



Crown
Commercial
Service

G-Cloud 13 Call-Off Contract

Part A: Order Form

Platform service ID number	690188362862701
Call-Off Contract reference	Atamis Ref C208143
Call-Off Contract title	PRO5847 - Clinical Safety Officers Service Provision for the Case and Incident Management System (CIMS)
Call-Off Contract description	The Case and Incident Management System (CIMS) is used by UKHSA to support the assessment, management and control of communicable disease cases and incidents across England. The current system is HPZone supplied by InFact since circa 2009. This is a system that is currently deployed as on-premises using legacy technology.
Start date	14th Sept 2023
Expiry date	1st Dec 2023

Call-Off Contract value	£19,200 (Excluding VAT)
Charging method	Time and Materials, monthly in arrears
Purchase order number	To be provided by UK Health Security Agency. This will be generated post Contract signature

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	UK Health Security Agency 5 th Floor 10 South Colonnade London E14 4PU
To the Supplier	Psephos Limited Sussex Innovation Centre Science Park Square Brighton BN1 9SB United Kingdom Company number: 04148007
Together the 'Parties'	

Principal contact details

For the Buyer:

[Redacted Signature]

For the Supplier:

[Redacted Signature]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 14th September 2023 and is valid until 1st December 2023 unless extended by The Buyer
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 10 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 5 days from the date of written notice for Ending without cause (as per clause 18.1).</p>

Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 2 weeks written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>
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Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> Lot 3: Cloud support
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p>

The Case and Incident Management System (CIMS) is used by UKHSA to support the assessment, management and control of communicable disease cases and incidents across England. The current system is HPZone supplied by InFact since circa 2009, include used within the predecessor organisations Public Health England (PHE) and Health Protection Agency (HPA). This is a system that is currently deployed as on-premises using legacy technology.

As of October 2021, UKHSA signed a contract with Conduent Inc to replace HPZone with their cloud-based platform called Maven (This is referred to as CIMS). The new CIMS will provide a strategic replacement solution for HPZone, meeting the immediate needs of UKHSA, and the future needs of UKHSA, through replacing the legacy system. The development and delivery of the new CIMS solution will be set in the wider context of the UKHSA technology and data landscape, ensuring that it is aligned with the strategic direction of the new organisation. This will include consideration of how the system will be used in the context of other applications that have been developed to support the pandemic response but that may be re-purposed or re-used in the UKHSA. It is well recognised that a CIMS needs to, and will, be seen as one component in amongst a broader, system wide, set of tools to support our health protection activity. The business objectives to be achieved as a result of undertaking this programme are (but not limited to):

- In-house configurability providing greater autonomy
- Enhance identity and access management controls (Role based access controls (RBACs))
- Greater efficiency in data entry and streamlined centralised reporting
- Enhanced user experience
- Seamless integration with internal and external systems
- Compliant security architecture
- Rapid scalability
- Automated and configurable workflows, including notifications and alerts

As part of the delivery of CIMS there is a requirement for integration with the Personal Demographics Service (PDS) for several reasons, most of which are critical for Day 1 implementation of end of March 2024, identified as CIMS Business requirement. ([Personal Demographics Service - NHS Digital](#))

The PDS is the national master database of all NHS patients in England, Wales and the Isle of Man - holding basic patient details such as name, address, date of birth, contact details, registered GP, nominated pharmacy and NHS number.

The result of the integration will enable health protection users to validate patient details and request the NHS number. This will also improve data quality.

The connectivity required by UKHSA to PDS will be read only. The PDS is wholly owned and managed by NHS Digital (now NHS England) and to obtain connectivity to this service requires an on-boarding process by completion of a clinical risk

management documents called "Clinical Safety Case Report" and "Clinical Safety Hazard Log".

[Clinical Safety documentation - NHS Digital](#)

To fulfil this requirement and have a LIVE working PDS integration with CIMS to meet the March 2024 pre- and post-delivery timeline requires specialist Clinical 3rd party resources to support this. Without these resources providing clinical safety oversight, we are unable to release anything, meaning we are unable to meet the business needs resulting in a failure of a key integration and unable to meet the CIMS Programme.

The stringent stipulation by NHS Digital is due to UKHSA requesting Personal Identifiable Information. Completion of these two risk assessments will enable NHS Digital to have a complete understanding of the why CIMS needs to connect to PDS, understanding of the clinical impact, issues and hazards allowing them to evaluate, test and complete a quality assurance assessment to enable them to approve the connectivity request.

NHS Digital require two clinical risk assessments to be completed, one by the information requestor (UKHSA) and another by the system supplier (Conduent). The individuals completing this must be qualified on the below clinical risk management standards and completion of this must be independently ([Clinical risk management standards - NHS Digital](#)):

- [DCB0129: Clinical Risk Management: its Application in the Manufacture of Health IT Systems - NHS Digital](#)
- [DCB0160: Clinical Risk Management: its Application in the Deployment and Use of Health IT Systems - NHS Digital](#)

Compliance with DCB0129 and DCB0160 is mandatory under the Health and Social care Act 2012.

Requirement:

Two Clinical Safety Officers are needed to fulfil the above requirement. Below outlines the statement of works

- One Clinical Safety Officer is required for UKHSA to support the UKHSA Clinical Safety Officer on completion of the Clinical Safety Case Report and a Clinical Safety Hazard Log:
 - Advice and guidance - 2 days
 - Quality Assurance (QA) - 2 days
 - Final review and sign-off - 2 days

The UKHSA Clinical Safety Officer is qualified however, this is the first time the individual is completing this since being qualified. To ensure this is completed swiftly and accurately the individual has request support. This will also support the individual's learning and development as they will be able to continue to support the CIMS Programme and UKHSA.

- One Clinical Safety Officer is required for UKHSA to support Conduent's Clinical Officer on completion of the Clinical Safety Case Report and a Clinical Safety Hazard Log:
 - Advice and guidance - 2 days
 - Quality Assurance (QA) - 2 days

	<ul style="list-style-type: none"> ○ Final review and sign-off - 2 days <p>NHS Digital have instructed for a UK based Clinical Safety Officer to have oversight on Conduent's risk assessment, with the supplier being US-based. This will ensure it is completed swiftly and accurately.</p>
Additional Services	None
Location	Services to be delivered remotely or at supplier's premises as Government Guidelines allow. Visits to UKHSA premises may be required.
Quality Standards	The quality standards required for this Call-Off Contract are N/A.
Technical Standards:	In accordance with the call-off terms and conditions
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract is found in the Service Definition</p> <p>https://www.applytosupply.digitalmarketplace.service.gov.uk/g-cloud/services/690188362862701</p>
Onboarding	The Key Individuals will require security clearance to at least BPSS before work can be undertaken

Offboarding	The Supplier will work with the Buyer to assist with the hand-over of ongoing work within a reasonable period. The Supplier will also work with the Buyer to impart knowledge and expertise prior to offboarding
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Collaboration agreement	Not used
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1,000,000 per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed £1,000,000 or 250% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £100,000 of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • [a minimum insurance period of [6 years] following the expiration or Ending of this Call-Off Contract] • [professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)] • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	<p>The Buyer is responsible upon commencement of this Call Off Contract for the following:</p> <ul style="list-style-type: none"> • Providing reasonable assistance to the Supplier to provide access to data and tooling necessary in the performance of the Contract. • Provide daily management, control and direction of Supplier Staff. • Provide all software, licensing, equipment, infrastructure, remote access to systems, security controls, documentation and environments as necessary to enable the Supplier to provide the Service and to ensure that the Buyer has in place all supporting consents, approvals and permissions. • Act as Data Controller and obtain appropriate and required consent to all Personal Data in respect of which the Buyer will provide access to Supplier Staff. • Not grant access to or provide any Personal Data to Supplier Staff other than on Buyer's estate, environment, equipment and/or infrastructure. • Ensure Buyer Data backups in accordance with Good Industry Practice and at a minimum that backups of Buyer Data are conducted every 24 hours (and Supplier responsibility in relation to Data loss as a result of its default shall be limited to restoration of latest backup). • Ensure that Supplier Staff are given a briefing on the Buyer's security procedures to be followed during the provision of the Services. • Ensure that the Suppliers Services are compliant with the Buyer's security policies; and • Advising the Supplier of any specific legal and regulatory requirements that are specific to the Buyer and/or CCS to which the Supplier must be aware of to enable it to provide the Services

Buyer's equipment	N/A
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Supplier's information

Subcontractors or partners (Delete where applicable)	N/A
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Call-Off Contract is BACs or alternative payment method as agreed between the Buyer and the Supplier. Standard 30 days payment terms
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.

Invoice details	<p>The Supplier will issue electronic invoices on completion of the relevant milestone in arrears.</p> <p>All invoices must be accompanied by confirmation from the Senior Project and Delivery Manager, that the relevant milestone has been delivered in line with the contract.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>
Who and where to send invoices to	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>UKHSA ACCOUNTS PAYABLE TEAM MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom UKHSA VAT No: GB888851648</p> <p>Contact number for all invoice related queries: 0 [REDACTED] [REDACTED] between 09:00-17:00 Monday to Friday.</p> <p>Email: To submit any invoices and credit notes via email please use: [REDACTED]</p>
Invoice information required	<p>We will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>
Invoice frequency	<p>Invoice will be sent to the Buyer monthly in arrears.</p>

Call-Off Contract value	The total value of this Call-Off Contract is £19,200 Excluding VAT
Call-Off Contract charges	The breakdown of the Charges is laid out in Schedule 2

Additional Buyer terms

Performance of the Service and Deliverables	<ul style="list-style-type: none">• All work delivered by Supplier resource under this agreement will be completed in accordance with the prioritised tasks agreed with the Buyer.
Guarantee	Not used

Warranties, representations	Not used
Supplemental requirements in addition to the Call-Off terms	Not used
Alternative clauses	Not used
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not used

Personal Data and Data Subjects	<p>The Supplier shall comply, and shall procure that all Supplier Personnel, Supplier Affiliates and Ap-proved Sub-Contractors comply, with all Supplier Policies as well as the <buyer> Data Security Principles and the Code of Conduct.</p> <p>The Supplier shall at all times maintain the Supplier Policies in accordance with Regulations and Good Industry Practice.</p> <p>The Supplier shall report any alleged or suspected violation of any Supplier Policy, the Data Security Principles or the Code of Conduct as soon as reasonably practicable.</p> <p>The Supplier shall:</p> <p>ensure that all Supplier Personnel receive adequate training on the Data Protection Laws and in the care and handling of Personal Data; Process all Personal Data on behalf of <buyer> only for the purposes of performing its obligations under this Agreement, in accordance with the written instructions given by <buyer> from time to time, and shall not modify or amend the Personal Data unless specifically authorised in writing by <buyer> or to the extent required for the proper performance of the Services;</p> <p>procure that only those Supplier Personnel and Ap-proved Sub-Contractors that need to have access to Personal Data are granted access to such Personal Data. The Supplier shall furthermore take all reasonable steps to ensure the reliability and integrity of any of the Supplier Personnel who shall have access to the Personal Data and shall procure that any Supplier Personnel and Approved Sub-Contractors who have do have access to such Personal Data shall comply with the provisions in the Data Protection Laws and this Agreement, and that appropriate contractually binding confidentiality undertakings have been entered into.</p>
Intellectual Property	<p>Buyer owns IPR of the deliverables.</p>
Social Value	<p>A clear & elevated EVP and employee experience will enable UKHSA to attract and retain the right skills and expertise to deliver their remit, both in the immediate term as you build the organisation and in the future.</p>

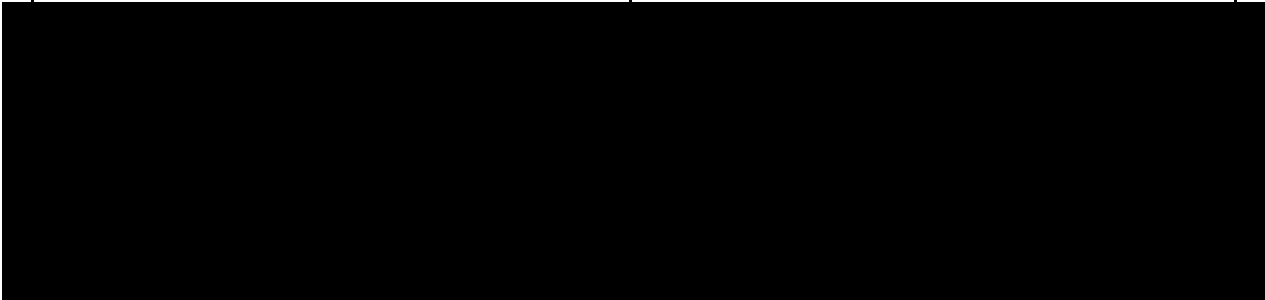
1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13.

Signed by a representative on behalf of	Signed by a representative on behalf of The
	
Date Signed: 12 September 2023	Date Signed: 12/09/2023

- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link:

[G-Cloud 13 Customer Benefit Record](#)

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

Grand Total				£19,200
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