



July 27, 2021

Purpose

Deloitte under the Ukraine Health Reform Support (HRS) Program, USAID Contract No. 72012118C0001, with implementing partner Palladium International LLC, are issuing a Request for Proposals for Situational analysis services.

HRS seeks to identify and contract a local firm (hereinafter referred to as "Contractor") **to complete a Situational analysis of the organization of care delivery by healthcare facilities merging into MNE "Lviv Territorial Medical Association "Clinical Hospital for Elective Care, Rehabilitation and Palliative Care"**, which aims to study and analyze the system of organization of care delivery by healthcare facilities merging into TMA, and to identify ways to build the capacity of the newly established entity to be able to provide quality care to the population of Lviv. The analysis will cover the following components:

- the managerial function of the HCF, including the existing local systems for collecting and storing medical information; recommendations on how to improve the managerial function of the HCF
- the structure of funds in the HCF received from various sources, and the financial status of HCFs
- the quality of health services using the developed methodology including the list of health care quality indicators; recommendations on how to improve the quality of health services

The Contractor must be located in Ukraine, be familiar with the Ukrainian healthcare system, and have experience in conducting data collection, surveys, desk reviews, policy analysis, and understand the governance system and decentralization reform in Ukraine.

The analysis findings will inform the development of the Strategy for strengthening the health care system in Lviv city and enhance the coordination between health care providers in quality care provision. The management of HCFs and local authorities will be equipped with strategical data on healthcare delivery by Lviv HCFs merging into Territorial Medical Associations, which will further help them develop patient pathways ensuring timely and quality care.

Anticipated Contract Term: August 4 – September 30

Type of Contract

Firm Fixed Price. All proposals should indicate only the total price to complete the Scope of Work.

Timeline

1.	Closing Time:	10 pm Saturday, July 31, 2021
2.	Contact Person:	Maryna Nikolko, Health Care Provider Strategic Development Advisor, USAID Health Reform Support
3.	Tender Validity Period:	60 days
4.	Number of Hard Copies of Tender:	Zero. Electronic copy only.
5.	Delivery Address:	grant@hrs.net.ua Any inquiries must be in writing and directed to dedicated email above no later than 3 days prior to the closing time.



SCOPE OF WORK AND STANDARDS

All final products (data base and report) must be provided in Ukrainian.

Implementation Arrangement

HRS will provide guidance on data collection, key stakeholders engagement, and structure of the final report. It will be the responsibility of the Contractor to directly contact the government institution and/or other market players to receive necessary information and set up interviews. In addition, the Contractor is responsible for covering all its operational expenses associated with data collection and systematization. All data and material generated will be the property of Deloitte/Palladium and HRS, and all data collected and aggregated will be transferred to Deloitte before payment is completed.

Scope of Work and Timeline

#	Activity	Expected outcomes	Due Date
1	Analyze the managerial function of the HCF, including the existing local systems for collecting and storing medical information; develop recommendations on how to improve the managerial function of the HCF	Report section	September 20, 2021
2	Analyze the structure of funds in the HCF received from various sources, and the financial status of HCFs	Report section	September 20, 2021
3	Analyze the quality of health services using the developed methodology including the list of health care quality indicators; develop recommendations on how to improve the quality of health services	Report section	September 20, 2021
4	SWOT-analysis of HCFs merging into TMA in terms of their managerial and financial capacity, quality of health care	Report section	September 20, 2021
5	Strategic session for the staff of the newly established TMA to present the findings of the analysis and discuss recommendations for the facility development plan (approx. 3-hour meeting with the hospital management staff, doctors and nurses, number of participants - at least 10).	Agenda Presentation in Power Point List of participants Event report	September 24, 2021
6	Submit the final report based on the strategic session outcomes	Final report, presentation in Power Point	September 29, 2021



EVALUATION AND AWARD PROCESS

The committee will evaluate applications according the following technical and cost criteria:

Evaluation Criteria	Points
Consultant/Staff experience/Staff plan	30 points
Experience in conducting desk reviews/Timeline	35 points
Organizational experience and references	10 points
Lowest feasible cost	25 points
TOTAL POINTS	100 points

Minimum Criteria to be met:

- Contractor must have previous experience conducting desk reviews, analysis of health data
- Contractor must have ability to collect data from by data requests from different stakeholders and follow-up to verify the data when needed
- Conductor must have experience in conduction contextual analysis of data
- Contractor must have necessary means (computer and relevant software) to conduct electronic data collection and process data requests

Deloitte will select based on the lowest price technically acceptable proposal and reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

INSTRUCTIONS TO THE OFFERORS

The following items are required to be submitted as part of the proposal:

Cover page of the application should only include the title of this solicitation and the following:

- Submission date
- Institution name
- Address
- Name of primary contact at institution
- Phone number for primary contact
- E-mail for primary contact

Main application should be limited to 6 pages and should cover the following:

- Background to the institution, staffing, and relevant experience (no more than one page)
- Proposed approach for Situational analysis and collaboration strategy with Health facility owner
- Past projects exhibiting the firm’s capacity to implement similar studies (no more than one page)
- Key staff proposed for the activity, including overall supervisor (no more than one page)

Annexes

- In addition to the 6-page main application, the firm should submit a proposed timeline in the form of a Gantt chart of this contract scope of work (one page maximum)
- Proposed budget with detailed unit costs for all activities, including labour
- Evidence of Contractor Responsibility: Overview of Financial Resources, Licensing, Bank Guarantees, Credit History etc
- Past Performance Information and Reference Information (Contact/Program Name etc)
- Signed Certifications: Terrorism, Anti-Kick Back, Debarment, Foreign Corrupt Practices Act – for organizations selected as sub-contractor
- General Data Protection Regulation (Regulation (EU) 2016/679) (see below on Data Protection)



Any contract/purchase order resulting from this solicitation must be signed by both parties in order to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Deloitte staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Deloitte shall not pay for any costs, without limitation, associated with production, preparation or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.

If your proposal is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant client terms and conditions. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any proposals pursuant to this RFP.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Deloitte's Due Diligence process and may be required to submit for USAID Partner Vetting.

SPECIAL CONDITIONS

DATA PROTECTION

- 1.1. The Parties acknowledge that the factual activity carried out by each of them in relation to their obligations under this Agreement will determine the status of each Party under the Data Protection Legislation. A Party may act as a "Controller" or a "Processor" of certain Personal Data under this Agreement. It is anticipated that the roles each will play is as follows:
 - 1.1.1. The Company shall be the Controller of Personal Data in relation to:
 - 1.1.1.1. Company Personnel; or
 - 1.1.1.2. any other Personal Data relating to the Project or the Services which is not the Personal Data of Subcontractor Personnel.
 - 1.1.2. The Subcontractor shall be the Controller of Personal Data in relation to Subcontractor Personnel where such data is shared pursuant to this Agreement.
 - 1.1.3. Personal Data may only be processed by the Party other than the Controller where such processing is necessary for the performance of this Agreement.
- 1.2. Where a Party is Processing on behalf of the other Party who is the Controller:
 - 1.2.1. The Processor shall notify the Controller immediately if it considers that any of Controller's instructions infringe the Data Protection Legislation.
 - 1.2.2. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment, if reasonably determined necessary by the Controller because the processing involves novel or unusual activities that the Controller (acting reasonably) deems to be a material risk to the Controller, prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - 1.2.2.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 1.2.2.2. an assessment of the necessity and proportionality of the processing operations in relation to the services.
 - 1.2.2.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 1.2.2.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
 - 1.2.3. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - 1.2.3.1. process that Personal Data as is only necessary in accordance with the Services or the Head Contract, unless the Processor is required to do otherwise by Legislative Requirements. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Legislative Requirements;

- 1.2.3.2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - 1.2.3.2.1. nature of the data to be protected;
 - 1.2.3.2.2. harm that might result from a Data Loss Event;
 - 1.2.3.2.3. state of technological development; and
 - 1.2.3.2.4. cost of implementing any measures;
- 1.2.3.3. ensure that:
 - 1.2.3.3.1. the Processor Personnel do not process Personal Data except in accordance with this Agreement;
 - 1.2.3.3.2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - 1.2.3.3.2.1. are aware of and comply with the Processor's duties under this clause;
 - 1.2.3.3.2.2. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - 1.2.3.3.2.3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - 1.2.3.3.2.4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 1.2.3.4. not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - 1.2.3.4.1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - 1.2.3.4.2. the Data Subject has enforceable rights and effective legal remedies;
 - 1.2.3.4.3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - 1.2.3.4.4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 1.2.3.5. For the avoidance of doubt, the Controller is deemed to have consented to the transfer of Personal Data to the Recipient Country for the purposes of receiving or providing the Services or any matter related to this Agreement, subject to compliance with 17.2.3.4.1 to 17.2.3.4.4.
- 1.2.3.6. At the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Legislative Requirements to retain the Personal Data.
- 1.2.4. The Processor shall notify the Controller without due delay and in any event within 48 hours if it:
 - 1.2.4.1. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 1.2.4.2. receives a request to rectify, block or erase any Personal Data;
 - 1.2.4.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 1.2.4.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 1.2.4.5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 1.2.4.6. becomes aware of a Data Loss Event.
- 1.2.5. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.2.4 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - 1.2.5.1. the Controller with full details and copies of the complaint, communication or request;
 - 1.2.5.2. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;



- 1.2.5.3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- 1.2.5.4. assistance as requested by the Controller following any Data Loss Event;
- 1.2.5.5. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.2.6. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 1.2.6.1. the Controller determines that the processing is not occasional;
 - 1.2.6.2. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 1.2.6.3. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.2.7. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
 - 1.2.7.1. notify the Controller in writing of the intended Sub-processor and processing;
 - 1.2.7.2. obtain the written consent of the Controller;
 - 1.2.7.3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 14.2 such that they apply to the Sub-processor; and
 - 1.2.7.4. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.2.8. The Processor shall remain fully liable for all acts or omissions of any Sub-processor.