutes and over, with Contrast

- Ultrasound Scan with duration of 20 minutes and over, without Contrast
- Ultrasound Scan with duration of less than 20 minutes, with Contrast
- Ultrasound Scan with duration of less than 20 minutes, without Contrast
- X-ray (plain radiography)

### **Pathology**

- Phlebotomy: The collection of venous blood samples using approved collection devices and processes by trained and competent staff.
- Point of Care Testing: Any pathology investigation carried out on analysers or equipment operated on the CDC premises by competency assessed CDC staff. Examples may include, urine dipstick meters, NT-Pro BNP, D-Dimers, blood gases and other valid tests
- Simple Biopsies and fine needle aspirates: Any tissue collected for investigation to be carried out by the contracted, accredited provider pathology network laboratory.

### **Physiological measurement**

- Alveolar Carbon Monoxide Measurement or Smoking Cessation Support
- Blood Pressure - PM
- Bronchodilator Studies
- Carbon Monoxide Transfer Factor Test
- Conventional EEG, EMG or Nerve Conduction Studies, 19 years and over
- Electrocardiogram Monitoring or Stress Testing (all adults, unless there is a CHD diagnosis and coded under above HRG)
- Electrocardiogram Monitoring or Stress Testing, for Congenital Heart Disease
- Field Exercise Testing
- Full Pulmonary Function Testing
- Oximetry or Blood Gas Studies
- Oxygen Assessment and Monitoring
- Respiratory Muscle Strength Studies
- Respiratory Sleep Study
- Simple Echocardiogram, 19 years and over
- Spirometry
- Standard Long-Term EEG Monitoring
- Testing of Cardiac Pacemaker or Cardioverter Defibrillator

### **Core plus additional services**

All Core Services, plus...

### **Endoscopy**

- Diagnostic Colonoscopy, 19 years and over
- Diagnostic Colonoscopy with Biopsy, 19 years and over
- Diagnostic Colposcopy
- Diagnostic Colposcopy with Biopsy
- Diagnostic Flexible Cystoscopy, 19 years and over
- Diagnostic Flexible Cystoscopy using Photodynamic Fluorescence
- Diagnostic Hysteroscopy
- Diagnostic Hysteroscopy with Biopsy
- Diagnostic Hysteroscopy with Biopsy and Implantation of Intrauterine Device
- Diagnostic Hysteroscopy with Implantation of Intrauterine Device
- Therapeutic Colonoscopy, 19 years and over
- Therapeutic Colposcopy

## Imaging

- Bilateral Core Needle Biopsy of Lesions of Breasts
- Bilateral Fine Needle Aspiration of Lesions of Breasts
- Core Needle Biopsy of Axillary Lymph Nodes
- Core Needle Biopsy of Lesion of Breast and Associated Lymph Nodes
- Fine Needle Aspiration Cytology of Axillary Lymph Nodes
- Fine Needle Aspiration of Lesion of Breast and Associated Lymph Nodes
- Unilateral Core Needle Biopsy of Lesion of Breast
- Unilateral Fine Needle Aspiration of Lesion of Breast

## Annex 2: Pricing

### Nationally Priced Services

- 1) The approach to pricing under a call-off contract/sub-contract is on a cost per case basis which is calculated by the multiplication of actual units of activity delivered by the relevant price for that activity.
- 2) The CDC On-line Database contains the Pricing Schedule. If a Framework Provider has bid a discount to the National Price, it will be set out in the Pricing Schedule.
- 3) It should be noted that all Framework Providers' prices for Services subject to a National Price are capped at a maximum of National Price plus relevant MFF. There was no ability for a Framework Provider to submit a price for a Service that is higher than the National Price for that Service.
- 4) Framework Providers were able to propose a percentage discount that would apply if the combined spend with the Framework Provider across all commissioned activity from that Contracting Authority exceeds the threshold levels of £1m, £5m, and £10m. Where a Framework Provider has proposed such discounts, then the pricing schedule of the call-off contract/sub-contract needs to make clear that the discount will be applied. This type of discount, if applicable, is in addition to any other discounts submitted by the Framework Provider.
  - a. The relevant NHS Trust/NHS Foundation Trust is the one which operates the closest hospital to the relevant Framework Provider CDC site assessed on a basis of straight-line distance. Reference to hospital is reference to a hospital run by the relevant NHS Trust or NHS Foundation Trust that routinely provides NHS services to NHS funded Service Users.
- 5) The National Tariff may be amended from time to time and prices, currencies, rules and principles set out in the National Tariff may change. Where a Framework Provider has provided a percentage discount for a Nationally Priced Service, that percentage discount will be applied to the National Price under the latest version of the National Tariff. Similarly, where a Framework Provider has submitted percentage discounts in return for spend thresholds with any given Contracting Authority of £1m, £5m, and £10m, those discounts will continue to apply notwithstanding any changes to the National Prices.
- 6) Contracting Authorities have the option to agree to unbundle a National Price with a Framework Provider in accordance with the National Tariff, for example, where an NHS Trust or NHS Foundation Trust calls off the Framework and wishes to provide clinical staff to the Framework Provider to assist in delivery of the relevant Service in return for a discount from the applicable price. Any such unbundling must keep the total amount payable for the relevant currency within the relevant National Price. Further information is provided in Annex 5.

### Locally Priced Services

- 1) Where a Framework Provider has offered to provide a Locally Priced Service that is not subject to a National Price, those Services are listed in the CDC On-line database.
- 2) As there is no National Price for these Services and therefore no reference to the price of these Services in the on-line database, the relevant price must be determined in accordance with the following principles:
  - a. the Contracting Authority and the Framework Provider will agree the relevant price per activity;
  - b. the Contracting Authority and the Framework Provider must agree whether any percentage discounts in return for committed spend thresholds with any given Contracting Authority of £1m, £5m, and £10m that may have been offered by the Framework Provider in respect of Nationally Priced Services are applicable;
  - c. MFF will not be applied to the price agreed between the Contracting Authority and the Framework Provider;
- 3)

- a. the price agreed between the Contracting Authority and the Framework Provider will be determined in accordance with the provisions of the National Tariff that apply to local pricing; and
  - b. if the Contracting Authority has paid for the same type of Services in either the financial year 2019/20 or the 12 months prior to the commencement of the Services under the call-off contract or sub-contract (whichever is later), then the price agreed between the Contracting Authority and the Framework Provider for the purposes of the call-off contract or sub-contract must not exceed that previous price.
- 4) If a call-off contract or sub-contract includes:
  - a. Locally Priced Services - for which a price needs to be agreed as set out above; and
  - b. Nationally Priced Services - for which there will be a price that can be already determined,then the Contracting Authority and the Framework Provider are not permitted to agree a price for the call-off contract or sub-contract as a whole. The relevant price per activity for the Nationally Priced Services elements of the call-off contract or sub-contract (which will be either the National Price or the Framework Provider's discounted price as set out under the heading "Nationally Priced Services" above) must be applied to those elements.
- 5) If the National Tariff is updated to include prices for Services or elements of Services that did not previously have a price and are being provided under one or more call-off contracts or sub-contracts (as Locally Priced Services), then the relevant Services or elements of Services will be priced in accordance with the relevant prices set out in the National Tariff. Where this occurs, the price in the National Tariff will apply to the relevant Services or elements of Services from the date that the price in the National Tariff applies.

## Annex 3: Reporting

### Principles of Data Reporting for CDCs:

The following data reporting principles should be adhered to by all CDCs:

- Recording and monitoring all activity undertaken at a CDC is required to track progress against key metrics of success relating to the primary aims of CDCs.
- All activity undertaken at a CDC needs to be distinguishable from other diagnostic activity undertaken in a system and CDC-delivered activity needs to be visible at a system, regional and national level. To do so, it is expected that CDCs have their own code that can uniquely identify them and report activity separately from other sites.
- Data collection and reporting will be required at regular intervals, these intervals and/or reporting requirements may vary due to the reporting need and/or modality 1

### Data coding and reporting requirements: -

- Patient attendances at a CDC should be coded as an outpatient attendance and activity data must be recorded from the first day of operation. This data should be incorporated into the existing outpatient Commissioning Data Set (CDS).
- OPCS4 codes should be used to record every test undertaken at a CDC, even if the test does not currently feed into a nationally held dataset or is not needed to translate to a Healthcare Resource Group (HRG) for payment purposes (noting that work is ongoing to find a longer-term solution as OPCS4 codes do not currently provide the level of granularity required to identify all tests).
- In addition to CDS data flows, CDS waiting list and activity data must be submitted for a subset of diagnostic tests via Diagnostics Waiting Times and Activity dataset (DM01) and imaging activity from radiological information systems must be submitted to the Diagnostic Imaging Dataset (DID).
- CDCs will be required to work with their regional Directory of Services (DoS) leads on an ongoing basis to provide data and information on site, location and services available to ensure the national DoS reflects the specific capabilities of each CDC and can signpost appropriately.

### Data monitoring

- Table 2 sets out a set of indicative metrics that will be monitored at national level through a CDC impact dashboard
- Some of this data relates to activity in a CDC and some related to wider diagnostic activity across the system. CDC providers must collect and report data against metrics 4 and 5 that relate to CDC activity.
- In the immediate term, this dashboard will draw from existing data flows, such as DM01, and will therefore be dependent on those reporting submission timelines.

- The availability of data collection against the proposed metrics is variable, with limited data for physiological measurements and pathology against the stated metrics in Table 2. As outlined above, CDCs should code patient attendances as outpatient appointments and use OPCS4 codes to record diagnostic tests where current data collection is poor as an interim solution.
- Where indicated on the Health Inequality (HI) column, the data will also need to be broken down by protected characteristics and demographic groups.

**Table 2: CDC Day 1**

#	Draft Metric	Rationale	HI
1	% change in total waiting list size from pre-pandemic baseline and pandemic baseline (for all minimum required tests)	Understanding whether CDCs have created additional elective capacity across system.	x

#### Annex 4: Standard Contract and Template Sub-contract Re Pricing

Circumstances	NHS Standard Contract (CCG)	Template Sub-contract (Trust)
A Contracting Authority has undertaken a mini competition	If the price agreed for the Service is different to the relevant National Tariff price, the price will be a "Local Variation" as that term is used in Service Condition 36	The accepted price per activity will need to be set out in Schedule 3
The contract or sub-contract is for Nationally Priced Services and the information in the CDC On-line Database indicates that the Framework Provider has not submitted a discount to the National Tariff price	The relevant National Tariff price plus MFF (if applicable) will be considered the "National Price" as that term is used in Service Condition 36.	The relevant price will need to be set out in Schedule 3
The contract or sub-contract is for Nationally Priced Services and the information in the CDC On-line Database indicates that the Framework Provider has submitted a discount to the National Tariff price	The price plus MFF (if applicable) will be a "Local Variation" as that term is used in Service Condition 36	The relevant price will need to be set out in Schedule 3
The contract or sub-contract is for Nationally Priced Services and the information in the CDC On-line Database indicates that the Framework Provider has submitted percentage discounts in return for committed spend thresholds with any given Contracting Authority of £1m, £5m, and £10m	The effect of the existence of the discount means there is a "Local Variation" as that term is used in Service Condition 36	The discount will need to be set out in Schedule 3

## Annex 5: Unbundling of the National Price

Arrangements for the share of unbundled prices will be for local determination between the relevant Framework Provider and Contracting Authority (NHS Trust or NHS Foundation Trust). In addition to the Sub-contract, the relevant NHS Trust or NHS Foundation Trust could enter into a further sub-sub-contract with the Framework Provider for the supply of clinical staff by the relevant NHS Trust or NHS Foundation Trust to the Framework Provider to undertake an agreed set of procedures. The default position would be that the Framework Provider would still be responsible for the procedures and would be paid up to a maximum of the National Price pursuant to the Sub-contract (taking into account any discounts offered by the Framework Provider) but the Framework Provider would pay back to the NHS Trust or NHS Foundation Trust the unbundled element for the supply of clinical staff to it pursuant to the separate sub-sub-contract.

Where NHS Trust or NHS Foundation Trust clinicians are involved in the delivery of a relevant Service by the Framework Provider, the parties will need to be expressly clear as to any effect on the default clinical governance and liability position envisaged under the Sub-contract. The parties must ensure apportionment of responsibility and liability is clearly understood between the parties and clearly recorded. Matters that may be relevant to the arrangements include but are not limited to:

- the scope of activity that the NHS clinician will undertake including clinical activity but also record keeping, responsibility for patient records, etc;
- warranties as to the qualification, training, experience and general suitability of the NHS clinician;
- under which organisations policies and procedures the NHS clinician will act;
- what indemnity arrangements apply to the activity carried out by the NHS clinician – do the CNST/LTPS arrangements of the NHS Trust or NHS Foundation Trust apply to the acts/omissions of the NHS clinician or are they covered by the Framework Provider's indemnity arrangements;
- which organisation is responsible for the direction and supervision of the NHS clinician (both generally and while the NHS clinician is carrying out activity related to the Service);
- what indemnities need to be in place between the parties to back off liabilities;
- whether there is any impact on CQC registration and determination of which organisation is the Accountable Organisation for the Service;
- respective responsibilities of the parties in responding to complaints and litigation in relation to the Service.

## Annex 6 - CDC facility archetypes

Archetype	Description
 <p data-bbox="220 667 352 734"><b>Standard Model</b></p>	<p data-bbox="392 528 1369 696">A CDC that provides the minimum diagnostic tests, except for endoscopy, and any other diagnostic test deemed a priority locally. Only diagnostic testing is required to be carried out in this archetype; however, provision of consulting rooms should be considered if there is an opportunity for streamlining and providing more efficient overall patient pathways.</p>
 <p data-bbox="220 1122 352 1189"><b>Large Model</b></p>	<p data-bbox="392 943 1353 1111">A large CDC that offers all minimum services and endoscopy, and potentially provides some of the optional components in the diagnostic pathway e.g. consultation. Delivery of endoscopy needs to be embedded within a Regional Network and be aligned to any local endoscopy training academies.</p>
 <p data-bbox="220 1503 352 1603"><b>Hub and Spoke Model</b></p>	<p data-bbox="392 1245 1385 1648">The central hub must include all minimum diagnostic tests to support a coordinated service for patients that requires multiple tests. CDC 'spokes' provide further capacity to 'hubs' for specific tests through a satellite location, mobile unit or pop-up. Spokes can be used to meet specific service needs (e.g. to reach certain populations or increase local capacity for specific tests). The spokes can help integrate CDC models with other community diagnostic expansion (e.g. primary care diagnostic services) or to deliver care at home where this helps to progress the intended aims of the programme. Spokes should also be considered in areas that can support local recovery from COVID-19. There must be digital connectivity and interoperability between the different facilities comprising the hub and spoke model.</p>

## Annex 7 – NHS Supply Chain Contact Details

Equipment	Contact Name	Contact Email	Contact Number
CT	Chris Simpson	<a href="mailto:christopher.simpson@supplychain.nhs.uk">christopher.simpson@supplychain.nhs.uk</a>	07764 975983
MRI	Martyna Golach	<a href="mailto:martyna.golach@supplychain.nhs.uk">martyna.golach@supplychain.nhs.uk</a>	07785 367852
Ultrasound	Paris Lowcock	<a href="mailto:paris.lowcock@supplychain.nhs.uk">paris.lowcock@supplychain.nhs.uk</a>	07870 900754
Static X-Ray	Matthew McLaughlin	<a href="mailto:matthew.mclaughlin@supplychain.nhs.uk">matthew.mclaughlin@supplychain.nhs.uk</a>	07970 992639
Endoscopy	Sian Causon	<a href="mailto:sian.causon@supplychain.nhs.uk">sian.causon@supplychain.nhs.uk</a>	07714 041730
Mammography	Sarah Whittaker	<a href="mailto:sarah.whittaker3@supplychain.nhs.uk">sarah.whittaker3@supplychain.nhs.uk</a>	
DEXA Scanners	James Moyles	<a href="mailto:james.moyle@supplychain.nhs.uk">james.moyle@supplychain.nhs.uk</a>	07970 992505
Mobile and Strategic services and financing solutions	Sarah Coney	<a href="mailto:sarah.coney@supplychain.nhs.uk">sarah.coney@supplychain.nhs.uk</a>	07774456941

Website:

<https://www.supplychain.nhs.uk/categories/large-diagnostic-capital-devices/>