

<b>Reference:</b>	FOI.2870.20
<b>Subject:</b>	Software contract for your community equipment service
<b>Date of Request:</b>	7 April 2020

**Requested:**

The information I require is in relation the organisations software contract specifically for your Community Equipment Service.

1. Do you operate an in house service for community equipment or is it outsourced?  
If you are an outsourced service, then thank you for your time and I have no further questions.
2. If you are in house service who is your current community equipment service software provider?
3. Is it an external or internally hosted solution?
4. What is the population of your prescribing staff?
5. Do you operate over multiple depots or just one?
6. Do you service your equipment in house or is it outsourced?
7. If it's outsourced who is your supplier?
8. Did you tender for your current system or was it procured through a framework?
9. If tendered when did you last tender for your current contract?
10. As a result of a tender / procurement exercise did you change providers?
11. How long is the contract over and does it include extension periods?
12. What date did your current contract start?
13. Please provide the financial value of the contract in the last 12 months
14. Was hardware included in your contract?

**Response:**

Hywel Dda University Health Board (UHB) has pooled fund agreements (s.33 National Health Service (Wales) Act 2006) for its community equipment service with the three (3) Local Authorities, Carmarthenshire County Council, Ceredigion County Council and Pembrokeshire County Council.

1. The UHB confirms it has an in-house service for community equipment for all three (3) Counties.

2. The UHB confirms the current community equipment service software provider for Carmarthenshire is MICES – Microsoft Solutions; for Ceredigion its TCES 'PRO CLOUD' hosted by CSS Europe; and for Pembrokeshire its Ethical Technology Ltd.
3. The UHB confirms it has an external hosted solution for all three (3) Counties.
4. The UHB confirms the population of prescribing staff for Carmarthenshire is four hundred and thirty (430); for Ceredigion its two hundred and twenty-eight (228); and for Pembrokeshire its three hundred and seventy-six (376).
5. The UHB confirms each county has one (1) warehouse. Ceredigion has an additional three (3) satellite stores and Pembrokeshire has two (2) additional hospital based top up stores.
6. The UHB confirms the servicing of the equipment is outsourced for all three (3) Counties.
7. The UHB confirms the supplier is Prism Medical for all three (3) Counties.
8. The UHB confirms the current systems were procured by tender.
9. The UHB confirms the most recent tender for Pembrokeshire and Ceredigion was in 2018, while the contract for Carmarthenshire was last tendered for in 2008.
10. The UHB confirms as a result of the tender in 2018, the providers for both Pembrokeshire and Ceredigion were changed.
11. The UHB confirms the software contract duration for Carmarthenshire is currently in its extension period; for Ceredigion the new contract is for a duration of three (3) years; whilst Pembrokeshire has a contract duration of one (1) year. The service contact duration is three (3) years for all counties.
12. The UHB confirms the software contract start date for Carmarthenshire was 2008; for Ceredigion it was October 2018; and for Pembrokeshire it was May 2020. The service contract start date for Carmarthenshire and Ceredigion was April 2018 and for Pembrokeshire it was September 2018.
13. As the financial costs requested from the UHB relates to third parties, the UHB considers that Section 43 of the Freedom of Information Act 2000 applies, as answering would be Prejudicial to their Commercial Interests. Section 43(2) exempts information, disclosure of which would or would be likely to prejudice the commercial interests of any person, in this case the provider listed above. Commercial interests may be prejudiced where disclosure would, or would likely to:
  - Weaken a company's position in a competitive environment by revealing market sensitive information or information of potential usefulness to its competitors
  - Damage a company's business reputation or the confidence that customers/users, suppliers or investors may have in it.

This exemption is qualified; therefore, even if information falls within Section 43, public authorities must then apply the public interest test set out in Section 2(2)(b).

The information can only be withheld if the public interest in maintaining the exemption outweighs the public interest in disclosure.

The UHB has therefore considered the following:

**In favour of disclosure:** There is a public interest in transparency and in the accountability of public funds. Furthermore, it is in the public's interest that public funds be used effectively and that public sector bodies obtain the best value for money when contracting for the provision of services. Private sector bodies engaging in commercial activities with the public sector must expect some information about those activities to be disclosed.

**Against Disclosure:** Disclosure of this information would have a direct impact and cause substantial harm to the suppliers as it would disclose their pricing and products/services provided to the UHB, and this would be likely that this would damage their ability to work within a highly competitive sector. The information being requested is likely to be used by their competitors to gain a competitive advantage.

It has therefore been decided above that releasing the information under the Freedom of Information Act 2000, to which the UHB is subject, will give an unfair advantage to the suppliers' competitors. The UHB believes that there is wider established public interest in companies not being prejudiced merely because they have contracted with a public sector body, and that there is a public interest in ensuring that there is competition for public sector contracts.

**Decision:** - The UHB considers that the public interest in withholding the financial costs is greater than the interests in disclosing it and thereby giving unfair commercial advantage to competitors of the company to which this information concerns.

14. The UHB confirms Carmarthenshire and Pembrokeshire do not have hardware included in their contracts. Ceredigion does have hardware included in its contract in the form of five (5) handheld tablets.