

Cloud Solutions Order Form (Service Level Agreement)

Framework Reference: SBS/18/NH/WAR/9333

Framework Start Date: 2nd September 2019

Framework Max End Date: 1st September 2023

NHS SBS Contacts:



Service level agreement details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement and any agreed Supplementary Agreements.

Supplier Specific Reference: SBS/18/NH/WAR/9333 /xx
Under Lot 3 Cloud Support Services

Period of the Service Level Agreement (SLA)	Effective Date	01 August 2021
	Expiry Date	31 March 2022
Completion Date (if applicable)	Date	31 March 2022


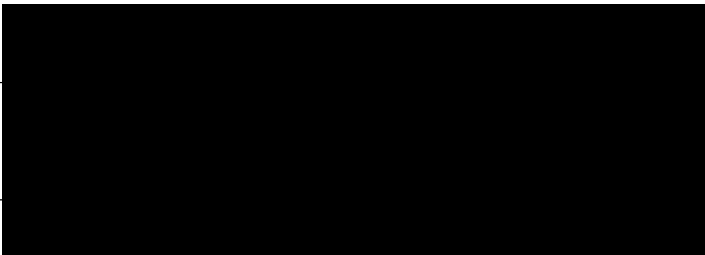
This SLA allows for the trust to extend until the following date:

Extension expiry date	30 September 2022
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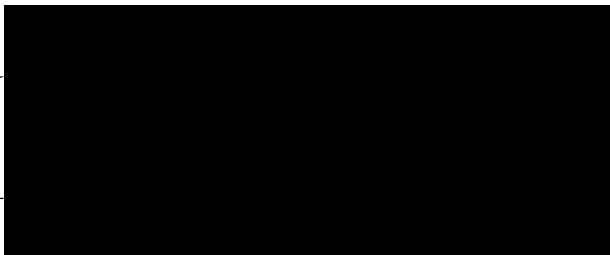
Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

Completion date is not the date by which all obligations under the SLA have to be discharged, but the date by which 'practical completion' must be certified.

Supplier SLA Signature panel

The “Supplier”	
Name of Supplier	Trustmarque Solutions Limited
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	Commercial Director
Address of Supplier	
Signature of Authorised Signatory	
Date of Signature	

Customer SLA Signature panel

The “Customer”	
Name of Customer	Care Quality Commission
Name of Customer Authorised Signatory	
Job Title of Customer Authorised Signatory	Director of Transformational Change
Address of Customer	
Signature of Customer Authorised Signatory	
Date of Signature	

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Trustmarque Solutions Limited and Care Quality Commission for the provision of **Cloud Solutions**. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Cloud Solutions covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of services) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

By signing this SLA, the supplier confirms that they were successfully awarded onto this framework agreement for the relevant lot(s).

For the purposes of this framework agreement, any references to "Order Form" within the framework terms and conditions shall be interpreted as the "Service Level Agreement".

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent **Cloud Solutions** to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for the **Cloud Solutions** provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Contract Managers

The primary Contract Managers from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service.

Primary Contact Details:

	Supplier	Customer
Name		
Title		
Email		
Phone		

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

5. Service Requirements

CQC Requirements

Executive Summary

The Care Quality Commission (the “AUTHORITY”) is the independent regulator of health and social care in England. Our aim is to make sure better care is provided for everyone, whether that's in hospital, in care homes, in people's own homes, or elsewhere. We regulate health and adult social care services, whether provided by the NHS, local authorities, private companies or voluntary organisations. We also protect the rights of people detained under the Mental Health Act.

CQC has a relatively low level of change management maturity and an ambitious and stretching set of change priorities. We therefore are implementing a series of measures to develop our maturity, one of which is the introduction of a portfolio, programme and project management solution that will structure and control our activities across the portfolio.

The Requirement

The requirement and functionality that will need to be considered as part of the tender exercise are below:

- A solution that handles the management of CQC's programme and project related processes as described by the high-level functional requirements that have been developed within the project. Specifically, financial management, benefits management, planning, risk and issue management, governance and reporting, stage gate assurance and change control.
- An IT solution that exploits CQC's Microsoft Investments and is able to be integrated with other MS tools that teams are using to deliver programmes and projects.
- The ability to integrate with a range of planning tools that are in use across CQC, specifically MS Project, MS Project for the Web and MS Azure DevOps.
- The solution and data processing to be deployed and executed within CQC's own tenant. CQC data is not to leave CQC's own technical infrastructure.
- The supplier should be able to deploy, maintain and support the solution as a managed service.
- Problem and ticket management to be operated in line with CQC's existing IT supplier processes.
- The supplier to be responsible for break-fix and updates to account of changes deployed by Microsoft.
- The solution should be licensed for up to 100 CQC users, comprising programme and project practitioners and consumers of data via Power BI dashboards linked to the solution.
- Knowledge transfer on the operation of the solution to be carried out with 100% of users, with specific enhanced user knowledge transfer carried out with super-users as specified by CQC.

Specific functional requirements below but not limited to these as this will be developed using agile process:

Benefits Management

Title	Description
BEN-A 1 A portfolio benefits register	A portfolio benefits register that is integrated with programme and project profiles
BEN-A 2 Ability to measure and record both financial and non financial benefits.	Ability to measure and record both financial and non financial quantifiable value of project and programme benefits.
BEN-A 3 Ability to track benefit values throughout the lifecycle.	Ability to track benefit values throughout the lifecycle.

BEN-A 4 Benefits realisation on a multi-year (whole life) basis	Ability to model the impact on benefits realisation on a multi-year (whole life) basis when profiles or other factors change.
BEN-B 5 The focus of the delivery lifecycle	Benefits realisation is the focus of the delivery lifecycle.
BEN-B 6 A primary consideration within all stage gate	Benefits realisation is a primary consideration within all stage gate assurance reviews
BEN-B 7 Benefits management and realisation	Benefits management and realisation is built into programme and project plans.
BEN-B 8 Benefits are consistently identified, measured validated	Benefits are consistently identified, measured validated and accounted for based on agreed principles.

Resource Management

Title	Description
RES-A 1 Resources to be linked to AD/ESR	Named internal resources to be linked to Active Directory (AD)/ Electronic Staff Record (ESR)
RES-A 2 Request Resource electronically.	The ability to request resource electronically.
RES-A 3 Internal Naming	Named internal resources to be linked to AD/ESR
RES-A 4 Check Resource Levels	As Resource Manager, I want to see a report which allows me to be able to confirm that we have enough resources for the coming 3-12 months
RES-B 5 A resourcing strategy	A resourcing strategy driven by a longer-term demand profile.
RES-B 6 Process improvement from request to fulfilment	Process improvement from request to fulfilment
RES-B 7 Recruitment latency to be factored into plans.	Recruitment latency to be factored into plans
RES-B 8 Oversight on all change related roles	PMO to assume oversight on all change related roles
RES-B 9 Barriers to resource prioritisation.	Removal of functional barriers to resource prioritisation
RES-B 10 PMO in resource allocation decisions.	Re-emphasis on the role of PMO in resource allocation decisions.

Financial Management

Title	Description
FIN-A 1 Finance data modelled to support multiple views	Finance data modelled to support multiple views according to programme or PMO need. Need to see a business case perspective rather than In Year accounting.
FIN-A 2 Integration with Finance Systems	Integration with finance systems to support automatic upload to PMO dashboards.
FIN-B 3 Ability to view budgets from multiple perspectives	The ability to view budgets from multiple perspectives including, business case, multi-year, committed, forecast, actual etc.
FIN-B 4 Modelling Forecast on Predictions	A more effective means of modelling forecast and predicting in-year variation based on performance.
FIN-B 5 Manage Budgets	The ability to manage budgets at a project or workstream level

Planning

Title	Description
PLAN-A 2 Planning management tools according to project setting	The ability to work in different planning and work management tools according to project setting
PLAN-A 3 The ability to roll-up key features of plans	The ability to roll-up key features of plans from project to programme to portfolio levels.
PLAN-A 4 Validate spend against delivery	The ability to validate spend against delivery
PLAN-A 5 Resources electronically based on plans.	The ability to profile resources electronically based on plans.
PLAN-A 6 View Change on Projects	As a manager, I want to be able to see a view which allows me to easily visualise any changes from original plan
PLAN-A 7 Save Baseline	As a PM, I want to be able to Save a copy of my project, to capture the original schedule
PLAN-B 8 The focus for investment decisions	Benefits realisation is the focus for investment decisions
PLAN-B 9 Scope of delivery via plans.	The ability for programmes to assure the scope of their delivery via plans.

PLAN-B 10 Common set of planning standards	A common set of planning standards that defines terminology.
PLAN-B 11 Plans owned by PD's	Plans that are signed off and owned by PDs
PLAN-B 12 Prominent feature of governance discussion.	Plan progress to be a prominent feature of governance discussion.

Reporting

Title	Description
REP-A 1 Reporting that draws from the source artefacts	Reporting that draws from the source artefacts
REP-A 2 Configurable views	Configurable views to support project, programme, portfolio governance.
REP-A 3 The ability to add, defects matrix data	The ability to add, change or remove metrics and to fix defects.
REP-A 4 In-built data validation.	In-built data validation.
REP-A 5 An early warning system on any leading indicators	An early warning system on any leading indicators of risk or impact on time, cost, quality, scope, benefit
REP-B 6 Reporting to be based on a single set of data	Reporting to be based on a single set of data
REP-B 7 Reporting that builds according to hierarchy	Reporting that builds according to hierarchy of project/programme/portfolio
REP-B 8 Reporting to be based on the most current set of finance data	Reporting to be based on the most current set of finance data
REP-B 9 Reporting to SCC to be owned and signed-off by PDs	Reporting to Strategic Change Committee (SCC) to be owned and signed-off by Programme Directors (PDs) based on programme governance discussion

Service Levels & Volumes

- Toner replacements to be sent in advance of existing toner running out. A new toner to be sent when available ink in the existing toner goes below 20%;
- MFD faults or incidents that require an engineer visit should be a same or next day service at all CQC sites;
- Configuration and connectivity troubleshooting available during operating hours;
- Issues resolved the same working day or next day;
- Guaranteed response time to ensure critical availability during operating hours;
- 24/7 customer support - on call and online;
- Software upgrades carried out after working hours;
- Regular service and maintenance of machines as instructed;
- Further Service Levels are available on the Multifunctional Devices, Managed Print and Content Services and Records and Information Management Framework Schedule 2: GOODS AND SERVICES AND KEY PERFORMANCE INDICATORS

Authority Responsibilities

- Appoint a contract manager to oversee the performance and liaise with / report to supplier contract manager on all matters relating to the contract.
- Appoint a project lead to work and liaise with / report to project manager on all day to day activities relating to the contract.
- To provide clear briefs to the supplier on requests in a timely manner.
- To pay accurate and valid invoices in a timely manner.
- To hold performance reviews and contract management meetings on regular basis as agreed with the Supplier
- To administer user access within the Portfolio Office.
- CQC Digital team to complete initial fault troubleshooting with the support of the supplier service desk.

Supplier Responsibilities

- Appoint a contract manager to oversee the performance and liaise with / report to CQC contract manager on all matters relating to the contract.
- Appoint a project lead to work and liaise with / report to project manager on all day to day activities relating to the contract.
- Attend any project meetings and problem-solving sessions via tele / video conferencing and appropriate escalation of issues, regularly as agreed and required by CQC's contract manager / project lead.
- Provide regular updates / progress reports of delivery (the format and frequency of reporting will be agreed at the outset of the contract between the supplier and CQC, but it should cover overall progress against activity, volumes used, plan, risks to plan and mitigating actions, issues and escalations and project budget tracking)

Contract Management Arrangement

- Contract review meetings to be held monthly, quarterly or six-monthly. To be discussed with contract managers;
- Contract management meetings to include Commercial and Contracts representative, Authority contract manager and Supplier contract manager;
- The Supplier shall provide flexible management information reporting to the Authority to support periodical reviews.
- The Supplier shall work with the Authority to manage and maintain an effective deployment and use of the solution and make proposals to the Authority where they can demonstrate improvements can be made.

a) Services Provided

Please detail the services that will be provided by the Supplier to the Customer

b) Price/Rates

Please provide details of the agreed pricing

Full breakdown of costs and rates can be found on page 16 of the Trustmarque Proposal.

c) Total Value of Call-Off

Please note that this value is an estimate and therefore is no guarantee to the Supply of Volume

This call off is based on Time on Materials and will invoiced accordingly.

d) Business Hours

Standard office hours are 9:00-5:30, Monday to Friday, excluding bank holidays and other public holidays.

e) Delivery Location / Geographical Requirements

All services are to be delivered remotely

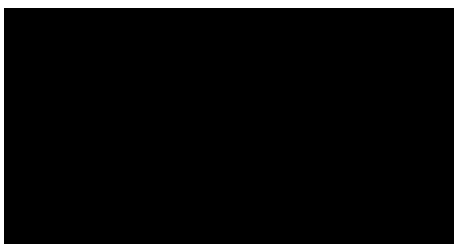
f) Invoicing Methods

Please detail the payment method and payment options here:

Payments will be via Purchase order. All invoices must be sent to the address below.

Invoices must include a clearly visible Purchase order number otherwise this may cause a delay in payment.

All correct invoices will be paid within 30 days.



g) Reporting

Reporting will be agreed by both parties with the minimum being progress reports weekly/monthly.

h) Interoperability

Please list any Participating Authority equipment or solutions that will require interoperability:

N/A

i) Response Timescales

Please list expected timescales for response/delivery of Services:

Timescales are highlighted in the project plan.

6. Supply Terms and Performance

a) Supplementary Conditions of Contract

To be applied at the Participating Authority's discretion at Call Off. The terms of the NHS SBS **Cloud Solutions** Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail.

N/A

b) Sub-contracting (if applicable)

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for ensuring standards are maintained in line with the framework and this SLA.

Program Framework will be supplying the Power Framework PMO Solution to CQC

c) Implementation and Exit Plan

The implementation plan is highlighted in the project plan.

The Exit plan will be agreed by both parties within 3 month of contract signature date.

d) Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, parties should refer to the Clause 22 Dispute Resolution of the Framework Call Off Terms & Conditions.

e) Termination

The standard procedure is detailed below

Termination of this call off will be inline with Clause 15 of the Framework Call Off Terms & Conditions.

f) Force Majeure

This Call-Off Contract is bound by Force Majeure events Clause 23 of the Call Off Terms & Conditions and may be terminated where a Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.

The Parties agree that circumstances caused by Covid-19 events or arising as a consequence of Covid-19 generally are regarded to be Force Majeure Events for the purpose of the Contract, and the right to terminate as a result is mutual.

g) Insurance

The insurance policy for the contract required is detailed below

- Insurance requirements are as per the framework requirements.
- The Parties agree that Trustmarque shall not need to provide project specific insurance; however general insurance shall be in place as required by NHS SBS for a period of 6 years after expiry.

h) Limitation of Liability

Parties should consider the most appropriate cover for potential loss and contract breach and detail any amendments to the total liability of each Party here, where different to those outlined within Clause 13 of the Call Off Terms and Conditions:

For the purposes of this SLA, the Parties agree that the following amendments to clause 13 of Appendix A, Schedule 2 of the Call-off Terms and Conditions shall apply:

13 Limitation of liability

13.1 Unamended

13.2 Subject to Clauses 12.2, 13.1, **Error! Reference source not found.**, and **Error! Reference source not found.** of this **Error! Reference source not found.** of these Call-off Terms and Conditions, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

i) Buyers Responsibilities

Please list the areas that the buyer is responsible for:

The Customer must inspect goods upon receipt and notify Trustmarque within 10 working days if any defect is discovered. If no notification is received the Customer will be deemed to have accepted the goods and may no longer reject any goods provided.

j) Key Performance Measures

KPI /SLA	Service Area	KPI/SLA description	Target
1	Reports	Provide a regular (frequency as agreed in advance) high-level status report on progress in delivering the requirement to the Contract Manager. Provide factual information to back up findings and recommendations at the meetings.	100% of all reporting to be carried out as agreed
2	Delivery Timescales	A full breakdown of costs and an associated workplan will be submitted so that work can commence in a timely and controlled way. All milestones will be delivered in accordance with agreed workplans and any change must be agreed with the CQC project manager in advance. Progress will be outlined at fortnightly progress meetings once work has commenced. Deliver on time and within budget unless clarified.	100% of all Service to be delivered to plans as agreed
3	Resource mobilisation in line with requirements	The successful supplier is required to ensure that personnel and other resources to deliver the service as agreed in the cost breakdown will be in place to ensure delivery on time and to the quality standards required.	100% of all workplans to be delivered for service as agreed
4	Attendance at Meetings	The successful supplier is required to attend all planned Progress and Review meetings, unless otherwise agreed with CQC in advance and in writing. <ul style="list-style-type: none"> To discuss and review the delivery of the programme against the agreed timetable, quality standards and budget. including escalation of any risks and issues, and complaints or feedback. review overall performance against the contract, including compliance and achievement of KPIs, and actions needed review of any continuing risks and issues and any actions identified in previous quarterly meetings potential improvements, opportunities and innovation. 	80% attendance at all meetings 80% will be defined as where the successful supplier does not attend more than 1 project meeting without prior written agreement from the CQC for any Work package. Every Contract Review meeting must be attended.
5	Availability of Contractor	The successful supplier will be contactable to CQC between the hours of 9am to 5pm Monday to Friday (excluding Bank Holidays) The successful supplier is required to respond to all general queries within 24 hours. Simple queries should be resolved within 48 hours. Complex queries should be resolved within 5 days	80% response rate to all enquiries 80% will be defined as where the successful supplier does not attend more than 3 queries within the timescales agreed for any Work package.
6	Security Requirements	The successful supplier must be able to demonstrate compliance with the General Data Protection Regulation.	100% response rate to all enquiries
7	Skills and knowledge transfer	Knowledge transfer on the operation of the solution to be carried out with 100% of users, with specific enhanced user knowledge transfer carried out with super-users as specified by CQC.	100% of agreed knowledge transfer complete.

k) Audit Process

Please detail any Customer audit requirements

For the purpose of this call off agreement the audit process will be as Clause 24 of the Framework Call Off Terms & Conditions.

7. Other Requirements

Please include any additional requirements that are not outlined above

N/A

a) Variation to Standard Specification

Please list any agreed variations to the specification of requirements

N/A

b) Call-Off Agreement Specific Amendments

Please list any agreed other agreed requirements

The Parties agree that:

- Trustmarque shall not knowingly deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Customer's staff, patients, service users or visitors at risk.
- No Trustmarque personnel employed in delivery of the services shall be brought into contact with any vulnerable persons or individuals receiving health care, and no activities performed in the course of the Services are regulated activities for the purpose of the Safeguarding Vulnerable Groups Act 2006.
- No IPR is being generated
- Any call-off provisions relating to TUPE are not applicable to this SLA
- The provisions of clause 10.1.14 of the call off terms is not applicable to this SLA
- For any indemnities that are to be subject to the limitation on liability at Clause 13, it is all claims in aggregate arising under all those indemnities (i.e. taken together) which are subject to the limitation of liability at Clause 13.2, as amended

For the purposes of this SLA, the Parties agree that Clause 12 shall be amended as follows:

12 Indemnity

12.1 Unamended

12.2 Liability under Clauses **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.** of this **Error! Reference source not found.** of these Call-off Terms and Conditions be unlimited. Liability under Clauses **Error! Reference source not found.** and **Error! Reference source not found.** of this **Error! Reference source not found.** of these Call-off Terms and Conditions and Clause **Error! Reference source not found.** of **Error! Reference source not found.** of these Call-off Terms and Conditions shall be subject to the limitation of liability set out in Clause 13 of this **Error! Reference source not found.** of these Call-off Terms and Conditions.

Trustmarque Proposal Amendments

Both Parties agree:

- That all of Section 9 Terms & Conditions of the Trustmarque proposal do not apply to this SLA as they are all covered within the Framework Call Off Terms & Conditions.