

CONTRACT REGULATIONS DEPARTMENTAL RULES - PUBLIC HEALTH SERVICE

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Introduction

- 1.1 I have issued these rules in my capacity as Chief Officer, in accordance with my personal duty set out in Contract Regulations Section B
- 1.2 These Departmental Rules are the Scheme of Delegation for contracting, as referred to in Section 4.1 of the Public Health Scheme of Delegated Authority
- 1.3 These sub-delegations replace all previous sub-delegations by me.
- 1.4 Public Health Departmental Rules outline levels of responsibility and supplement the contract Regulations and describe how the regulations are applied in the Public Health Service.
- 1.5 I have agreed these rules with the Chief Financial Officer, and they are operative from 1st July 2017. They will be reviewed annually but may be revised and reissued in the meantime.

2. Context

- 2.1 Contract regulations are part of Hertfordshire County Councils constitution (Annex 13) They set out the principles that must be followed by everyone proposing to enter into a Contract or managing a Contract on behalf of the County Council (and any of its constituent parts). They detail what is expected of Chief Officers, Contract Authorised Officers, Contracting Officers and Contract Managers.
- 2.2 Other guidance on Procurement is available in the Procurement pages on the intranet.
- 2.3 These Rules should be read in conjunction with all Public Health policies and procedures.
- 2.4 For ease of reference, these Rules aim to capture the key points from the Contract Regulations and other associated policies, procedures and guidance notes. However, these may change, and readers should always refer to the documents linked rather than just relying on these Rules
- 2.5 These Rules also identify approaches and working practices for broader commissioning arrangements and associated issues.
- 2.6 All officers in the Public Health service will read, refer to and operate in accordance with the Contract Regulations.
- 2.7 A glossary of the terms referred to in this document, can be found at **Appendix A**.

3. Chief Officer Delegated Authority

- 3.1 I hereby delegate the (non-personal) Chief Officer duties set out in Contract Regulations to Officer(s) set out in **Table 1**.
- 3.2 This table will be reviewed on a monthly basis by the Public Health Commissioning and Contracts Team and will be revised as necessary.

Table 1: Roles

Chief Officer Role	Director of Public Health Prof. Jim McManus
Contract Authorised Officer - For the functions within their remit	Dr Joel Bonnet Dr Linda Mercy Dr Raj Nagaraj Gill Goodlad Piers Simey Suzanne Walton David Conrad Sue Matthews
Contracting Officers	Brian Gale Jane Banbury Natasha Welsh Julia Fleming Carol Young Jeni Beard
Contract Managers - For the functions within their remit	Health Improvement Maneka Kandola Elizabeth Fisher Alison Walsh Emily Clarke Rushma Patel Michelle Constable Caroline Bell Vanessa Ashby
	Children & Young People Sue Beck Shelley Taylor Jen Beer
	Substance Misuse, Sexual Health & Health Protection Rob Trevillion Rob Bacon
	Planning & Place Bethan Clemance
	Business Support Alison Hardy
To maintain a register of approved contractors (Primary Care only)	Brian Gale
To ensure the Contract Register is up to date and accurate	Brian Gale

4. Responsibilities and Duties

4.1 There are four key roles set out in Contract Regulations

- Chief Officer (for a Department)
- Contract Authorised Officer
- Contracting Officer
- Contract Manager

4.2 This section sets out the responsibilities and duties of officers in relation to all Contracts. Table 2 provides a summary of these responsibilities, and a reference to the appropriate sections in the Contract Regulations. Please note that the Chief Officer may delegate some responsibilities to a Contract Authorised Officer (for a Contract).

4.3 The responsibilities and duties of these roles are set out in full in personal duty set out in Contract Regulations Section B. and are summarised in the Summary of Contract Regulations Section 7.

4.4 Each contract must have a nominated Contract Authorised Officer, Contracting Officer and Contract Manager, whose responsibilities are summarised in Table 2. However:

- No officer may carry the responsibility of both the Contract Authorised Officer and the Contracting Officer for the same Contract
- No officer may carry the responsibility of both Contract Authorised Officer and Contract Manager for the same Contract
- Where appropriate, one officer may carry the responsibility of both Contracting Officer and Contract Manager
- For contracts deemed to be high value or high risk, the Contracting Officer (see Table 1) may also carry the responsibility of Contract Manager.

4.5 Each contract must have a nominated Contract Authorised Officer, Contracting Officer and Contract Manager, whose responsibilities are summarised in Table 2.

4.6 Co-commissioning agreements (see Section 22) are not contracts and therefore will only be authorised by the Chief Officer or their deputy.

5. Contract Process

- 5.1 The process of any procurement should support the aims and objectives outlined in the Council's Corporate Plan.
- 5.2 The Council's procurement and commissioning activities must generate Best Value in our procurements, ensuring that significant efficiency savings are made, and this is the overarching priority. These efficiencies must not be at the expense of service quality and delivery, as measured both by sustainable outcomes and satisfaction with our services. We seek to achieve this through our evaluation processes and monitoring arrangements.
- 5.3 Best value for money will be obtained if procurement decisions reflect the Council's key policy objectives and look for outcomes that support our service needs and the needs of our communities and locality and if we performance manage our contracts
- 5.4 Public Health will ensure that all Public Health officers undertaking procurement activities and managing contracts will receive training in these areas.
- 5.5 All procurement activities will be co-ordinated by trained Public Health officers.
- 5.6 Prior to any procurement you are required to consider the Commissioning Procurement Cycle to identify the need for what you are procuring:
- Do I need to do this?
 - Am I able to share an existing procurement?
 - Think about cost & time efficiencies.
- 5.7 As part of this process you should consider the questions Included in the Business Case template form (see Section 6).

Table 2: Responsibilities

Role	Summary	Contract Regulations
Chief Officer	Has overall responsibility for setting up the arrangements for contracting within their department including: <ul style="list-style-type: none">• ensuring awareness and actively promoting compliance with contract regulations and issuing departmental procedures• appointing Contracting Officers and Contract Managers in accordance with	Section B2

	<p>the Departmental Rules and ensuring that they are properly trained</p> <ul style="list-style-type: none"> ensuring that full use is made of procurement best practice guidance including templates 	
<p>Contract Authorised Officer (<i>this is a delegated role</i>)</p>	<p>Maintains responsibility for a Contract throughout the Contract term as well as during its formation, Including:</p> <ul style="list-style-type: none"> ensuring that the correct fair and transparent process is followed, and the tenders and competitive quotations are returned into the council's eProcurement system ensuring that required data is properly recorded, maintained and the required entries are made in the Contract Register ensuring that appropriate use is made of Corporate Contracts, internal support services authorizing exceptional variations and terminating a contract developing agreements for the co-commissioning or funding of a contract 	B2.7- B2.14
<p>Contracting Officer</p>	<p>Responsible for the procurement process, including:</p> <ul style="list-style-type: none"> reviewing the requirement for a contract and determining the competitive process to be followed completing a Business Case, ensuring that an Equality Impact Assessment has been completed and a risk assessment undertaken ensuring contracts are awarded against clear criteria completing the Decision Record for contracts with aggregate value of £500,000 or more ensuring that the final signed copy of the contract is saved in the Contract Repository 	Section B3
<p>Contract Manager</p>	<p>Responsible for managing the contract and ensuring best value is obtained throughout the life of the contract. Duties include:</p> <ul style="list-style-type: none"> Maintaining a programme of contract monitoring against agreed performance indicators Authorising negotiated variations provided for within the terms and conditions of the contract 	Section B4

	<ul style="list-style-type: none"> • Authorisation variations of a minor nature • Managing the eProcurement process through <i>InTend</i>, and <i>distributing tenders or quotations to the evaluation panel as agreed</i> • Managing the evaluation process 	
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6. **Business Case**

- 6.1 A business case should be prepared where there is a significant change to an existing contract and for any significant procurement
- 6.2 A business case should be prepared for any proposed commissioning or funding arrangements with other commissioning organisations (see Section 23).
- 6.3 Business cases should be prepared in conjunction with the Public Health Commissioning and Contracts Team, with input from Harts Finance to review the values associated with the Contract or the variation.
- 6.4 Business cases should be considered by the relevant Implementation Group within the Public Health portfolio structure. The finalised business case should be submitted to Public Health Management Board for final approval. See the Intranet for template form.
- 6.5 The cost of commissioning services, including stakeholder and market engagement, venue hire, expert advice and opinion, printing and distribution of contract documentation, archiving, service mobilisation, data transfer, must be borne by the relevant Public Health portfolio. Outline costs should be considered as part of the business case.
- 6.6 In conjunction with the Contracts & Commissioning Team, the relevant Public Health budget holder or portfolio lead will consider opportunities for performance based payments for contracted services. This will be for all contracts, including those that are being modified to extend provision.
- 6.7 The relevant Public Health portfolio lead or project manager will ensure that performance based contract payments (or reducing annual contract value over its term) are considered in business cases for services to be commissioned.
- 6.8 The relevant Public Health portfolio lead or project manager will also consider other approaches that can be used to find efficiencies across the lifetime of the contract and reflect this in the business case.
- 6.9 Where the contract has a value at or above the EU Threshold, a Business Case should be approved by the Head of Procurement prior to placing of any OJEU Notice. Please see the Appendix 2 to the Contract Regulations for the value thresholds of contracts and the required procedures.

- 6.10 Where the business case is for a service providing clinical or medical services, the Business Case should also be considered by the Public Health Assurance and Governance Group
- 6.11 Contracting Officers must consider the involvement of specific teams and expertise within the Council. Specifically, these may include:
- Strategic Procurement Group
 - Finance Services
 - Legal Services, including Commercial Law Group
 - Insurance Section
 - Estates and Asset Management (particularly where there are premises or estates issues to be considered)
- 6.12 Contracting Officers should ensure that these teams are involved at the earliest opportunity to aid workforce and capacity planning, and also to ensure that the best quality specialist input. Initial contact with these teams should be through the Contracts and Commissioning Team.
- 6.13 Contracting Officers and Contract Managers should refer to Legal Services and Strategic Procurement Group should queries arise throughout the procurement process or throughout the lifetime of the Contract.

7. Contract Register

- 7.1 The County Council's Contract Register includes the Public Health Service's contracting activity. The Contract Register is publicly viewable and therefore needs to be accurate and kept up-to-date.
- 7.2 The Public Health Contracts & Commissioning Team is responsible for maintaining the record of Public Health contracts on the Contract Register.
- 7.3 Details of all contracts should be entered into the HCC Contract Register. All contracts over £5,000 must be entered and all Consultancy contracts irrespective of value must be entered.
- 7.4 Contracting Officers are responsible for providing information prior to, during and at the completion of the tendering process.
- 7.5 Contracting Officers and Contract Managers are responsible for providing information (including variations) to update the Register during the life of their contract.

8. Tenders and Quotations

- 8.1 A key function of Contract Regulations is to ensure that all the requirements of public accountability and transparency are met.
- 8.2 All tender and quotation processes will be undertaken in accordance with Contract Regulations and will utilise procurement practice and guidance pages on the intranet.

- 8.3 For ease of reference, the Public Health Service has developed a series of 'commissioning process maps' which detail the processes for procuring Public Health contracts dependent on their value. The Public Health Contracts & Commissioning Team is responsible for updating these maps in line with changes to legislation, guidance and best practice.
- 8.4 All tender and quotation processes must be undertaken using the Council's eProcurement System, In Tend.
- 8.5 The value of the Contract shall be the aggregate value for the term of the Contract including any likely extensions (not the annual value).
- 8.6 EU Thresholds are amended bi-annually in January and are detailed on Compass. Please see the Appendix 2 to the Contract Regulations for the value thresholds of contracts and the required procedures.
- 8.7 If less than the prescribed numbers of returns are received and the Contracting Officer wants to proceed, the Contract Authorised Officer and Contracting Officer must certify the reasons why. Signed and dated certification must be kept in the Contract file. Alternatively, a re-tender is required.

9. **EU processes**

- 9.1 Where procurement is caught by EU Procurement Legislation, the Contracting Officer must seek advice from the Strategic Procurement Group (strategic.procedure@hertfordshire.gov.uk) before commencing the process
- 9.2 For all such procurements, Strategic Procurement Group will help to determine the particular procedure to be used and to ensure full compliance with EU Procurement Legislation
- 9.3 Strategic Procurement Group must be involved in every EU level procurement and must publish any OJEU contract notices and award notices
- 9.4 All procurement of services must be carried out in the spirit of EU Procurement Legislation. The Contracting Officer will also need to carry out an Equality Impact Assessment at the planning stage and develop and maintain a Risk Register for the entire procurement cycle in conjunction with the Contract Manager
- 9.5 When considering the impact of any new major procurement activity, the Chief Officer must consider the appropriate involvement of Local Members; the type and level of involvement should be proportionate to the needs of the contract.

10. **Robust and documented processes**

- 10.1 The Public Health Service has developed its own procurement processes. The appropriate process should be used dependent on the aggregate value of the Contract.

- 10.2 All procurement must be carried out using transparent, unbiased, robust and documented processes. This ensures the County Council has sufficient evidence of fair processes in the event of a challenge, particularly in light of the EU Remedies Directive which enables tenderers to challenge Local Authorities on procurements, within defined criteria.
- 10.3 Any challenge to the County Council takes time to investigate and costs money to resolve. Your procurement may need to stop whilst the challenge is dealt with and the County Council may be subject to litigation, and the Contract may be set aside.
- 10.4 All processes must provide clear and unequivocal criteria that will be used to evaluate tenders.
- 10.5 Records of decisions made as part of tender evaluation processes must be retained (*see Table 4: Contract retention & disposal*) in order to provide a clear audit trail, including the taking and keeping of contemporaneous notes.

11. **Use of E-Procurement system**

- 11.1 When undertaking any tender or quotation process for contracts valued at £5,000 or more, the County Council's e-Procurement tool, *InTend* must be used. This provides an electronic auditable trail and records documentation and clarifications sent to bidders. Contact the Public Health Commissioning and Contracts team for initial advice.

12. **Forward Plan**

- 12.1 Any procurement or Contract variations worth more than £500,000 or any procurement that has an impact on communities living or working in two or more electoral divisions in the County must be published on the Forward Plan (during the four months prior to the expected date of taking the decision to award or vary the contract, or to make changes to service delivery).
- 12.2 A Decision Record must be completed by the Contracting Officer/Contract Manager and circulated for appropriate consultation when the award is made. Contact the Commissioning and Contracts Team for advice.
- 12.3 Before a decision can be implemented, the Decision Record must have been available for consideration through the Members' Call-In Procedure.

13. **Receipt and processing of Tenders and Quotes / EProcurement**

- 13.1 Refer to Contract Regulations Section F
- 13.2 With the introduction of eProcurement many of the requirements for security and segregation required are covered by the inbuilt security of the system.
- 13.3 The Council's eProcurement system must be used for all procurements.
- 13.4 The Officers nominated as Contracting Officers above are authorised to receive tenders.

14. **Tender Evaluation**

- 14.1 Evaluation of bids must be against your specification to ensure compliance and best value. Tender evaluations must clarify how and why scores have been awarded against each criteria and should use existing tender evaluation templates and the Council's evaluation guidance. These are available from the Council's Strategic Procurement Group (strategic.procurement@hertfordshire.gov.uk) or the Public Health Commissioning and Contracts Team.
- 14.2 The evaluation must be undertaken by a panel with appropriate knowledge, skills or experience. This may involve membership from partners, service users and stakeholders, and may be supplemented by subject area experts if necessary. If input from subject area experts needs to be procured, this must be undertaken in line with the Consultants Policy (please refer to Section 17).
- 14.3 All tender evaluation panels must include a moderator, who will ensure that the tender evaluation has been undertaken in line with guidance and the evaluation criteria. To support this, Public Health may approach another department, including Strategic Procurement Group for their support. If necessary, a member of the Public Health Commissioning and Contracts Team who has not been involved in the development of the tender documentation can provide this role.
- 14.4 The tender evaluation panel must keep contemporaneous notes in respect of the responses to the tender questions, and other discussions that inform the decision to award the contract.
- 14.5 A copy of the evaluation should be kept in the Contract file for at least the lifetime of the Contract.
- 14.6 Following evaluation, a recommendation for award of Contract should then be made to the Contracting Officer and the Contract Authorised Officer.
- 14.7 It is best practice to provide feedback to unsuccessful bidders.

15. **Framework Agreements**

- 15.1 A framework is an agreement between parties over a defined period of time. Works or services are "called off" within a defined process. The "call off" is the delivery Contract, therefore Contract Regulations and Departmental Rules still apply.

16. **Single Tender Actions**

- 16.1 It is not the intention of Public Health to use single tenders for procurement; however, Contract Regulations Section C.7 clarifies the situations when they can be used. Below are the common reasons when Single Tender Actions may be considered.

- 16.2 Single Tender Actions of any value may be invited when
- By reason of regulation or legislation only one supplier of the product, work or service exists
 - The value of the Contract is below £10,000, and the cost of complying with a Tender or Quotation procedure outweighs the likely benefits;
 - Only a Proprietary Product is suitable or acceptable to customers or the Product consists of repairs or works to an existing Proprietary Product.
- 16.3 Consideration should be given to the use of a mainstream alternative Product and outcomes should be specified rather than specific solutions and/or systems. The definition of the Product must not be constructed to exclude the use of a mainstream product. In such case a Single Tender Action/Proprietary Item form must be completed. All questions are mandatory and must be answered in full.
- 16.4 Where a Proprietary Product is identified, the Contract Manager must continue to monitor the market through the lifetime of the Contract to ensure that the Product remains Proprietary.
- 16.5 In exceptional cases of such extreme urgency that a Tender process cannot be undertaken, in these cases the reasons for the urgency shall not be within the control of the Contract Authorised Officer or the Contracting Officer.
- 16.6 In all such cases, the Contract Authorised Officer and the Contracting Officer must record and certify the reason(s) why a competitive process has not been used. The signed and dated Single Tender Action/Proprietary item form will be kept in the Contract file and copied to the Public Health Commissioning and Contracts Team.

16.7 All Single Tender Actions must result in a properly constituted contract.

17. **Contracts**

- 17.1 Prior to entering into a Contract the Contracting Officer should ensure that they have obtained or checked:
- Funding is available (following the original approval of the Business Case — see Section 6)
 - Full company title of the contracting party
 - Company registration number (if applicable)
 - Evidence of required Insurance (e.g. Employers Liability, Public Liability, Professional Indemnity, Medical or Clinical Indemnity)
 - Relevant financial health checks have been carried out
- 17.2 Where a Contract will be awarded to a sole trader or a consultant, you must comply with the Consultants Policy.
- 17.3 Final copies of Contracts and other agreements will be approved by the relevant portfolio lead, before being formally completed.

18. Completion of Contracts

- 18.1 All Contracts shall be attested either under hand by two officers, or under seal by the Chief Legal Officer. Contract Regulations Summary (Section 11) refers to this.
- 18.2 Table 3 clarifies who can sign Contracts on behalf of the Department.
- 18.3 Refer to Contract Regulation Guidance Note (CRGN) 9 for further details regarding the completion and signing of Contracts.

Table 3: Completion of Contracts

Type of contract	Prime signatory	Second signatory
AUTHORITY TO SEAL FORM signature for all agreements to be executed as deeds (Note. Only the Chief Legal Officer may Seal the Contract)	Chief Officer or Deputy Director	
Contracts above an aggregate value of £250,000	Contract Authorised Officer	Contracting Officer
Contracts up to an aggregate value of £250,000	Contract Authorised Officer	Contracting Officer
Modifications to contracts up to an annual value of £250,000 or 5% of the total value of the contract (subject to approval from Legal Services)	Contract Authorised Officer	Contracting Officer
Primary Care	Contract Authorised Officer	Contracting Officer
Contracts for the provision of goods (Note: All contracts for goods must be supported by a Purchase Order)	Contract Authorised Officer	Contracting Officer

18.4 Contracts Under Hand

- 18.4.1 Must be attested by Contract Authorised Officer and one other officer. If the value exceeds £500,000 the Chief Legal Officer and one other officer can attest the Contract (see sub-delegation for authorised officers).

18.4.2 In order for the Chief Legal Officer to attest the Contract, the contract must be approved by a member of the Commercial Law Group.

18.4.3 Before signing can take place, the Chief Officer or a Contract Authorised Officer must sign an Authority to Sign Form (please see the Public Health Commissioning and Contracts Team for a copy of this form). This will be presented to the Chief Legal Officer as part of the signing process.

18.5 Contracts under Seal

18.5.1 The common seal is attested by the Chief Legal Officer.

18.5.2 In order for the Chief Legal Officer to attest the common seal, contracts and agreements need to be approved by a member of the Commercial Law Group.

18.5.3 Before sealing can take place, the Chief Officer or the Deputy Director of Public Health must sign an Authority to Seal Form (please see the Public Health Commissioning and Contracts Team for a copy of this form). This will be presented to the Chief Legal Officer as part of the sealing process.

18.5.4 The Council's copy of these Contracts will be kept by Legal Services and a copy returned to the Contracting Officer for their records.

18.6 Hard copies of completed Contracts and agreements will be kept by in safe storage by the Contracts and Commissioning Team.

18.7 Electronic copies of all completed Contracts and agreements will be kept in the relevant contract folder. The Contracts and Commissioning Team will maintain a spreadsheet showing the location of completed Contracts for ease of access.

19. **Contract Management**

19.1 A contract spends a much greater proportion of its life in the Contract Management phase and It is essential that Contract Managers fully understand the requirements of the contract and undertake effective contract management and performance monitoring to ensure that the contract delivers the required level of service and value for money.

19.2 Contract Managers should refer to **Managing your Contract** pages on the Intranet for guidance on effective contract management.

19.3 Contract Managers should ensure that Contracts are robustly monitored to ensure that they are delivering high performing, good quality and safe services as detailed In the Contract.

19.4 Information about the performance, quality and safety of the services should be reported to the relevant Public Health implementation group for the portfolio area. Key issues and risks should be escalated to the Public Health Assurance and Governance Group for monitoring.

19.5 Where Contracts are either high risk or high value, contract management may be provided by the Commissioning and Contracts team.

20. Contract Payment

20.1 All contracts will require payments to be made either through invoice or by automated payment mechanisms, such as Controcc.

Invoices

20.2 Providers and suppliers submitting invoices will be required to do so using the Proactis system.

20.3 All Contract Managers will ensure that invoices submitted contain a Purchase Order number.

Controcc

20.4 Unless it is reasonable to do so, all providers and suppliers of large value (EU threshold or above) contracts will be required to be paid using an automated payment mechanism, such as Controcc.

20.5 The relevant Public Health budget holder or Contract Manager will work with the Controcc Manager when adjusting budgets for commissioned services

20.6 Contract Managers will inform the Controcc Manager of revised contract payments for the forthcoming year (or as appropriate if adjustments are made mid-year)

20.7 The relevant Contract Manager will ensure receipt of an email to acknowledge adjustments

20.8 The relevant Public Health budget holder will ensure that adjusted payments are reflected on monthly budget monitor

21. Inter-departmental commissioning

21.1 Where Public Health uses its own departmental funds to support the commissioning activities of other departments, Public Health will request and consider a business case from the other department.

21.2 As a minimum, each business case must identify:

- how the funds will be used to support Public Health outcomes;
- Whether interventions and services are evidence-based;
- Mechanisms for reporting on progress, performance, quality and risk
- Arrangements for reviewing the funding envelope and for adjusting this where necessary.

21.3 All inter-departmental commissioning arrangements will be formalised by a Service Level Agreement, Memorandum of Understanding or another appropriate agreement. This will be reviewed at least annually.

22. **Other commissioning arrangements**

- 22.1 Where appropriate, Public Health may wish to co-commission a service together with other commissioning organisations, including but not limited to NHS commissioning bodies and other local authorities. This includes the part funding of a contract.
- 22.2 Where this is the case, these arrangements will be appropriately identified in the business case (see Section 6).
- 22.3 All arrangements for commissioning with other organisations will be underpinned by a formal agreement which will clarify:
- the roles and responsibilities of each organisation
 - the funding and financial arrangements for the activity
 - arrangements for governance, escalation, termination, liability
- 22.4 All co-commissioning agreements will be developed using an approach that seeks comment and input from relevant teams as detailed in (see Section 8.11)
- 22.5 All co-commissioning agreements will be formalised, authorised by the appropriate officers (see Section 4), and in place before the commencement of any procurement activities.

23. **Archiving of Contracts**

- 23.1 All Contracts over £5,000 and all Contracts for Consultancy whatever the value, must be recorded on the Contract Register by the Commissioning and Contracts Team.
- 23.2 Advice is available from Commissioning and Contracts Team. Copies of Contracts can be taken by the Contract Manager prior to archiving.

24. **Contract Storage and Retention**

- 24.1 All Contracts will be retained as outlined in **Table 4**. Details have been taken from HCC Retention & **Disposal Policy**.
- 24.2 Paper copies of Contracts should be retained for the lifetime of the Contract, with an electronic copy of the completed Contract held on file.
- 24.3 Paper copies of Contracts should be sent to the Commissioning and Contracts Team who will ensure safe storage.
- 24.4 The Commissioning and Contracts Team will ensure that electronic copies of Contracts are stored in a central Contracts Folder on the Public Health shared drive.
- 24.5 Contract Folders should contain electronic copies of the Contract, together with documents that support the procurement of the Contract, and documentation relating to the management and monitoring of the services

provided for by the Contract. Any changes to the Contract should also be recorded.

24.6 Electronic copies of Contracts will also be uploaded onto the central Contract Repository, via LiveLink.

25. **Goods in Common Use**

25.1 It is a duty that best use is made of the County Council's electronic catalogues and Herts Business Service's stores and Contracts for items in common use.

26. **Approved Lists**

26.1 As provided for in Contract Regulations Section E, where appropriate the Public Health Service will maintain a list of accredited providers of Primary Care services.

Table 4: Contract retention & disposal

Ref No.	Function Description	Retention 1 Destruction Action	Examples & Notes
HCC 4.17	Tender issuing & return documentation	Destroy 6 years after the terms of contract have expired	Opening notice Tender envelope
HCC 4.20	Unsuccessful tender documents & quotations	Destroy 1 year after the start of the contract	Tender documents Quotations
	Post tender negotiation	Destroy 1 year after the terms of contract expire	Clarification of contract
	Contract and tendering pre-contract advice	Destroy 2 years after the contract is let or not proceeded with	Expressions of interest
	Contract Management – operation & monitoring	Destroy 2 years after the terms of the contract expire	Service Level Agreements Compliance and performance reports
HCC 4.21	Specification and contract development	Contracts under hand: Destroy 6 years after the terms of the contract expire Contracts under seal:	Draft documents leading to a final specification can be destroyed
HCC 4.22	Evaluation of tender documentation & quotes		The signed/sealed documentation
	Awarding of contract		Minutes of meetings

	Management and amendment of contract	Destroy 12 years after the terms of the contract expire	Changes to requirements, Variation forms, Extension of contract, Complaints, Payment disputes
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27. **Mandatory Clauses**

27.1 Contracting Officers shall have regard to the vulnerability of Service Users receiving services under contract and accordingly consider the need for contract clauses that seek to protect those Service Users

27.2 In addition to the Council's mandatory clauses, which are included in Contract templates, the following are the additional clauses required for all Public Health Contracts.

- Complaints Procedure — allowing ultimate recourse to the Council's Complaints Procedure
- Whistleblowing Procedure — enabling Providers' (Contractors') staff to report incidences of poor practice
- Safeguarding of vulnerable adults
- Safeguarding children
- Disclosure and Barring Service (DBS)

27.3 Additionally (and where legislation so allows or requires)

- Requirement for DBS checks to be carried out on Providers' staff.
- Requirement for Protection of Vulnerable Adults (POVA) checks to be carried out on Provider's staff and where appropriate, for POVA referrals to be made.
- Requirement for registration with the Care Quality Commission (CQC).

28. **Code of Conduct**

28.1 The Council's Code of Conduct is Annex 17 to the Constitution which, together with the accompanying Whistleblowing Procedure has been developed as part of the overall aim of the County Council to actively promote the maintenance of high standards of conduct by County Council employees.

28.2 The Whistleblowing Procedure sets out the framework for dealing with allegations of illegal and improper conduct.

28.3 The Code of Conduct includes sections on 'Contracting and Tendering' and 'Gifts, Hospitality and Sponsorship', which should be considered as part of the arrangements for procurement and contracts.

28.4 A separate Whistleblowing Procedure has been developed for contractors (see 27.2).

Approved by:

Jim McManus

Director of Public Health

Date: 27 March 2018

Appendix A

The table below provides a description of the terms referred to in this document, and refers to Contract Regulations

Chief Financial Officer	The officer within the Council with responsibility for finance under Section 151 of the Local Government Act (1972)
Contracts Under Hand	Contracts Under Hand are those that are signed in ink by the relevant parties with authority to bind their organisation.
Contracts Under Seal	Contracts Under Seal are those that are executed using the Common Seal of the County Council which can only be undertaken by the Chief Legal Officer or those she has delegated authority to.
Contract Regulations	These are part of Hertfordshire's Constitution. They set out basic principle that must be followed by everyone proposing to enter into a Contract for the people of Hertfordshire.
Contract Regulation Guidance Notes	These are issued by the Strategic Procurement Group and provide guidance on the interpretation and implementation of the Contract Regulations
Contract Repository	LiveLink is an electronic document storage portal where all electronic copies of all Contracts should be stored. Hard copies of Contracts signed under seal should be retained by Legal Services.
Decision Record	A record of the Key Decision. A Key Decision Is a decision to be taken by Cabinet or by an officer under delegated powers which:

	<ul style="list-style-type: none"> • is significant in terms of expenditure or savings in relation to the service concerned; or • is significant in its impact on communities living or working in two or more electoral divisions in the County.
Equality Impact Assessment (EqIA)	An EqIA must be carried out in the preparation stage in order to inform the specification prior to the Quotations or Tenders being sent out. It is also essential to assess the impact of a decision to award, modify or terminate a Contract on vulnerable groups
Risk Assessment	An assessment of the risks associated with the procurement process should be undertaken in the preparation stage and stored alongside the project management documentation for that Contract. In addition, a risk assessment should be carried out for the contracted service, which will support discussions regarding Insurance levels, appropriate Contract completion arrangements, etc.
Proprietary Product / Single Tender Action	A Proprietary Product is a product which has unique characteristics which alone meet the required realistic performance specification. Any Proprietary Product needs to undergo a review to ensure the product remains Proprietary.
Remedies Directive	<p>This is an EU Directive, introduced by the Public Contracts (Amendment) Regulations 2009 which clarify:</p> <ul style="list-style-type: none"> • the requirement for a standstill period before entering into a Contract, and the fact that it is unlawful to enter into a Contract once proceedings have been brought; • that any bidder not awarded the Contract is entitled to a remedy if a contracting authority has committed any

	one of a number of breaches of the procurement rules.
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Appendix B

The table below provides a detail of any revisions to this document

Document version	Details of revision	Date amended & approved
Draft v5	Added further clarifications and detail from SPG	
Draft vi3	Added further clarifications and detail from SPG	
Draft v7	Includes comments from Finance (AM), and PH (NW & CY)	6 th Feb 2016
Draft v8	<ul style="list-style-type: none"> References to Finance inserted (incl s151 officer) 	15 th Feb 2016
Draft v9	<ul style="list-style-type: none"> Contract Management section inserted Clarification on retention of paper copies of contracts Includes comments on: PH decision trees with references to shared drive Cost of procurement & contracts 	24 th Feb 2016
Draft v10	Comments from Governance & Assurance Group re: <ul style="list-style-type: none"> Updating list of Roles (Table 1) Note that Rules are a sub-set of Scheme of Delegated Authority Clarify hyperlinks working Clarify responsibilities and actions for contract storage Clarify definitions of attestation Under Hand and Under Seal 	6 th April 2016
Version 1	Approved by Public Health Management Board subject to: <ul style="list-style-type: none"> Final checking of hyperlinks Formatting into PDF 	18 th April 2016
Version 1.2	All points noted above implemented. Saved as approved version.	18 th April 2016
Version 1.3	Draft for review. Updates include: <ul style="list-style-type: none"> Refresh of hyperlinks Refresh of names of officers with key responsibilities Replaced the requirement for the document to be reviewed on a specific 	29 th April 2017

	<p>date with a requirement to be reviewed annually</p> <ul style="list-style-type: none"> • Reflected the need for business cases to consider and provide for all costs associated with commissioning and procurement • Confirmed that all contract management and procurement activity would be undertaken by trained officers, with a commitment to training • Confirmed that tender evaluation exercises would, where proportionate, be moderated by an independent moderator • Confirmed the need for contemporaneous notes to be taken in tender evaluations and stored • Confirmed that all questions on Single Tender Action forms would be answered in full. • All contracts will be considered for performance based contracts, including those being modified or extended • All business cases to highlight how efficiencies are to be identified across the lifetime of the contract • New section on payment mechanisms, including the use • of Purchase Orders and automated payment mechanisms • New section on arrangements for inter-departmental commissioning • New section on other commissioning arrangements, • such as co-funding and co-commissioning with other • organisations, with updated cross references 	
Version 1.4 for review	<p>Review and inclusion of comments and adjustments from Strategic Procurement Group, including:</p> <ul style="list-style-type: none"> • Updates to practice and guidance • Revision of links to documents and references to new Intranet pages 	13 th June 2017
Version 1.5	<p>Review and comments by Commercial Law Group, including:</p> <ul style="list-style-type: none"> • Adjustment to procedure for Signing under Seal 	10 th July 2017

	<ul style="list-style-type: none"> • Removal of reference to Post Tender Negotiation • Removal of links to Authority to Sign and Seal forms 	
Version 1.6	Final adjustment to cross referencing and formatting before submission to Assurance and Governance Group	31 st July 2017
Version 1.7	Comments from Assurance and Governance Group to: <ul style="list-style-type: none"> • Make further adjustment to names • Remove areas highlighted in previous versions to show changes • Finalise for presentation to Public Health Management Board 	1 st August 2017
Version 2	Submitted to Director of Public Health for formal approval, publication and circulation	September 2017
Version 2	Signed by Director of Public Health	6 th October 2017
Version 2.1 for review	Updated for review: <ul style="list-style-type: none"> • Added Suzanne Walton as Contract Authorised Officer • Clarified arrangements for authorising co-commissioning agreements (Section 4 and 22) • Added actions in response to recommendations from Contracts audit (Sections 17 and 18), including: <ul style="list-style-type: none"> • Mechanisms to identify locations of electronic and • hard copies of contracts and other agreements; • Requirement for portfolio lead to authorise final copy of contract before completion • Clarified arrangements regarding the Forward Plan (Section 12) 	March 2018