

Call-Off Schedule 9A (Health Security)
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- 11.3.4 a significant change to any risk component;
 - 11.3.5 a significant change in the quantity of Personal Data held within the Information Management System;
 - 11.3.6 a proposal to change any of the Sites from which any part of the Deliverables are provided;
 - 11.3.7 a change in any Subcontractor involved in the provision of the Deliverables; or
 - 11.3.8 an ISO 27001 audit report produced in connection with the Certification Requirements indicating significant concerns.
- 11.4 Any identified risks, vulnerabilities, or other security concerns that are rated as Critical shall be notified as soon as possible, and within one hour. Notification to include email, telephone and other measures, and the supplier must secure acknowledgement before considering this SLA to be met. For High, this period may be extended to 1 working day, and for all other topics the period is 2 Working Days.
- 11.5 Within 10 Working Days of such notification to the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register to the Buyer for review and approval. Depending on the impact of the risks being mitigated, this timescale may be considerably shorter and the buyer reserves the right to require priority and / or emergency changes for remediation of Critical and High severity risks.
- 11.6 Where the Supplier is required to implement a change, including any change to the Information Management System, in order to remedy any non-compliance with this Contract, the Supplier shall effect such change at its own cost and expense and within the timescales set out in the Required Changes Register.
- 11.7 The Buyer may require, and the Supplier shall provide the Buyer and its authorised representatives with:
- 11.7.1 access to the Supplier Staff;
 - 11.7.2 access to the Information Management System to audit the Supplier and its Subcontractors' compliance with this Contract; and
 - 11.7.3 such other information and/or documentation that the Buyer or its authorised representatives may reasonably require;
 - 11.7.4 to assist the Buyer to establish whether the arrangements which the Supplier and its Subcontractors have implemented in order to ensure the security of the Government Data and the Information Management System are consistent with the representations in the Information Security Management Document Set. The Supplier shall provide the access required by the Buyer in accordance with

this Paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Buyer with the access that it requires within 24 hours of receipt of such request.

12 Security Testing

- 12.1 The Supplier shall, at its own cost and expense procure and conduct Security Testing of the Supplier's system, including any subcontracted systems used to provide the Deliverables to the Buyer. If specified by the Buyer this must be undertaken by a CHECK Service Provider, otherwise this may be undertaken by a service provider under the CREST, TIGER or Cyber scheme:

12.1.1 Crest <https://www.crest-approved.org/>

12.1.2 Tiger <https://www.tigerscheme.org/>

- 12.2 All Security Testing must be scoped so as to provide a realistic assessment of the efficacy of the Supplier's ISMS and risk mitigations. Service providers carrying out Security Testing should be provided with the security designs that they are validating and reports should include an assessment as to whether the existing control set is in line with the expected mitigations.

- 12.3 The Supplier shall complete all of the Security Testing before the Supplier submits the Security Assurance Statement to the Buyer for review in accordance with Paragraph 5 of this Annex, and repeat the Security Testing not less than once every 12 months and upon any significant change to the Supplier's system during the Call-Off Contract Period and submit the results of each such test to the Buyer for review in accordance with this Paragraph.

- 12.4 Reports and results of the Security Testing shall be made available for Buyer review such that the Buyer can have confidence and assurance over the residual risk of the Supplier's system.

- 12.5 If Security Testing is required to be carried out by a CHECK Service Provider pursuant to Paragraph 12.1 the Supplier shall:

12.5.1 agree with the Buyer the aim and scope of the relevant Security Testing; and

12.5.2 promptly, following receipt of each Security Testing report, provide the Buyer with a copy of the report.

- 12.6 in the event that the Security Testing report identifies any vulnerabilities, the Supplier shall prepare a remedial plan for approval by the Buyer (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the Security Testing report:

12.6.1 how the vulnerability will be remedied;

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- 12.6.2 the date by which the vulnerability will be remedied; and
 - 12.6.3 the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include further Security Testing) to confirm that the vulnerability has been remedied.
- 12.7 The Supplier shall comply with the Vulnerability Correction Plan and conduct such further tests on the Supplier's system as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.
- 12.8 The Supplier shall ensure that any Security Testing which could adversely affect the Supplier's system shall be designed and implemented by the Supplier so as to minimise the impact, on the delivery of the Deliverables, for example by using a representative test environment, and the date, timing, content and conduct of such tests shall be agreed in advance with the Buyer.
- 12.9 If any testing conducted by or on behalf of the Supplier identifies a new risk new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Supplier shall within 2 days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Buyer with a copy of the unredacted test report and:
- 12.9.1 propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and
 - 12.9.2 where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Deliverables (in order to reduce the attack surface of the Supplier's system) within the timescales set out in the test report or such other timescales as may be agreed with the Buyer.
- 12.10 The Supplier shall conduct such further tests of the Supplier's system as may be required by the Buyer from time to time to demonstrate compliance with its obligations set out this Schedule and the Contract.
- 12.11 The Supplier shall notify the Buyer immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in this Annex.

13 Security Monitoring and Reporting

- 13.1 The Supplier shall:
- 13.1.1 monitor the delivery of assurance activities;
 - 13.1.2 maintain and update the Security Assurance Statement in accordance with Paragraph 5 of this Annex;

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- 13.1.3 monitor security risks impacting upon the operation of the Deliverables;
- 13.1.4 monitor the Information Management System for attempted Breaches of Security, including but not limited to, failed authentication, attempted brute force, indications of attempted denial of service attacks, attempted or actual data exfiltration, suspicious system alterations, and privileged access;
- 13.1.5 report actual or attempted Breaches of Security in accordance with the approved Incident Management Process; and
- 13.1.6 agree with the Buyer the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Buyer within 30 days of the Start Date of this Call-Off Contract.

14 Vulnerabilities and Corrective Action

- 14.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.
- 14.2 The severity of vulnerabilities for Supplier COTS Software and Third Party COTS Software shall be categorised by the supplier as 'critical', 'important' and 'other' by aligning these categories to the vulnerability scoring according to the agreed method in the Information Security Management Document Set and using the appropriate vulnerability scoring systems including:
 - 14.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at <http://nvd.nist.gov/cvss.cfm>); and
 - 14.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 14.3 Subject to Paragraphs 14.4 and 14.5 and of this Annex, the Supplier shall procure the application of security patches to vulnerabilities in the core Information Management System within:
 - 14.3.1 2 days after the public release of patches for those vulnerabilities categorised as 'critical';
 - 14.3.2 30 days after the public release of patches for those vulnerabilities categorised as 'important'; and
 - 14.3.3 60 days after the public release of patches for those vulnerabilities categorised as 'other'.
- 14.4 Where a vulnerability is discovered or reasonably suspected to be under active

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exploitation upon discovery, or within the agreed remediation timeframe, and posing an active risk to Government Data, the timeframes set out in Paragraph 14.3 shall cease to apply and the remediation will be escalated as an emergency and progressed as soon as possible in active consultation with the Buyer.

14.5 The timescales for applying patches to vulnerabilities in the core Information Management System set out in Paragraph 14.3 of this Annex shall be extended (subject to Buyer agreement) where:

14.5.1 the Supplier can demonstrate that a vulnerability in the core Information Management System is not exploitable within the context of the Deliverables (e.g. because it resides in a software component which is not involved in running in the Deliverables) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 14.3 of this Annex if the vulnerability becomes exploitable within the context of the Deliverables;

14.5.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Deliverables in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

14.5.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Information Security Management Document Set.

14.6 The Information Security Management Document Set shall include provisions for major version upgrades of all Supplier COTS Software and Third Party COTS Software to be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support throughout the Call-Off Contract Period unless otherwise agreed by the Buyer in writing.

15 Breach of Security

15.1 If either Party becomes aware of an actual or attempted Breach of Security, it shall notify the other in accordance with the Incident Management Process.

15.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

15.2.1 immediately take all reasonable steps necessary to:

- minimise the extent of actual or potential harm caused by such Breach of Security;
- remedy such Breach of Security to the extent possible;

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- apply a tested mitigation against any such Breach of Security;
 - prevent a further Breach of Security in the future which exploits the same root cause failure; and
 - preserve any evidence that may be relevant to any internal, Buyer or regulatory investigation or criminal or legal proceedings;
- 15.2.2 notify the Buyer immediately upon becoming aware of a Breach of Security or attempted Breach of Security or circumstances that are likely to give rise to a Breach of Security, providing the Buyer with sufficient information to meet any obligations to report a Breach of Security involving any Personal Data under the Data Protection Legislation; and
- 15.2.3 as soon as reasonably practicable and, in any event, within 2 Working Days, following the Supplier becoming aware of the Breach of Security or attempted Breach of Security, provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 15.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Subcontractors and/or all or any part of the Information Management System with this Contract, then such remedial action shall be completed at no additional cost to the Buyer.

16 Termination Rights

- 16.1 Without limitation, the following events shall constitute a material Default giving the Buyer a right to terminate for cause pursuant to Clause 10.4.1(d) of the Core Terms:
- 16.1.1 the Buyer issues two rejection notices in respect of the Security Assurance Statement;
 - 16.1.2 the Supplier fails to implement a change required by the Required Changes Register in accordance with the timescales set out in the Required Changes Register;
 - 16.1.3 the Supplier fails to patch vulnerabilities in accordance with Paragraph 14 of Annex 3;
 - 16.1.4 the Supplier materially fails to comply with the Incident Management Process;
 - 16.1.5 the Supplier fails to meet the Certification Requirements;
 - 16.1.6 the Supplier fails to comply with any Vulnerability Correction Plan; or

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- 16.1.7 the Supplier experiences an event analogous to a Breach of Security in respect of its own or any other customers' data and any contributing factor to such event:
- a) would be a cause for termination pursuant to this Paragraph 16 had such event been a Breach of Security pursuant to this Contract; or
 - b) demonstrates a failure to meet the requirements of this Schedule that gives the Buyer a right to terminate pursuant to this Paragraph 16.

Annex 4

Information Security Management Document Set Template

The Information Security Management Document Set Template is required to be completed	<input type="checkbox"/>
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The template may be found as a stand-alone file associated with this schedule.

Call-Off Schedule 10A (Health Exit Management)

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Call-Off Schedule 10A (Health Exit Management)

1 Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Exit Plan” means the Exit Plan to be agreed by the parties in accordance with the provisions of Call-Off Schedule 10A; and

“Final Exit Plan” has the meaning given to it in paragraph 4.1 of Call-Off Schedule 10A.

2 Handovers between Statements of Work

- 2.1 Every Statement of Work must include, as part of its final activities, provisions for handover to any subsequent and dependent Statement of Works.
- 2.2 Handovers should include any necessary documentation, training, and data necessary to allow for successful transition or exit, should the latter be decided upon.

3 Exit Plan

3.1 Introduction

- 3.1.1 Within 2 months of the Start Date (or as otherwise agreed between the Buyer and Supplier), the Supplier shall prepare a draft Exit Plan in accordance with Good Industry Practice and the provisions set out below, and shall provide such draft Exit Plan to the Buyer to review and approve.
- 3.1.2 The Buyer and the Supplier shall together review the draft Exit Plan, and shall aim to agree the draft Exit Plan within 3 months of the Start Date.
- 3.1.3 The Supplier shall at any time during the Call-Off Contract Period provide an updated draft Exit Plan where the provision of the Deliverables materially changes and this impacts the provisions of the Exit Plan.
- 3.1.4 The Parties shall annually jointly review, and the Supplier shall update if necessary, the provisions of the Exit Plan.

3.2 Content of Plan

- 3.2.1 The Supplier shall ensure that the Exit Plan facilitates a Service Transfer to the Buyer or a Replacement Supplier on expiry or termination of the Call Off

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3.2.2 As a minimum the Exit Plan will include:

- Provision of / access to key Service information, workbook data, Supplier data, key Buyer processes and requirements, and TUPE information;
- Management structure throughout the exit;
- Roles and Responsibilities, which may include:

Role	Responsibilities
Exit Manager	Management of all Workstreams, including Communications and Finance
Project Management Support	Support across all Workstreams
Framework Director	Project Governance
Data Lead	Data & Reporting Workstreams
Technology Lead	Technology Workstream
TUPE lead	People Workstream
Supplier Lead	Supplier Management Workstream
Operations and Delivery Lead	Operations & WIP Workstreams

- Activities and timeline for the exit - The exact nature of the activities and the timelines associated with them will be dependent on the planning and activities defined by the Buyer and the Replacement Supplier, most notably the timelines and phasing of the specific Buyer roll outs, and the associated implications. The Exit Plan should nevertheless incorporate indicative timescales and milestones with these to be firmed up by agreement between the Parties no later than an agreed timespan before the date of expiry or termination;
- Logical workstreams into which the activities will be organised, which may, for example, include:

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Workstream	Key Activities
Project Governance	Identify Exit Manager
	Identify Data Lead
	Identify Exit Board and key sponsors
	Understand scope and scale of new service, phasing, etc
	Confirm exit activities and timelines
	Establish and maintain RAID Log
	Align exit activities to agreed exit timelines
	Sign off detailed plan and activities
	Identify Project Workstream contributors
Technology	Agree timeline to control closure of access to any Buyer Systems
Data	The Supplier to review data requests and provide workforce data in reasonable format and frequency.
	Supplier to provide a final data cut during hold/freeze period in line with WIP requirements
	Agree data archiving approach and data deletion as required by the Buyer, in line with GDPR & contractual requirements.
	Agree how data will be transferred at exit, including encryption
	Buyer data requirements to be finalised re retirement of incumbent workflow
Operations & Delivery	Provide Buyer specific process maps and variations
	Provide responses to reasonable Replacement Supplier clarification requests
People	Provide a point of contact in HR to agree TUPE timelines & approach

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Workstream	Key Activities
	Activities as required to comply with Part E of Call-Off Schedule 2 (<i>Staff Transfer</i>)
Supplier Management	Provide all current suppliers and contact details
	Support reasonable communications to suppliers and issue any required communications
	Manage billing closure with Supplier
Communications and Change Management	Feed into communications plan
	Feed into communications drafting
	Ensure all relevant Supplier teams understand activities/ progress of exit / agreed messaging
	Fully brief helpdesk on FAQs and messaging
	Issue communications to workers and suppliers as per plan
Reporting	Provide input to change impact assessment
	Provide a detailed overview of current reporting suite detailing key criteria, recipients and frequency
Work in Progress Transition (WIP)	Agree process & commercial arrangements for WIP transition
	Support data cleanse activity with a final data cut submitted to incoming service provider
	Support WIP freeze on raising new requisitions and worker changes
Finance	Provide final billing and confirm final time sheeting details
	Support in closing down purchase orders (if applicable)
	Support communication to workers and suppliers on billing transition

- Details of the transition of Deliverables, processes, data etc during the exit;

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- Details of how technologies and accesses will be retired;
- Issue management governance structure; and
- Key assumptions, which may, for example, include;
 - Data Requests – to be reasonable, specific and where necessary have clear articulation of why such data is required;
 - Response Timelines – timelines for activities and data requests to be reasonable and reflect the work effort required in producing / executing;
 - Active Engagement –Supplier to be kept fully informed of Buyer progress and updates; and
 - Buyer Points of Contact –provide dedicated resource to support in the management of the exit and help manage issues and escalations.

4 Exit Management

4.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 4.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 4.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 4.1.3 the date which is 12 Months before the end of the Term; and
- 4.1.4 receipt of a written request of the Buyer at any time,

the Supplier shall provide a complete set of information it is required to provide under the Exit Plan and the Parties shall agree the dates for completion of the activities set out in the Exit Plan. The Exit Plan, once populated with dates for the completion of activities ("**Final Exit Plan**") shall govern exit and transition of the Deliverables.

4.2 In relation to the delivery of the activities in a Final Exit Plan for a Service Transfer, the Supplier shall provide all reasonable co-operation and collaboration with the Buyer and Replacement Supplier including to agree aligned dates and to perform, and facilitate the performance of, aligned activities.

4.3 To the extent it does not adversely affect the Supplier's performance of any remaining Deliverables, then for the purposes of executing a Final Exit Plan, the Supplier shall:

- 4.3.1 cease to use the Government Data (subject to paragraph 4.5);
- 4.3.2 comply with the deletion requirements described in paragraph 4.4

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as impacted by paragraph 4.5;

4.3.3 return to the Buyer all of the following if it is in the Supplier's possession or control:

- all copies of Buyer Software licensed or provided by the Buyer;
- all materials and documents owned by the Buyer; and
- any other Buyer Assets provided by the Buyer.

4.4 Subject to paragraph 4.5, the Supplier shall as soon as reasonably practicable after termination of the Deliverables return (if required by the Buyer) all Government Data and any copies of it or of the information it contains, and in any case securely and irrevocably delete from its systems the Government Data in accordance with the applicable provisions of Call Off Schedule 9A (Health Security). The Supplier shall certify that all copies of the Government Data have been deleted within a reasonable time and in any event not later than 90 days after termination of the Deliverables.

4.5 The Supplier may continue to Process Personal Data contained within the Government Data following termination of the Deliverables to the extent necessary to support access by the Controllers to historical activity or audit data contained in the Supplier's systems where set out as required and in accordance with the conditions set out in Joint Schedule 11 (Processing Data).

4.6 When the Supplier believes that it has completed all activities in a Final Exit Plan, the Supplier shall notify the Buyer who shall then assess whether it is satisfied that the activities have been successfully completed. If the Buyer agrees that the Supplier has completed all of the required activities for that particular Final Exit Plan, it shall confirm its agreement in writing. If the Buyer does not agree with the Supplier's assertion that it has completed all of the required activities, then it shall notify the Supplier of the reasons why and following receipt of such reasons, the Supplier shall complete the required outstanding actions in a timeframe as will be reasonably agreed between the Parties.

5 Confidential Information

5.1 Subject to the requirements of Joint Schedule 11 (Processing Data) in relation to data retention, return and destruction, upon termination or expiry of this Call Off Contract, each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of completing a Service Transfer or for statutory compliance purposes. The parties agree that any

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Personal Data will be managed in accordance with Joint Schedule 11 (Processing Data).

- 5.2 The Supplier agrees that any Final Exit Plan agreed pursuant to the process described in paragraph 4.1 may be shared with CCS and with the Replacement Supplier(s).

6 Charges

- 6.1 Each Party shall bear its own costs in relation to the performance of its obligations described in this schedule.

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Call-Off Schedule 13A (Health Implementation Plan and Testing)

Part A - Implementation

1. DEFINITIONS

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Delay"	means <ul style="list-style-type: none"> a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	means an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Handover Date"	means the date on which the Incumbent Provider hands over services and/or activities back to the Buyer or another Supplier named by the Buyer;
"Implementation Plan"	means the set of planning tools (ranging from a traditional Gantt chart through to Agile tools such as Roadmaps, EPIC boards, etc) which may be employed to plan implementation, and includes the Transition Plan;
"Key Milestone Date"	means a Milestone Date which, if not met, may result in liabilities or Delay Payments;
"Milestone Payment"	means a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;

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“Mobilisation Date”	means the date on which individual Supplier workers are required to start Buyer related work as identified in an appropriate mobilisation plan;
“Transition Period”	has the meaning given to it in Paragraph 8.2;
“Transition Plan”	means the plan used to transfer activities and/or Services from the Supplier to the Buyer or from the Supplier to another supplier nominated by the Buyer.

2. THE IMPLEMENTATION PLAN WITHIN THE CONTEXT OF AGILE

- 2.1 Agile development allows for greater refinement and iteration during development and therefore implementation may involve a diverse set of tools, including but not limited to:
- Roadmaps (of different shapes and sizes);
 - EPIC Boards;
 - VMOST Mission Boards; and
 - a wide variety of more granular visual techniques such as Sprint Boards, Kanban Card Walls, etc.
- 2.2 In addition to, or as an alternative to, the traditional Gantt chart type plan, the Buyer may request one or more of the Agile mechanisms described at paragraph 2.1 as part of an Implementation Plan. Annex 3 of this Part A provides a list of the planning tools which may be requested by the Buyer.
- 2.3 The provisions of this Schedule shall apply regardless of any planning or implementation tools requested by the Buyer.

3. AGREEING AND FOLLOWING THE IMPLEMENTATION PLAN

- 3.1 A draft of the Implementation Plan for the Call-Off Contract is set out at Annex 1 to this Schedule. The Supplier shall provide a further draft Implementation Plan with the number of days after the Call-Off Contract Start Date specified within Framework Schedule 6A (Health Order Form) under the heading of Further Implementation Plan.
- 3.2 Each Statement of Work may include an Implementation Plan and Milestones specific to that Statement of Work. This shall form a subset of the Call-Off Contract Implementation Plan at a more detailed level of granularity and shall be as set out in the relevant Statement of Work.
- 3.3 This Schedule shall apply, where relevant, to any Implementation Plan regardless of whether at Call-Off Contract level or Statement of Work level.

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- 3.4 The draft Implementation Plan:
- 3.4.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 3.4.2 shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 3.5 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3.6 The Supplier shall aim to provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan with the aim of ensuring that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 3.7 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 3.8 The Buyer shall identify any Key Milestone Dates which, if missed, will result in liabilities or Delay Payments being incurred. The Key Milestone Dates are as laid out in Annex 2.
- 3.9 The Supplier shall ensure that the critical path leading to any such Key Milestone Dates is clearly identified. In the event that planned Milestone Dates which lie on such a critical path are missed the Supplier shall take appropriate action to rectify and/or recover progress (which may include completion of a Rectification Plan).

4. REVIEWING AND CHANGING THE IMPLEMENTATION PLAN

- 4.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 4.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 4.3 If operating under the Fixed Price model, changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 4.4 Under the Incremental Fixed Price model, it is anticipated that Milestones and Milestone Payments will be refined up to the point of being fixed. Once fixed, changes to Milestones and Milestone Payments shall only be made in accordance with the Variation Procedure.
- 4.5 Under both the Incremental Fixed Price and Capped Time and Materials models, changes to Key Milestone Dates shall only be made in accordance with the Variation Procedure.

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- 4.6 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to meet any Key Milestone Dates shall be a material Default.

5. SECURITY REQUIREMENTS BEFORE ANY MOBILISATION DATES

- 5.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before any identified Mobilisation Date.
- 5.2 Prior to a team commencing activity (for example at the beginning of a Statement of Work), the Supplier shall ensure that this requirement is reflected in their Implementation Plans.
- 5.3 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 5.4 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 5.5 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 5.6 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 5.7 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

6. WHAT TO DO IF THERE IS A DELAY

- 6.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 6.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 6.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 6.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 6.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

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7. COMPENSATION FOR A DELAY

7.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been Achieved by the relevant Key Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:

- 7.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- 7.1.2 if included within the Implementation Plan, Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve Milestones by the relevant Key Milestone Date(s) except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Key Milestone Date;
- 7.1.3 the Delay Payments will accrue on a daily basis from the relevant Key Milestone Date until the date when the Milestones leading to that Key Milestone Date are Achieved;
- 7.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 7.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

8. TRANSITION PLAN

Applies if a Transition Plan is called for within Framework Schedule 6A (Order Form)

- 8.1 The Transition Plan forms part of the overall Implementation Plan
- 8.2 The Transition Period will be a [six (6)] Month period.
- 8.3 During the Transition Period, the Incumbent Provider shall retain full responsibility for all existing activities and Services until the Handover Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Handover Date as set out in the Order Form.

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8.4 In accordance with the Transition Plan, the Supplier shall:

- 8.4.1 work cooperatively and in partnership with the Buyer, the Incumbent Provider, and other suppliers, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 8.4.2 work with the Incumbent Provider and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
- 8.4.3 liaise with the Incumbent Provider to enable the full completion of the Transition Period activities; and
- 8.4.4 produce a Transition Plan, to be agreed by the Buyer, for carrying out the requirements within the Transition Period including Key Milestones and dependencies.

8.5 The Transition Plan will include detail stating:

- 8.5.1 how the Supplier will work with the Incumbent Provider and the Buyer to capture, transfer and load up information such as software, documentation, pertinent knowledge, data and other information; and
- 8.5.2 a communications plan, as appropriate and as requested by the Buyer, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

8.6 In addition, the Supplier shall:

- 8.6.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Transition Plan, to ensure that the Transition Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 8.6.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 8.6.3 if appropriate and specifically requested by the Buyer, produce a Transition Plan report for each Buyer Premises to encompass activities that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these activities which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such

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Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 8.6.4 manage and report progress against the Transition Plan;
- 8.6.5 construct and maintain a Transition Period risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 8.6.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Transition Period. Transition meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 8.6.7 ensure that all risks associated with the Transition Period are minimised to ensure a seamless change of control between Incumbent Provider and the Supplier.

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Annex 1: Call-Off Contract Implementation Plan

Refer to individual Statements of Work for Implementation Plans specific to those Statements of Work.

Note that Key Milestone Dates (which have a commercial impact if not Achieved) are set out in Annex 2. Key Milestone Dates are Achieved on completion of several non-critical Milestones.

The Call-Off Contract Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milestone	Deliverable Items	Milestone Date	Buyer Responsibilities	Reference to Acceptance Criteria	Milestone Payment (if applicable)	Applicable Delay Payment(s)
[]	[]	[]	[]	[]	[]	[]
The Milestones will be Achieved in accordance with this Schedule.						
						N

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Annex 2: Key Milestone Dates

All Milestones listed in Annex 1 with a Milestone Date which precedes the Key Milestone Date listed below are required to be completed and accepted in order for a Key Milestone Date to be considered to have been met

Key Milestone	Key Milestone Description	Pre-requisite Milestones (from Annex 1)	Key Milestone Date	Delay Payments	Required
[]	[]	[]	[]	[]	N

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Annex 3: Planning Tools

The following table provides a list of planning tools which may be required by the Buyer.

Notes:

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period)

Ref.	Type of Information	Required?	Refresh Frequency
Traditional Planning Artifacts			
A6.01	Call-Off Contract Plan on a Page. A high level plan covering the duration and scope of the Call-Off Contract	N	Commercial Planning / Review Event
A6.02	SOW Plan on a Page. A high level plan covering the duration and scope of an individual SOW	N	Operational Planning Event
A6.03	Full duration Project Plan including resources, dependencies, etc (e.g. as created by traditional project planning software)	N	Operational Planning Event
A6.04	Rolling 3-Month Detailed Look Ahead Plan (as created by traditional project planning software)	N	Operational Planning Event
Agile Planning Artifacts			
A6.10	Product Road-Map	N	On request from Buyer
A6.11	Delivery Plans	N	On request from Buyer

Framework Ref: RM6221

Project Version: v2.0

Model Version: v3.2

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Ref.	Type of Information	Required?	Refresh Frequency
A6.12	Timebox Plans	N	On request from Buyer
A6.13	EPIC Board	N	On request from Buyer
A6.14	Elaboration Board	N	On request from Buyer
A6.15	Sprint Board	N	On request from Buyer
A6.16	Agile Kanban Board	N	On request from Buyer

Framework Ref: RM6221

Project Version: v2.0

Model Version: v3.2

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PART B - TESTING**1. DEFINITIONS**

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Component"	means any constituent parts of the Deliverables;
"Material Test Issue"	means a test issue of Severity Level 1 or Severity Level 2 as set out in the relevant Test Plan;
"Release"	shall mean a set of Deliverables, agreed by the Buyer as being something which can be released to the intended users of the set of Deliverables;
"Satisfaction Certificate"	means a certificate materially in the form of the document contained in Annex 2: issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	means the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test"	means a procedure intended to establish the quality, performance, or reliability of a Component;
"Test Issue"	means a test issue of Severity Level 3, Severity Level 4 or Severity Level 5 as set out in the relevant Test Plan;
"Test Issue Management Log"	means a log for the recording of Test Issues as described further in Paragraph 9.1 of this Schedule;
"Test Plan"	means a specific set of tests to be incorporated as part of a release plan;
"Test Reports"	means the reports to be produced by the Supplier setting out the results of Tests;

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"Test Specification"	means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 7.2 of this Schedule;
"Test Strategy"	means a strategy for the conduct of Testing as described further in Paragraph 4.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6 of this Schedule;
"Test Witness"	means any person appointed by the Buyer pursuant to Paragraph 10 of this Schedule;
"Tester"	means the organisation responsible for testing. Within the context of Sole Responsibility accountability this shall mean the Supplier. Within the context of Rainbow Teams or Self Directed Teams accountability for testing shall be clearly defined within the Test Strategy (since it may involve both Buyer and Supplier). Accountability may vary from Statement of Work to Statement of Work; and
"Testing Procedures"	means the applicable testing procedures and Test Success Criteria set out in this Schedule.

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2. AGILE TESTING

- 2.1 Testing under this Schedule shall apply to software as well as other Deliverables (for example migration of data sets).
- 2.2 When requested by the Buyer, the Supplier shall, with appropriate input from the Buyer, undertake Release planning and shall produce a Test Plan.
- 2.3 With each Agile development iteration development teams are required to incorporate the underlying ethos of Agile testing and the Supplier shall:
- (i) write the test script;
 - (ii) write the code / perform the digital activity; and
 - (iii) test the code / activity against the test script.
- 2.4 Wherever possible Testers are required to automate testing (e.g. relevant functional test cases) and automate and execute any regression tests. This shall form part of acceptance testing.
- 2.5 Prior to release additional tests such as, but not limited to:
- (i) load tests;
 - (ii) complete regression tests;
 - (iii) penetration tests;
 - (iv) user acceptance tests;
 - (v) integration tests;
 - (vi) deployment tests; and
 - (vii) Release readiness tests
- as agreed within the Test Plan, shall be executed by the Tester.
- 2.6 The Supplier shall develop reusable test scripts in a modular manner which can be incorporated within a larger library of routinely run test scripts.
- 2.7 The Test Strategy will define how testing within the context of iterative agile development interacts with the broader testing at Deliverable, Statement of Work and Call-Off Contract levels.

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3. HOW TESTING SHOULD WORK

- 3.1 All Tests conducted by the Tester shall be conducted in accordance with the Test Strategy, Test Specification and, as appropriate within an agile context, the Test Plan.
- 3.2 The Tester shall not submit any Deliverable for Testing:
 - 3.2.1 unless the Tester is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 3.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 3.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 3.3 Where agreed within the Test Plan, the Tester shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 3.4 Agile iterative tests, as agreed within the Test Strategy, shall align with the iterative development cycle and shall contribute to, but not necessarily be reflected in, the Deliverable level testing regime described within this Schedule.
- 3.5 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

4. PLANNING FOR TESTING

- 4.1 As part of the first relevant Statement of Work under the Call-Off Contract, the Supplier shall develop a relevant Test Strategy as soon as practicable after the SOW Start Date but in any case no later than twenty (20) Working Days after the SOW Start Date.
- 4.2 The initial Test Strategy shall include:
 - 4.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan relevant to the Statement of Work;
 - 4.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 4.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 4.2.4 the procedure to be followed to sign off each Test;
 - 4.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

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- 4.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 4.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 4.2.8 the technical environments required to support the Tests; and
 - 4.2.9 the procedure for managing the configuration of the Test environments.
- 4.3 The Test Strategy shall be approved by the Buyer.
- 4.4 As new Statements of Work are initiated, the Test Strategy is required to be refined to reflect the specific needs of each Statement of Work and shall reflect the Test Strategy required under the Call-Off Contract as a whole.

5. PREPARING FOR TESTING

- 5.1 As defined within the Test Strategy, the Tester shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the relevant Implementation Plan.
- 5.2 Each Test Plan shall include as a minimum:
- 5.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 5.2.2 a detailed procedure for the Tests to be carried out.
- 5.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Tester shall implement any reasonable requirements of the Buyer in the Test Plan.

6. PASSING TESTING

- 6.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.

7. HOW DELIVERABLES WILL BE TESTED

- 7.1 Following approval of a Test Plan, the Tester shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

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7.2 Each Test Specification shall include as a minimum:

- 7.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
- 7.2.2 a plan to make the resources available for Testing;
- 7.2.3 Test scripts;
- 7.2.4 Test pre-requisites and the mechanism for measuring them; and
- 7.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

8. PERFORMING THE TESTS

- 8.1 Before submitting any Deliverables for Testing the Tester shall subject the relevant Deliverables to its own internal quality control measures.
- 8.2 The Tester shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 10.3.
- 8.3 The Tester shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 8.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 8.5 The Tester shall provide to the Buyer in relation to each Test:
 - 8.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 8.5.2 the final Test Report within 5 Working Days of completion of Testing.

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- 8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- 8.6.1 an overview of the Testing conducted;
 - 8.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Tester's explanation of why any criteria have not been met;
 - 8.6.3 the Tests that were not completed together with the Tester's explanation of why those Tests were not completed;
 - 8.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 9.1; and
 - 8.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 8.7 When a Milestone has been completed the Tester shall submit any Deliverables relating to that Milestone for Testing.
- 8.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 8.9 If the Tester successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion.
- 8.10 Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain responsible for ensuring that the Testing of Deliverables are implemented in accordance with this Contract as defined within the Test Strategy.

9. DISCOVERING PROBLEMS

- 9.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1; and the Test Issue Management Log maintained by the Tester shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 9.2 The Tester shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Tester shall make the Test Issue Management Log available to the Buyer upon request.
- 9.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Tester. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using an expedited dispute timetable.

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10. TEST WITNESSING

- 10.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 10.2 The Tester shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 10.3 The Test Witnesses:
 - 10.3.1 shall actively review the Test documentation;
 - 10.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 10.3.3 shall not be involved in the execution of any Test;
 - 10.3.4 shall be required to verify that the Tester conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 10.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 10.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 10.4 may require the Tester to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

11. AUDITING THE QUALITY OF THE TEST

- 11.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a **"Testing Quality Audit"**).
- 11.2 The Tester shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 11.3 The Buyer will give the Tester at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 11.4 The Tester shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 11.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Tester detailing its concerns and the Tester shall, within a reasonable timeframe, respond in writing to the Buyer's report.

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- 11.6 In the event of an inadequate response to the written report from the Tester, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

12. OUTCOME OF THE TESTING

- 12.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Tester and:
- 12.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 12.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Tester to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 12.2.3 where the Supplier has Sole Responsibility and where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 12.3 Where the Supplier has Sole Responsibility, the Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 12.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 12.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 12.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 12.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 12.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 12.7 If there are Test Issues, but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.

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- 12.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default should the Supplier hold Sole Responsibility
- 12.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 12.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Tester shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 11.5); and
 - 12.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

13. RISK

- 13.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 13.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 - 13.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

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Annex 1:**Test Issues – Severity Levels****1. SEVERITY 1 ERROR**

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. SEVERITY 2 ERROR

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
- 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. SEVERITY 3 ERROR

- 3.1 This is an error which:
- 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;
- but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. SEVERITY 4 ERROR

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. SEVERITY 5 ERROR

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

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Annex 2:**Satisfaction Certificate**

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Call-Off Contract**") [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [insert Buyer name] ("**Buyer**") and [insert Supplier name] ("**Supplier**") dated [insert Call-Off Start Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

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Call-Off Schedule 15A (Health Supplier and Contract Management)

1. DEFINITIONS

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Agile"	a generic term to cover agile ways of working within the digital environment;
"Backlog"	has the meaning given to it in paragraph 2.3.1;
"Balanced Scorecard"	has the meaning given to it in paragraph 2.3.8;
"Buyer SM Event"	has the meaning given to it in paragraph 2.3.7;
"Call-Off Contract Management"	has the meaning given to it in paragraph 2.1.2;
"Call-Off Rate Card"	means the table of rates for different roles as captured in Call-Off Schedule 5A (Pricing Details);
"Collaborative Buyer/Supplier Event"	has the meaning given to it in paragraph 2.3.9;
"Call-Off Contract Manager"	the Call-Off Contract Manager appointed for the Supplier and for the Buyer in accordance with Annex 6 of this Schedule;
"Commercial Planning/Review Events"	has the meaning given to it in paragraph 2.3.4;
"Executive Sponsor"	has the meaning given to it in paragraph 6.26;
"Operational Board"	the board established in accordance with paragraph 2.3.64.1 of this Schedule;
"Operational Contract Manager"	the operational contract manager appointed for the Supplier and for the Buyer in Annex 6 of this Schedule;
"Operational Planning Event"	has the meaning given to it in paragraph 2.3.2;
"Operational Review Events"	has the meaning given to it in paragraph 2.3.3;
"Orange Book"	means the Orange Book: Management of Risks – Principles and Concepts accessible at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/191513/The_Orange_Book.pdf
"Programme"	means a programme of work, as identified by a portfolio number or equivalent;

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"Scrum Sprint"	means a time boxed period of time in which a useable product increment is created per the Scrum Guide™ (an Agile methodology);
"SOW Management"	has the meaning given to it in paragraph 2.1.1; and
"SOW Variation"	has the meaning given to it in paragraph 2.3.5.

2. OVERVIEW OF SUPPLIER AND CONTRACT MANAGEMENT

- 2.1 There are five levels of relationship and contract management covered by the various parts of this framework:
- 2.1.1 **Statement of Work Management ("SOW Management")** covering how Statements of Work (SOWs) are managed. SOW Management starts with SOWs being created and ends, typically with handover to the next SOW, as a SOW ends (see paragraph 3.1);
 - 2.1.2 **Call-Off Contract Management ("Call-Off Contract Management")** covering the specific contract management obligations between Supplier and Buyer relating to a specific Call-Off Contract (see paragraph 3.8);
 - 2.1.3 **Buyer/Supplier Management** covering individual relationships between the Buyer and a single Supplier. These relationships are anticipated to develop as an early part of Call-Off competition as Suppliers bid for potential work. These relationships are also anticipated to persist beyond individual Call-Offs for the duration of the Framework (and beyond, assuming Call-Offs extend beyond the formal term of the Framework) (see paragraph 3.31);
 - 2.1.4 **Buyer Specific Framework Management**, involving the Buyer and all Suppliers under the Framework with whom the Buyer has a relationship. This level of relationship is anticipated to evolve as Call-Offs are awarded. This level of relationship is anticipated to persist beyond individual Call-Offs (see paragraph 3.40); and
 - 2.1.5 **Framework Buyer/Supplier Management** covering "user group" topics such as:
 - Innovation;
 - New developments in technologies;
 - Changes in digital services (e.g. the incorporation of SFIA 8 and changes to Digital, Data and Technology roles);
 - Opportunities to improve the operation of the overall framework; and
 - Proposed updates to the framework;
- 2.2 For the avoidance of doubt, by signing any individual Call-Off Contract, suppliers are obliged to meet the terms of this Schedule, as required by the Buyer, for the durations indicated at each level of relationship.
- 2.3 There are a number of key mechanisms for managing this Call-Off Contract set out below. This list is not an exclusive list but is designed to focus on the key principles underpinning each level of management. Also, whilst logically separated below, the Buyer may elect to combine such mechanisms:
- 2.3.1 **Product Backlog** (Scrum™) or **Prioritised Requirements List** (AgilePM®) (the **"Backlog"**) which, within the context of this Contract, should be

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considered to be the cornerstone of ongoing operational management. As such it should be considered to be a live contract artefact (see paragraph 4.1);

- 2.3.2 **"Operational Planning Events"** or equivalent, managing the granular level refinement from Commercial Planning/Review Event level (typically at requirement/Increment level down to Scrum Sprint / Timebox (AgilePM) sized task level (to be held at the frequency given at paragraph 3.6);
- 2.3.3 **"Operational Review Events"** or equivalent, which provide the basis for among other things, reviewing achievements out of individual Sprints/Timeboxes, learning lessons from the previous activity and understanding the actual effort used. A summary of this will be fed into the Commercial Planning/Review Events (Scrum Sprints or reporting performance and progress of tasks into the Commercial Planning/Review Events is described below at paragraph 3.7);
- 2.3.4 **"Commercial Planning/Review Events"** (usually combined but may be separate events for planning and review):
- These events will refine and prioritise the main Backlog (at Deliverable Increment/user story level and above) for feeding into the more detailed SOW task level backlog managed under the Operational Planning Events described above. If the Incremental Fixed Price charging mechanism is in use under a SOW, these events will agree the "price" for a Deliverable Increment (backed up by an estimate of effort linked to the Call-Off Rate Card).
 - From a review perspective, the Commercial Planning/Review Event will assess completeness of tasks and map this into acceptance of Deliverables or Deliverable Increments as well as collate actual effort spent. Acceptance certificates may be used to acknowledge completeness. The review will typically lead to invoicing and payment.
 - Whilst the frequency of Operational Planning Events is likely to reflect the operational practices specific to the SOW, Commercial Planning/Review Events will normally be held on a monthly basis.
 - These events are seen at the main focus points for Call-Off Contract Management activities (see paragraph 3.8).
- 2.3.5 **Variation and Change Management** covers minor changes to Statements of Work ("**SOW Variations**") and more formal changes to the contract (see paragraph 4.2 below);
- 2.3.6 Events such as **Operational Board meetings**, where the programme or project teams may escalate topics for resolution or where material decisions may need to be made. (see paragraph 6.21 below);
- 2.3.7 **"Buyer SM Events"** designed to aggregate Call-Off Contract activity into an overarching view of Supplier performance and provide a means to take a holistic view of the performance and relationship with the Supplier as well as address topics escalated from individual Call-Off Contracts. If the Buyer only has one or two Call-Off Contracts with an individual supplier these events may be combined with Commercial Planning/Review Events, however the intent is to focus at the Supplier level rather than the Call-Off Contract level (see paragraph 3.39 below);
- 2.3.8 **The "Balanced Scorecard"**, providing the mechanism to visually summarise the status of either the Call-Off and/or Supplier performance. Whilst a large individual Call-Off may warrant a dedicated Balanced

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Scorecard, within the context of this framework it is anticipated the Balanced Scorecard will operate at the overall Buyer/Supplier level (and this is the assumption underpinning the illustrations making up the rest of this Schedule) (see 4.3 below);

- 2.3.9 **"Collaborative Buyer/Supplier Events"** intended to provide a mechanism to share learning, develop collective improvements, share future plans, and discuss topics which may be forwarded for consideration at the Framework level. (see 3.40 below); and
- 2.3.10 in order to manage the time dimension relevant to the Call-Off Contract the Buyer will require some form of delivery planning. This may be in the form of Gantt charts or project plans, or it may be in the form of agile tools such as roadmaps, Epic boards, Elaboration and/or Sprint Boards, Kanban boards, etc. (see paragraph **Error! Reference source not found.** below).
- 2.4 Throughout the lifetime of both individual Call-Off Contracts and the framework relationship between the Buyer and Suppliers there are risks. Risk management practices applied at Call-Off Contract level are described further at paragraph 5.
- 2.5 Suppliers should be aware that the Buyer will also undertake ongoing Supplier risk management activities (such as ongoing financial credit rating checks) as part of its Call-Off Contract management processes.

3. SUPPLIER AND CONTRACT MANAGEMENT LEVELS**Statement of Work Management**

- 3.1 Other than the first SOWs under a Call-Off Contract, which will be defined by the Buyer, SOWs will generally be developed involving joint exploratory discussions between the Buyer and the Supplier. Generally speaking, inputs to the SOW are likely to include:
 - 3.1.1 some form of road map (the context);
 - 3.1.2 initial views on initial resource profile and technology stack and so on, used to inform the sizing of the SOW;
 - 3.1.3 which Accountability Model (Sole Responsibility, Self-Directed Teams or Rainbow), each as defined in Framework Schedule 1 (Specification); and which pricing mechanism (Fixed Price, Capped Time and Material, or Incremental Fixed Priced); and
 - 3.1.4 an initial Backlog (detailing requirements at an appropriate level of detail), provisional resource profile and technologies.
- 3.2 The operation of the Backlog is described under paragraph 4, however, at operational level it is intended to be the basis for agreeing, accepting and capturing tasks as well as related effort. There shall be a continuous alignment between the main Backlog held at Call-Off Contract level and any SOW Backlog (the Call-Off Contract level Backlog focuses on Deliverable Increments whilst the SOW Backlog level focuses on the more detailed tasks). At SOW level the Backlog should largely be operational and should be being refined to a level that can be allocated to the next sprint, timebox or equivalent (aiming to task size).

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- 3.3 In addition to the Backlog, there will be information required by the Buyer for the purposes of recording resources (e.g. for controlling access to infrastructure), measuring performance (e.g. burn charts, etc), evidencing delivery (e.g. acceptance certificates) and so on. Annex 1 provides a provisional, non-exclusive, list of information types which may be used by the Buyer to initially specify typical requirements.
- 3.4 Whilst individual SOWs may operate under the Fixed Price or Incremental Fixed Price pricing mechanisms, all Call-Off Contracts shall be underpinned by an agreed set of Supplier Call-Off Rate Cards. Under all circumstances, regardless of pricing model, Suppliers shall maintain an accurate record of actual resource utilisation and to make this available to the Buyer on request.
- 3.5 When capturing effort, the Supplier is required to link such effort to the SOW and to the respective entry on the applicable Call-Off Rate Card as well as include period start and end date and utilised effort (in hours, days or fractions thereof as determined by the Buyer).
- 3.6 Operational Planning Events will be held at a frequency determined by the Buyer. The purpose will be to agree the next iteration of work (e.g. Scrum Sprint) and to refine the Backlog. The principle of ongoing refinement is a key Agile concept.
- 3.7 Operational Review Events will be held at a frequency determined by the Buyer. Typically, these will be at regular intervals (e.g. every month or every Scrum Sprint). Two contractual related purposes of Operational Review Events are to:
 - 3.7.1 identify when tasks are completed and provide evidence to the Commercial Planning/Review Events that work is "done"; and
 - 3.7.2 capture actual effort taken (versus the forecast) as a means of improving future estimates and providing the raw data for invoicing purposes.

Call-Off Contract Management

- 3.8 Within the context of this Call-Off Contract, taking into account the other levels of contract management, the primary purpose of Call-Off Contract Management includes:
 - 3.8.1 establishing and managing the information flows relevant to the Call-Off Contract;
 - 3.8.2 managing the overarching Backlog and ensuring it is continuously refined to reflect the evolving work;
 - 3.8.3 establishing new SOWs, providing oversight of SOWs in progress and ensuring handover between SOWs as appropriate;
 - 3.8.4 acting as the bridge between SOW management (operational) and commercial matters such as raising and managing invoices and payment, and tracking and managing commitment and spend against the overall Call-Off Contract value estimate;
 - 3.8.5 providing oversight of the resources (Supplier Staff, Subcontractors, etc.) required to deliver the Deliverables under the Call-Off Contract;
 - 3.8.6 creating and maintaining Implementation Plans (as set out in Call-Off Schedule 13A (Health Implementation Plan and Testing));

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- 3.8.7 co-ordinating with stakeholders and the Operational Board if applicable;
 - 3.8.8 managing overall Call-Off Contract level risks, issues, escalations and commercial matters;
 - 3.8.9 managing formal Variations;
 - 3.8.10 acting as the linkage point into Buyer/Supplier Management;
 - 3.8.11 maintaining and updating the Contract specific Call-Off Rate Card(s);
 - 3.8.12 contributing to the maintenance of programme/project artifacts such as business cases, procurement packages, roadmaps, etc;
 - 3.8.13 ensuring smooth transition and hand-over to the recipient of Deliverables (always the Buyer, but it may also be to another supplier if there is another major phase of work to be undertaken by the other supplier under a separate Call-Off Contract or SOW); and
 - 3.8.14 monitoring Supplier performance against Material KPIs.
- 3.9 Typically, the Buyer shall expect oversight of SOWs to form part of the role of a core team who will persist for the duration of the Call-Off Contract. The Buyer shall consider executing a dedicated SOW (typically a rainbow team, on a Capped Time and Materials basis) for defining and managing Call-Off Contract Management activities. This would be in addition to any specific delivery SOWs. This role is not anticipated to be full time, but rather periodic (e.g. no more than a few days per month). If a single SOW is operating at any given time, the role may to be combined with others.
- 3.10 Whereas SOWs will often be sequential, there is no restriction on the number of SOWs that are able to be effective at any point in time. Likewise it is highlighted that Service Provisions under this framework are not lots. This means a Call-Off Contract may involve more than one Service Provision (with individual SOWs possibly commissioned to deliver distinct services).
- 3.11 The above activities are logically defined under the heading of Call-Off Contract Management for the purposes of this Call-Off Contract however the Buyer may choose to capture the above requirements in a manner of their own choosing.

Establishing and Managing Information Flows

- 3.12 Annex 2 provides an initial list of information which may be requested by the Buyer in connection with Call-Off Contract Management. The Buyer may add to this list at any point in time by notifying the Supplier in writing.
- 3.13 The information set out in Annex 2 shall be expected to be kept up to date by the Supplier at the refresh frequency set out in that Annex. The Supplier is required to maintain tight version control and, where noted, obtain Buyer approval to updates as the work progresses.

Managing the Backlog

- 3.14 The Backlog is a key artifact for Call-Off Contract Management. The Backlog shall track Deliverable Increments as they are refined during the Call-Off Contract Period, will identify which SOWs cover each Deliverable Increment, will size them (and cost them under either the Fixed Price or Incremental Fixed Price models), will provide the basis for "accepting" them and will track various other information as set out in Annex 4.

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- 3.15 Whilst the Buyer may choose to have a single Backlog covering each SOW and the Call-Off Contract, at Call-Off Contract level the Backlog is intended to capture the Deliverable Increments whilst delegating the detailed task-level management down to the SOW Backlog.
- 3.16 Payment under the either the Fixed Price or Incremental Fixed Price pricing mechanism will be based on the price agreed in advance. However, the Supplier will be expected to provide a resource estimate which, when combined with Call-Off Rate Card prices, will provide the transparent basis for the fixed price.
- 3.17 The Buyer may elect to use acceptance certificates for all Deliverable Increments agreed as "done" or only for key Deliverable Increments. Under the Fixed Price or Incremental Fixed Price pricing mechanisms, there shall be a clear linkage between an invoiced amount and the relevant Deliverable Increment.
- 3.18 In all cases there shall be a clear linkage between the Backlog and invoices submitted.
- 3.19 Invoice frequency may not align with Operational Review Events (e.g. invoicing may be monthly but review/planning events every two weeks). Under such circumstances, for clarity of receipting and audit purposes, unless agreed otherwise by the Buyer, work yet to be accepted at the Commercial Planning/Review Event shall be held back to the next appropriate invoice period.

Oversight of Statements of Work

- 3.20 Subsequent to the first SOW, new SOWs will be created and agreed under the concept of Call-Off Contract Management. It is anticipated that the team involved in Call-Off Contract Management shall develop the SOW requirements, work with the Supplier to agree the content of the SOW, and decide on the resourcing and pricing models prior to signing off the SOW.
- 3.21 It is the responsibility of the respective Call-Off Contract Managers to ensure SOWs are within the scope of the overarching Call-Off Contract and that budget is available under the Call-Off Contract.
- 3.22 It is envisaged that minor variations to in-place SOWs will be coordinated under the concept of Call-Off Contract Management

Providing oversight of resourcing

- 3.23 Whilst detailed planning of resource allocation to SOW tasks is handled at SOW Management level, there is an ongoing requirement to understand the total resourcing view and where resourcing is deployed at the Call-Off Contract level.
- 3.24 Under the Rainbow Team Accountability Model, the Buyer may have mandatory induction processes to be followed. The Supplier shall ensure that all such requirements are met where required prior to beginning work under any Call-Off Contract or SOW.
- 3.25 The Supplier is also responsible for ensuring that its staff (directly or indirectly employed) perform any data handover / cleansing obligations where applicable at the end of a Call-Off Contract. Call-Off Contract Management is accountable for ensuring this is done.

The bridge between SOW Delivery and payment / Call-Off Contract budget management

- 3.26 The Supplier shall, at all times, maintain an audit path linking delivery information together with invoice information.

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- 3.27 In an Agile environment, the contract value agreed at Call-Off Contract level is typically a maximum possible value rather than a committed sum. Subject to the terms of this Call-Off Contract, committed charges shall be set out in each SOW.
- 3.28 At all times, the Supplier shall track budgets, forecasts and actuals at purchase order level, SOW level and Call-Off Contract level and shall provide a level of granularity (e.g. monthly) as required by the Buyer.
- 3.29 The Supplier shall update such financial summaries to reflect any changes agreed under the formal Variation process.
- 3.30 The Supplier shall notify the Buyer of any forecast overspend at least 60 days in advance of such an overspend occurring.

Buyer/Supplier Management

- 3.31 Buyer/Supplier Management covers the overall relationship between Buyer and Supplier. If there is only one Call-Off Contract in place between the Buyer and Supplier the below activities may be combined under Call-Off Contract Management. However, Buyer/Supplier Management contains obligations which extend beyond specific Call-Off Contracts as set out below.
- 3.32 Buyer/Supplier Management is considered to formally start on the commencement of the Call-Off Contract. However, it is anticipated that Suppliers start to engage in Buyer/Supplier Management on an informal basis as they first become involved in a Further Competition Procedure.
- 3.33 From the Call-Off Contract Start Date the Supplier shall nominate a Buyer Account Manager and the Buyer shall nominate a Supplier Manager
- 3.34 It is expected, as part of non-Call-Off Contract-specific Supplier engagement, that the Supplier makes efforts to "understand" the Buyer. In order to improve competition and ensure a level playing the Buyer shall support attempts by the Supplier to "understand" the Buyer, without prejudicing any Further Competition Procedure.
- 3.35 It is recommended that, where a Supplier has not previously had a relationship with the Buyer, or specific relevant parts of the Buyer's business, that "get to know events" are facilitated by the Buyer.
- 3.36 Buyer/Supplier Management is considered to end on the End Date of the last effective Call-Off Contract between the Buyer and Supplier.
- 3.37 Whilst it is recognised that Buyer/Supplier Management may be incorporated within Call-Off Contract Management, there is certain information which may be aggregated up or is pertinent to the relationship with the Supplier. Examples of such information are listed under Annex 3.
- 3.38 On an ongoing basis, the Buyer and Supplier shall collaborate to ensure appropriate prioritisation of resources, focus and continuous improvement across all Call-Off Contracts between the Buyer and the Supplier.
- 3.39 Buyer SM Events, for handling the above matters, shall be held at a frequency determined by the Buyer.

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Collaborative Buyer/Supplier Events

- 3.40 Periodically, the Buyer may elect to meet with all Suppliers with whom it has Call-Off Contracts or who are actively participating in Framework business with the Buyer.
- 3.41 Typically such events will be held quarterly, but the frequency shall be determined by the Buyer. Suppliers should make every reasonable effort to participate in, and contribute to, such events.
- 3.42 The purpose of such events will typically be to:
 - 3.42.1 provide the Buyer with the opportunity to share, on an equitable basis, future pipelines of work;
 - 3.42.2 provide the Buyer with the opportunity to share future technology trends from the Buyer's perspective;
 - 3.42.3 provide Suppliers with the opportunity to suggest overall improvements to the way the Framework Contract is working with the Buyer;
 - 3.42.4 share emerging technologies coming out of Supplier activities;
 - 3.42.5 identify where there may be market shortages in skills and discuss mechanisms (training, knowledge sharing, buddying/mentoring, etc.) to address such shortages;
 - 3.42.6 agree proposals for possible changes to be considered by CCS;
 - 3.42.7 discuss opportunities to improve the operation of the overall Framework Contract;
 - 3.42.8 discuss proposed updates to the Framework Contract; and
 - 3.42.9 any other activity which may be proposed by the Buyer.

4. KEY MECHANISMS

- 4.1 Product **Backlog** (Scrum®) or Prioritised Requirements List (AgilePM®) or equivalent:
 - 4.1.1 Typical information to be held in the Backlog may be found in Annex 4;
 - 4.1.2 The Backlog should be considered to be the operational equivalent of a change control log capturing refinements, changes, additions and deletions. The Backlog demonstrates the value delivered (even if only at Deliverable Increment) and provides an indicator on how much change the project/programme has had to absorb;
 - 4.1.3 The Backlog evidences value delivered; and
 - 4.1.4 Since the Backlog captures ongoing refinement, Variations should only be required to changes to funding, scope and high level Milestones/timescales.
- 4.2 **Variation and Change Management**
 - 4.2.1 The term "SOW Variation" is used to describe changes to budget, timescales, and scope at the SOW level. Other than the Buyer ensuring finances are still available and that the scope of the SOW remains inside the Call-Off Contract, such SOW Variations are intended to be managed

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within the Call-Off Contract. As such extended Buyer governance is not anticipated.

4.2.2 The term "Variation", in this context, is used to describe changes to overall contract value, overall contract milestones and/or term and where overall scope requires to change and such Variations shall follow the procedure set out at Clause 24.

4.2.3 The Supplier is required to maintain copies of all Variation and SOW Variation documentation.

4.3 **Balanced Scorecard**

4.3.1 Where the Buyer determines, the Supplier shall work with the Buyer to develop the detail of a Balanced Scorecard.

4.3.2 The Buyer shall give notice to the Supplier as to when the Balanced Scorecard shall become effective.

4.3.3 The principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (or any later replacement) shall apply.

4.3.4 The Parties shall refer to the Balanced Scorecard Paper, Annex A: Diagram and Annex B: Strategic Themes and Critical Success Factors associated with Procurement Policy Note 09/16 (or latest equivalents) when formulating a Balanced Scorecard.

4.3.5 The Buyer may elect to apply a Balanced Scorecard either per Call-Off Contract or at Supplier level.

4.3.6 The frequency of update to the Balanced Scorecard shall be determined by the Buyer (but will generally align with Commercial Planning/Review Events at Call-Off level and/or Buyer SM Events at Supplier level).

4.3.7 An example of a Balanced Scorecard may be found in Annex 5.

5. **RISK MANAGEMENT**

5.1 Reference is made to the HM Treasury Green Book supplementary guidance on risk (<https://www.gov.uk/government/publications/green-book-supplementary-guidance-risk>).

5.2 In particular, the principles and concepts contained in the Orange Book shall underpin the risk management practices implemented under this Schedule.

5.3 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

5.4 The Buyer will aim to ensure that the placement of risk is appropriate (i.e. risk is placed where it can be influenced).

5.5 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for;

5.5.1 the identification and management of risks;

5.5.2 the identification and management of issues; and

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- 5.5.3 monitoring and controlling project plans.
- 5.6 The Supplier shall allow the Buyer to inspect at any time within the Supplier's working hours the accounts and records which the Supplier is required to keep.
- 5.7 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer and the Supplier have identified.
- 5.8 The Buyer may elect, at any point in time, to conduct ongoing Supplier risk management as follows:
 - 5.8.1 the Buyer may choose to use credit rating checks (such as those offered by Experian and Dun & Bradstreet) to monitor the financial health of the Supplier;
 - 5.8.2 should the Buyer determine that a Supplier could be at financial risk, the Buyer may request financial details (including current unpublished accounts) in order to better understand any risk which could have an impact on the Call-Off Contract;
 - 5.8.3 on request by the Buyer, the Supplier shall provide and work to a financial risk mitigation plan as a means of protecting the interests of the Buyer; and
 - 5.8.4 the Supplier shall take reasonable steps to ensure the financial health of any Subcontractors it engages with. In the event of a potential risk with any Subcontractor the Supplier shall notify the Buyer of such risks and the mitigation actions it is taking to protect the interests of the Buyer.

6. KEY ROLES

- 6.1 Key Roles and Key Staff are identified and named in each SOW.
- 6.2 The Supplier and the Buyer shall each nominate an Operational Contract Manager for the purposes of this Call-Off Contract through whom the provision of the Deliverables shall be managed day-to-day.
- 6.3 The Supplier and the Buyer shall each nominate a Call-Off Contract Manager for the purposes of this Call-Off Contract through whom commercial matters may be escalated as and when needed and at a regular frequency as determined by the Parties.
- 6.4 The Parties shall ensure that appropriate resource is made available on a regular basis such that the contract management aims, objectives and specific provisions of this Call-Off Contract can be fully realised.

Operational Contract Managers

- 6.5 Operational contract management shall cover matters including:
 - 6.5.1 developing technical scope for individual SOWs;
 - 6.5.2 ongoing joint management of Backlog item lists;
 - 6.5.3 resource monitoring; and
 - 6.5.4 progress against Deliverables and reporting and receipting of the same.
- 6.6 The Supplier's Operational Contract Manager shall be:

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- 6.6.1 the primary point of contact to receive operational communications from the Buyer and will also be the person primarily responsible for providing operational information to the Buyer;
 - 6.6.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Operational Contract Manager's responsibilities and obligations;
 - 6.6.3 able to cancel any delegation and recommence the position himself; and
 - 6.6.4 replaced only after the Buyer has received notification of the proposed change.
- 6.7 The Buyer's Operational Contract Manager is the Buyer side of the Operational Contract Management relationship, providing operational communications to the Supplier, acknowledging receipt of Deliverables, and having equivalent obligations with respect to delegation and notification of any changes.
- 6.8 The Buyer may provide revised instructions to the Supplier's Operational Contract Manager in regards to the operation of the Call-Off Contract and it will be the Supplier's Operational Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 6.9 Receipt of communication from the Supplier's Operational Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Call-Off Contract.

Call-Off Contract Managers

- 6.10 Commercial Contract Management shall cover matters including:
- 6.10.1 development of commercial scope for individual SOWs;
 - 6.10.2 ensuring compliance with Call-Off Contract terms;
 - 6.10.3 oversight of commercial performance of the Call-Off Contract; and
 - 6.10.4 resolution of commercial issues, including any need for contractual dispute resolution or escalation.
- 6.11 The Supplier's Call-Off Contract Manager shall be:
- 6.11.1 the primary point of contact to receive commercial communications from the Buyer and will also be the person primarily responsible for providing commercial information to the Buyer;
 - 6.11.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Call-Off Contract Manager's responsibilities and obligations;
 - 6.11.3 able to cancel any delegation and recommence the position himself; and
 - 6.11.4 replaced only after the Buyer has received notification of the proposed change.

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- 6.12 The Buyer's Call-Off Contract Manager is the Buyer side of the Commercial Contract Management relationship, providing commercial communications to the Supplier and having equivalent obligations with respect to delegation and notification of any changes.
- 6.13 The Buyer may provide revised instructions to the Supplier's Call-Off Contract Manager in regards to the commercial aspects of the Call-Off Contract and it will be the Supplier's Call-Off Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 6.14 Receipt of communication from the Supplier's Call-Off Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Call-Off Contract.

Supplier Manager and Account/Buyer Manager

- 6.15 The Buyer side Supplier Manager, if named by the Buyer, is the individual with oversight of the Supplier as a whole and shall be the prime contact for the Supplier's Account/Buyer Manager.
- 6.16 Buyer matters which are not able to be dealt with at the Call-Off Contract level shall be escalated to the Supplier Manager.
- 6.17 The role shall delegate to the Buyer's Call-Off Contract Manager if not named.
- 6.18 The Supplier side Account/Buyer Manager, if named by the Supplier, is the individual with the relationship with the Buyer as a whole and shall be the prime contact for the Buyer's Supplier Manager.
- 6.19 Supplier matters which are not able to be dealt with at the Call-Off Contract level shall be escalated to the Supplier's Account/Buyer Manager.
- 6.20 The role shall delegate to the Supplier's Call-Off Contract Manager if not named.

Contract Boards

- 6.21 One or more Contract Boards may, at the Buyer's sole option be established for the purposes of this Call-Off Contract. At minimum the Supplier and the Buyer shall be represented on the board.
- 6.22 Where required, the board members, frequency and location of board meetings and planned start date by which the board shall be established shall be set out in Annex 6.
- 6.23 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 6.24 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

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- 6.25 The purpose of the board meetings will generally be to review the performance of the Call-Off Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

Executive Sponsors

- 6.26 Each party may elect to nominate an Executive Sponsor for the purposes of ensuring corporate alignment with the overall Buyer/Supplier relationship as well as acting as a point of escalation to assist in removing potential corporate blockers.

7. KEY INFORMATION

- 7.1 The Buyer requires the Supplier to provide the management information as identified in the Annexes to this Schedule. These requirements are without limitation to the Buyer's right to require the submission of information, reports, records and data as set out elsewhere in the Call-Off Contract.

- 7.2 The Supplier shall, within 30 days of the earliest of:

- 7.2.1 the date which is 30 days before the end of the Call-Off Contract Period;
- 7.2.2 receipt of a Termination Notice;
- 7.2.3 notification by the Buyer of an actual or intended Service Transfer; or
- 7.2.4 a written request by the Buyer,

provide the Buyer with a complete set of up to date information in respect of all types of information set out in the Annexes.

8. INVOICING AND PAYMENT

- 8.1 The frequency of invoicing shall be on a Monthly basis, unless agreed by the Buyer, in writing, as otherwise.
- 8.2 Invoices for the preceding Month shall be submitted within 10 Working Days of the end of the Month unless agreed, in writing, by the Buyer as otherwise.
- 8.3 Separate invoices shall be provided for each SOW, clearly identifying the Call-Off Contract and SOW which the invoice relates to.
- 8.4 The information to be provided by the Supplier with each Invoice shall be that identified in Annex 7.
- 8.5 In order to facilitate prompt payment of invoices, the Supplier shall coordinate with the Buyer to ensure acceptance of Deliverables completed.
- 8.6 The Buyer shall notify the Supplier of any incorrect Invoice submissions within 5 Working Days of receipt. Incorrect invoices shall include (without limitation) invoices for work which has not been accepted by the Buyer and invoices based on incorrect rates. The Supplier shall resubmit invoices once corrected.
- 8.7 Unless otherwise agreed, the Buyer shall pay all accepted invoices within 30 days of submission.

Call-Off Schedule 15A (Health Supplier and Contract Management)

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9. MATERIAL KPIs

- 9.1 The Supplier's performance shall be measured by the Material KPIs set out in the Order Form.
- 9.2 The Supplier shall comply with the Material KPIs and establish processes to monitor its performance against them and the Supplier's achievement of Material KPIs shall be reviewed during Commercial Planning/Review Events.
- 9.3 The Buyer reserves the right to adjust, introduce new, or remove Material KPIs throughout the Call-Off Contract Period, however any significant changes to Material KPIs shall be agreed between the Buyer and the Supplier in accordance with the Variation Procedure.
- 9.4 The Buyer reserves the right to use and publish the performance of the Supplier against the Material KPIs without restriction.
- 9.5 In the event that the Buyer and the Supplier are unable to agree the performance score for any Material KPI during a Commercial Planning/Review Event, the disputed score shall be recorded and the matter shall be referred to the Buyer Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 9.6 In cases where the Buyer Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.
- 9.7 Failures to meet Material KPIs shall be addressed in accordance with Paragraphs 5.4 and 5.5 of Framework Schedule 4 (Framework Management).

Call-Off Schedule 15A (Health Supplier and Contract Management)

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Annex 1: SOW Management Related Information

Topic	Frequency or Details
Operational Planning Event Frequency	Fortnightly
Operational Review Event Frequency	Fortnightly

[

The following table provides a list of information required by the Buyer as part of the SOW Management process.

Notes:

1. There are some artifacts which held at Call-Off Management level which could equally apply at this level. Please read that list too (Annex 2).
2. Supplier and Subcontractor related topics are covered under Buyer/Supplier Management
3. This list is non-exclusive, and the Buyer may elect to include other information.

Type of Information		Required ?	Refresh Frequency
A1.01	Backlog (Task level)	Yes	Operational Planning Event
A1.02	Forecast Resource Profile	Yes	Operational Planning Event
A1.03	Actual Resource Utilisation	Yes	Operational Review Event
A1.04	Task Completion Status	Yes	Operational Review Event
Typical Agile Artifacts (Statement of Work Information)			
A1.10	Sprint Burndown Report	Y	Supplied via Jira
A1.11	Velocity Chart	Y	Supplied via Jira
A1.12	Epic and Release Burndown Chart	Y	Supplied via Jira
A1.13	Agile Control Chart	N	[N/A]
A1.14	Cumulative Flow Diagram	N	N/A]
A1.15	Value Delivered Chart	N	[N/A]
A1.16	Work Item Age Chart	N	[N/A]

Call-Off Schedule 15A (Health Supplier and Contract Management)

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Annex 2: Call-Off Contract Management Information

Topic	Frequency or Details
Commercial Planning/Review Event Frequency	Monthly

The following table provides a list of information required by the Buyer as part of the Call-Off Contract Management process (note that this is a logical model and the Buyer may elect to operate "events" under different labels).

Notes:

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period).

Ref.	Type of Information	Required ?	Refresh Frequency
Contract Management Artifacts			
A2.01	Backlog (Deliverable Increment Level) (including agreements to Acceptance, Pricing, Status, etc – see Backlog for details)	Yes	Commercial Planning / Review Event
A2.02	List of Supplier Staff including: SOW, Unique ID, Name, Job Role, link to Call-Off Rate Card, rate, Start Date, End Date, Planned Days, Forecast Days, Actual Days, Security Level, Contractor Status, IR35 determination, etc as specified by the Buyer)	Yes	Commercial Planning / Review Event
A2.03	Cost/Spend Cash Flow Data including: SOW, Budget, Forecast, Actual, links to POs, Variations, etc as specified by the Buyer	Yes	Commercial Planning / Review Event
A2.04	Risks, Issues (and Opportunities) Log including impact assessment, mitigation details, etc.	Yes	Commercial Planning / Review Event
A2.05	Any remediation plans agreed, and any progress against an agreed remediation plan.	Yes	Commercial Planning / Review Event
A2.06	Statement of any commercial issues by the Supplier during that period (late payment). Report of resolution of any previously noted items.	Yes	Commercial Planning / Review Event
A2.07	Copies of notices received and/or issues by the Buyer, and referrals to any Dispute Resolution Procedure	Yes	On demand by the Buyer
A2.08	Variations detailing material changes to scope, cost, major milestones and/or overall timescales	Yes	On demand by the Buyer
A2.09	Stakeholder Map	Y	To be determined following SOW 2
A2.10	Communications Plan	Y	To be determined following SOW 2
A2.11	Copies of all Contract related documents including referenced documents, relevant Sub-Contracts and any ancillary documents (including amendments)	Yes	On demand by the Buyer
A2.12	Current contact and address for notices under the Call-Off Contract.	Yes	Immediate and updates following any changes

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Ref.	Type of Information	Required ?	Refresh Frequency
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[N/A]

Ref.	Type of Information	Required ?	Refresh Frequency
Typical AgilePM® Products (ref: Agile Project Management Handbook by the DSDM® Consortium): https://www.agilebusiness.org/page/ProjectFramework_08_Product			
A2.20	Terms of Reference	N	[N/A]
A2.21	Business Case	N	[N/A]
A2.22	Solution Architecture Definition	Y	[To be determined following SOW 2]
A2.23	Development Approach Definition	Y	[To be determined following SOW 2]
A2.24	Delivery Plan (also under Implementation Plans)	Y	[To be determined following SOW 2]
A2.25	Timebox Plans (also under Implementation Plans)	Y	[To be determined following SOW 2]
A2.26	Timebox Review Records	Y	[To be determined following SOW 2]
A2.27	Management Approach Definition	Y	[To be determined following SOW 2]
A2.28	Feasibility Assessment	Y	[To be determined following SOW 2]
A2.29	Foundations Summary	Y	[To be determined following SOW 2]
A2.30	Project Review Report	Y	[To be determined following SOW 2]
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[N/A]
Other Agile Products (courtesy Blended Agile Delivery www.thebadtoolkit.com)			
A2.40	V MOST Mission Boards	N	[N/A]
A2.41	ROI Projections	N	[N/A]
A2.42	EPIC Board (also under Implementation Plans)	Y	[To be determined following SOW 2]
A2.43	User Stories	Y	[To be determined following SOW 2]
A2.44	Release Propositions	Y	[To be determined following SOW 2]
A2.45	Proof of Concepts (POCs) / Spikes	Y	[To be determined following SOW 2]
A2.46	Designs / UX (User Functionality)	Y	[To be determined following SOW 2]
A2.47	Business Architecture Changes	Y	[To be determined following SOW 2]
A2.48	Data Changes	Y	[To be determined following SOW 2]

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Ref.	Type of Information	Required ?	Refresh Frequency
A2.49	Candidate Architectures	Y	[To be determined following SOW 2]
A2.50	PTEST Requirements	N	[N/A]
A2.51	Elaboration Boards (also under Implementation Plans)	N	[N/A]
A2.52	Spring Boards (also under Implementation Plans)	N	[N/A]
A2.53	Delivery Metrics	Y	[To be determined following SOW 2]
A2.54	Health Checks	Y	[To be determined following SOW 2]
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[N/A]

Ref.	Type of Information	Required ?	Refresh Frequency
Contributions to Other Programme / Project Management Artifacts (not listed above)			
A2.60	Technical Requirements (Functional / Non-Functional)	Y	[To be determined following SOW 2]
A2.61	Technical Constraints (e.g. compatibility with existing systems)	Y	[To be determined following SOW 2]
A2.62	Pre-procurement support activities	N	[N/A]
A2.63	Make or Buy Analysis	N	[N/A]
A2.64	Technical Stack Specification	Y	[To be determined following SOW 2]
A2.65	Technical Road Map	Y	[To be determined following SOW 2]
A2.66	Target Operating Model	Y	[To be determined following SOW 2]
A2.67	Skills Requirements Profile	Y	[To be determined following SOW 2]
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[N/A]

Ref.	Type of Information	Required ?	Refresh Frequency
Security and Personal Data Reporting Information			
A2.70	DSP Toolkit Submissions	Yes	Annually in arrears
A2.71	Copies of required security clearance certificates for all staff (where staff process Patient Identifiable Data or are on Buyer Premises or access Buyer Systems)	Yes	[On demand by the Buyer]
A2.72	Unique individual identifier number and full name of staff handling Patient Identifiable Data (where staff process Patient Identifiable Data or are on Buyer Premises or access Buyer Systems)	Yes	[On demand by the Buyer]
A2.73	Updated DPIA	No	N/A
A2.74	Completed Information Security Management (ISM) Document Set	No	N/A

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Ref.	Type of Information	Required ?	Refresh Frequency
A2.75	Evidence of data destruction certification	Yes	On demand by the Buyer
A2.76	Notices of any breach of data provision or security provisions	Yes	On occurrence

Ref.	Type of Information	Required ?	Refresh Frequency
Handover / Exit Related Information			
A2.80	Records required by Law as they relate to the provision of the services (including in relation to health and safety matters and health and safety files), such records to be prepared in accordance with any applicable laws or regulations.	Yes	On demand by the Buyer
A2.81	All training, implementation, operation and maintenance manuals related to the provision of the Deliverables.	Y	On demand by the Buyer
A2.82	All certificates, licences, registrations or warranties related to the provision of Deliverables	Y	On demand by the Buyer
A2.83	Exit Plan (and any requested updates)	Y	(see Call-Off Schedule 10: Exit Management)
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[N/A]

Ref.	Type of Information	Required ?	Refresh Frequency
TUPE Information			
A2.90	Details of service functions that have provided services to the Buyer, and the denoting characteristics that delineate the functions (including but not limited to function code references and names used on the Supplier's finance system, and period of time for which such code has existed).	N	On demand by the Buyer
A2.91	Details of the number of customers supported by the Supplier's named service functions.	N	On demand by the Buyer
A2.92	The Staffing Information (as defined in Call-Off Schedule 2 (Staff Transfer) Buyer in relation to an anticipated potential Service Transfer or as required to be provided under the Schedule	N	On demand by the Buyer
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[N/A]

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Annex 3:

Buyer/Supplier Management Information

Topic	Frequency or Details
Buyer SM Event Frequency	[Quarterly]

The following table provides a list of information required by the Buyer as part of the Buyer/Supplier Management process (note that this is a logical model and the Buyer may elect to operate "events" under different labels).

Notes:

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period).
3. Information which could be seen to be advantageous to all Suppliers or which would be of benefit to all parties are dealt with under Buyer Specific Framework Management.

Ref.	Type of Information	Required ?	Refresh Frequency
Supplier and Sub-Contract Related Information			
A3.01	Report from the Supplier of any change to its financial standing / any change to its group structure.	Yes	On demand by the Buyer
A3.02	Request for use of any additional Subcontractors not forming part of the original Framework either: <ul style="list-style-type: none"> • As part of a proposed response to a new Further Competition Procedure; or During execution of an existing Call-Off Contract	Yes	Prior to competition. Prior to mobilisation (as appropriate)
A3.03	Written confirmation by the Supplier, confirmed in writing by the Subcontractor(s), that they have in place a contract which mirrors the provisions of the Call-Off Contract with the Supplier	Yes	On demand by the Buyer
A3.04	Written assurance by any Subcontractor that the provisions under A3.03 are also cascaded down their supply chain	Yes	On demand by the Buyer
A3.05	Copies of published financial accounts	Yes	On demand by the Buyer
A3.06	In the event of the Buyer becoming aware of any financial difficulties being faced by the Supplier (as reasonably judged by the Buyer), copies of current accounts (whether published or not)	Yes	On demand by the Buyer
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[N/A]

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Ref.	Type of Information	Required ?	Refresh Frequency
Aggregated Views			
A3.10	Summary of all Call-Off Contracts, Variations and SOWs from a performance perspective (possibly in the form of a traffic light report). All as required by the Buyer	Yes	Buyer SM Event
A3.11	Summary of cash flow (budget, forecast, actual) for all Call-Off Contracts and SOWs	Yes	Buyer SM Event
A3.12	Summary of resources deployed and any people issues requiring resolution	Yes	Buyer SM Event
A3.13	Summary of escalated risks, issues and other escalation topics (e.g. around obligations)	Yes	Buyer SM Event
A3.14	Quality Review Heat Map (or equivalent) capturing an assessment of quality against things like User needs, roadmaps, technology, delivery, transparency, decision making, go-live readiness, etc as defined by the Buyer	Yes	Buyer SM Event
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	N/A]
Supplier (and Buyer) Performance and Continuous Improvement			
A3.20	Overall "Temperature Checks" or "Office Vibe" status or equivalent – providing 360° feedback on things like relationships, recognition, growth and development, wellness, happiness, etc (May also be at individual Call-Off Contract level)	Y	Buyer SM Event
A3.21	Balanced Scorecard (as defined in detail in paragraph 4.3)	Y	Buyer SM Event
A3.22	Mutual personnel development opportunities	Y	As mutually agreed
A3.23	Continuous improvement / opportunities	Y	As mutually agreed
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[N/A]
Overall Supplier Governance			
A3.30	Summary of agreed remediation actions and their status	Yes	Buyer SM Event
A3.31	Mutual Review and endorsement of Call-Off Contract Variations	Yes	On demand by the Buyer
A3.32	Recommendations to be taken to framework level (under the management of the Authority)	Yes	As mutually agreed
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	N/A]

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Annex 4: Product Backlog/Prioritised Requirements List

Please refer to 'Annex 4: Call-Off Schedule 20 – Product Backlog Item List', within 'Call-Off Schedule 20 (Call-Off Specification)'.

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Annex 5: Balanced Scorecard (Example)

1. In addition to the Supplier's performance management obligations set out in the Framework Contract, the Buyer and the Supplier may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard examples below). However, the Balanced Scorecards may change and be amended over the life of the Contract.

Example 1**Example 2**

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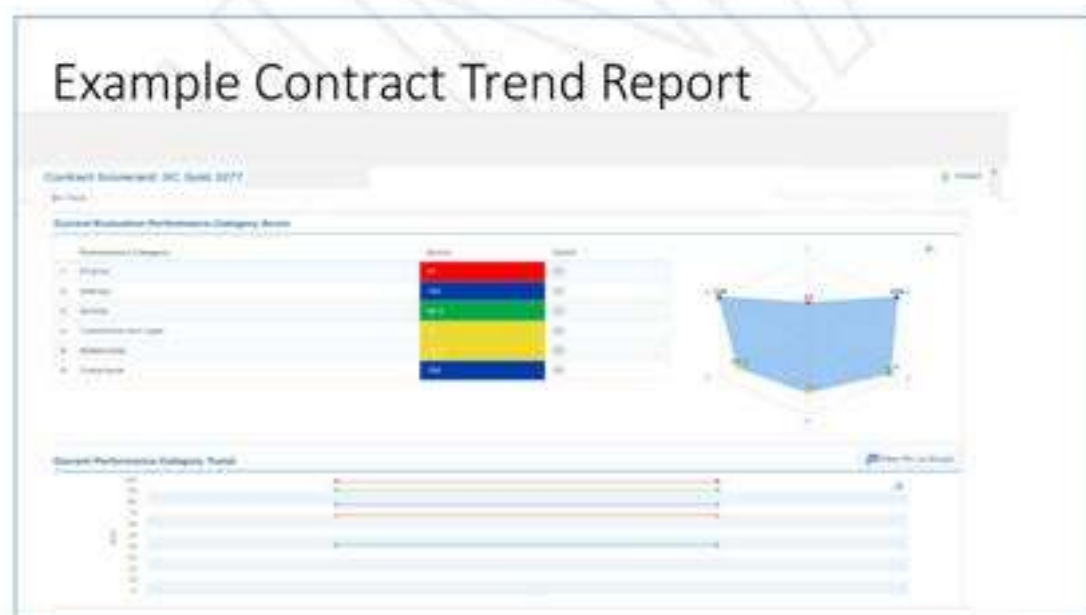
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Example Contract Trend Report



Example 3



Example 4

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Call-Off Ref:

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Annex 6: Contract Boards

To be confirmed prior to contract execution.

If required, the Parties agree to operate the following boards at the locations and at the frequencies set out below:

Meeting	Purpose	Location	Frequency
1.			
2.			
3.			
4.			
5.			

Named Operational Board Members	
Buyer	
Operational Contract Manager	
Commercial Lead	[insert name]
[Title 3]	[insert name]
Supplier	
[Title 1]	[insert name]
[Title 2]	[insert name]
Other	
[Title 1]	[insert name]
[Title 2]	[insert name]

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Annex 7: Information to be provided on Invoice

The following information is required to be provided along with each invoice:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.1	Details of the reference for the Call-Off Contract.	All	with each invoice
1.2	Details of the reference of the Statement of Work. To include reference to Milestones.	All	with each invoice
1.3	Details of the reference of the Variation.	All	with each invoice
1.4	Unique invoice number.	All	with each invoice
1.5	Buyer Purchase Order number (allocated on a per Programme basis by the Buyer).	All	with each invoice
1.6	Date of invoice.	All	with each invoice
1.7	Portfolio reference and programme name.	All	with each invoice
1.8	The period(s) to which the relevant Charge(s) relate.	All	with each invoice
1.9	Details of payments due in respect of achievement of a milestone.	All	with each invoice
1.10	Details of any service credits or similar incentives that shall apply to the charges detailed on the invoice.	All	with each invoice
1.11	The total charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Buyer under the terms of this Call-Off Contract, and separately.	All	with each invoice
1.12	Any VAT or other sales tax payable in respect of the same.	All	with each invoice
1.13	A contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries.	All	with each invoice
1.14	The banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).	All	with each invoice
1.15	Detailed time sheets for any time and materials-based pricing, including unique individual identifier number (and same number to be used in all correspondence, reports, provision of information etc. in relation to Supplier's staff), and full name. To include description of type of work undertaken, role and Team description.	All	with each invoice
1.16	Copies of invoices including VAT information for any expenses-based disbursements and deductions.	All	with each invoice
1.17	Asset number/ Asset type, (hardware/software, perpetual licence or subscription) description and period covered of any purchased / licensed / leased items.	All	with each invoice
1.18	Where appropriate, details of user stories worked on by each individual.	Software Development services	with each invoice

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The information below offers an example of how various types of charges might be best detailed on an invoice:

Buyer Details Buyer Details Buyer Details Buyer Details				Supplier Details Supplier Details Supplier Details Supplier Details				
				Invoice # xxxxx				
				Invoice Date xx/xx/xx				
				Purchase Order xxxxxxxx				
Portfolio Ref (P000/xx)		Programme Name						
SOW xxx	Variation (OCNxx)		SOW Title					
Milestone								
Deliverable	Reference #	Description of Work completed				Period	xxxx	
Deliverable	Reference #	Description of Work completed					Amount	
Deliverable	Reference #	Description of Work completed					Amount	
Deliverable	Reference #	Description of Work completed					Amount	
Team								
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)			Period	xxxx	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)			Day Rate	Days	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)			Day Rate	Days	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)			Day Rate	Days	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)			Day Rate	Days	
Hardware								
Product	Product Code	Serial #	Type (e.g. Server, Laptop, Tablet, Mobile Phone)			Period	xxxx	
Product	Product Code	Serial #	Type (e.g. Server, Laptop, Tablet, Mobile Phone)				Amount	
Product	Product Code	Serial #	Type (e.g. Server, Laptop, Tablet, Mobile Phone)				Amount	
Software License								
Product	Description	Perpetual/Subscription	Licence Period	From	To	# Users	Amount	
Product	Description	Perpetual/Subscription	Licence Period	From	To	# Users	Amount	
Product	Description	Perpetual/Subscription	Licence Period	From	To	# Users	Amount	
Expenses								
Name	Date Incurred	Type (Travel, Accommodation etc)	Description including Provider				Period	xxxx
Name	Date Incurred	Type (Travel, Accommodation etc)	Description including Provider					Amount
Credits								
Description						Period Applied	xxxx	
						Period Relates To	Amount	
						Net Total	XXXX	
						VAT / Sales Tax	XXXX	
						Gross Total	XXXX	
Banking Details Account Name: Bank: Sort Code: Account No: IBAN Code: VAT Number:				Supplier Finance Department Contact Name: Contact Number:				

Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

- 1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and

"Upper Quartile"

in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

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- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

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- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 18 (Background Checks)

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Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on the Contract.

2. Definitions

"Relevant Conviction" means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Call-Off Schedule 18 (Background Checks)

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Annex 1 – Relevant Convictions

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Definitions

Expression Acronym	or	Definition
BAU		Business as usual
UEC		Urgent and Emergency Care
GDS		Government Digital Service
SOW		Statement of Work
EAB		Enterprise Architecture Board
SNOMED		Systemised Nomenclature of Medicine – Clinical Terms

Call-Off Schedule 20 (Call-Off Specification)

1. Context

NHS Pathways Clinical Decision Support System is a suite of around 20 products used in Urgent and Emergency care settings. It is used over the telephone to support non-clinical call handlers in directing callers to the most appropriate level of care for the care needs of the patient at the time of the call. It does not seek to diagnose patients but assesses symptoms to direct them to the most appropriate care setting for further assessment where required. NHS Pathways content also 'powers' 111 online.

It is used by all NHS 111 telephone service providers in England, and approximately half of 999 Ambulance service providers. It currently supports the remote assessment of nearly 19 million triages per year. It is also used by clinicians to support their assessments.

Technical and development support for the NHS Pathways BAU service is provided via an 'in-house' service which is a blend of permanent staff and supplier resources.

The tooling that underpins NHS Pathways has been on a purely maintain-only basis for many years. Various areas for future improvement have been identified which were confirmed via a Discovery phase looking at the tooling and the associated IT systems and a single Alpha looking at future Data Models.

The reports and other outputs from the Discovery phase and the single Alpha provide a baseline for the work now required to re-platform, re-architect and re-tool NHS Pathways. The expectation is for a redevelopment of the primary components on NHS Pathways, potentially including:

- New data models
- New authoring (content) tooling
- New content-distribution approach (covering technical changes and therefore new business process)

2. Scope

This call-off contract is to support the delivery of the Buyers outcomes related to the Live Development and DevOps Delivery (including continuous improvement) of the NHS Pathways suite of products. This includes:

- Discovery work, proof of concepts and other technical validation and operational viability work as a precursor to larger change work being undertaken.
- Development and delivery of new features into live service. The Supplier will be responsible for delivering several changes, new features and functionality as prioritised on the product backlog.
- Day-to-day operations including on-going maintenance.

This call-off contract will also include any activity associated with a handover of the contract from the incumbent suppliers to the new supplier (if supplier is different).

Re-platforming/re-architecture and re-tooling of NHS Pathways

This call-off contract is to support the delivery of the Buyers outcomes related to the re-platforming, re-architecture and re-tooling of NHS Pathways (known as Pathways re-platforming)

The objective of the call-off is to address the issues that have been confirmed via a Discovery phase looking at the tooling and the associated IT systems in 2020 and a single Alpha looking at future Data Models in early 2021. The details of this work carried out to date will be shared with the successful supplier as part of the initial re-platforming SOW (see SOW 2).

These issues include-

- The pace at which new Pathways content can be safely authored (from a clinical perspective) and distributed via the current tools does not support agile ways of working.
- The data models and the associated IT systems/tools require modernisation to address the following-
 - They are inflexible, and complex to change.
 - They need 'future proofing' to enable NHS Pathways to take advantage of new and emerging technologies
- Development is required to bring the tooling up to the expectations of the organisations latest Software Engineering standards.

The services required will include-

- Proof of concepts and other technical validation and operational viability work (such as Alpha and Beta testing) building on previously completed Discoveries, as a precursor to the change work being undertaken.
- Development and delivery of the change work. The supplier will be responsible for delivering IT system redevelopment, potentially including new data models, new authoring tooling and a new content-distribution approach.

NHS Pathways have an overarching vision of what Pathways re-platforming needs to deliver in terms of a modernised system that addresses the identified issues and is 'fit for purpose' for the future, along with an associated high-level budget and expected timeframe.

However, the phases of work required to deliver that vision are flexible with the detailed scope and requirements for each phase only becoming clear on completion of the previous phase. This is typical of Agile working.

To that end, there will be several associated Statements of Work (SOWs) under the overall Call-off and within the scope of the budget allocated that the supplier will be required to deliver against to achieve each of the phases needed to meet the overarching vision.

2.1. Geographical Scope

2.1.1. Target Geography

England

2.1.2. Delivery Geography

For BAU DevOps, the Supplier team are expected to attend 7 & 8 Wellington Place, Leeds. LS1 4AJ on most days, with the option to work remotely some of the time.

For re-platforming, the Supplier team are expected to work largely remotely, but with a secondary location of attending 7 & 8 Wellington Place, Leeds. LS1 4AJ to meet with the members of NHS Pathways and the Supplier BAU DevOps team.

2.1.3. Organisational Scope

NHS Pathways sits within the Urgent and Emergency Care (UEC) Directorate within NHS Digital. The UEC Directorate itself sits under the Product Directorate.

2.2. End Users

2.2.1. Target Sectors

Target Sectors details are contained in:	Annex 1
Addition of 'Urgent Emergency Care Sector' to the Health and Social Care Settings table in Annex 1.	

2.2.2. Target Users

Target users will be members of the Urgent and Emergency Care sub-Directorate within NHS Digital.
Re-platforming and retooling will focus on NHS Pathways staff (including clinicians) who are the primary users.

2.3. Stakeholders

Stakeholders will primarily be internal and members of the Urgent and Emergency Care sub-Directorate within NHS Digital. For a non-exhaustive list: <ul style="list-style-type: none">• UEC Directory of Services• 111 Online
In addition, for Pathways re-platforming, the following stakeholders outside of NHS Digital will be involved: <ul style="list-style-type: none">• Interested parties in NHSx and NHS England Urgent and Emergency Care• The host system suppliers who embed the Pathways content• Indirectly – the 111 & 999 providers who use the Pathways content

2.4. Timing Scope

This call-off contract is dependent on funding being agreed for the period of its duration, which in turn may be impacted by government, departmental and organisational priorities. Funding is requested on a yearly basis.
For Pathways re-platforming, it is envisaged that the data model & the associated IT systems/tools that are built will future-proof NHS Pathways for at least 5 years, subject to ongoing continuous improvements under the BAU service.

2.5. Life-Cycle Scope

For the BAU service, this will cover running and maintaining but no need of handover or exit transition until the end of the call-off period.

For Pathways re-platforming, this will encompass the full set of GDS agile build phases including some further Discovery, but mainly Alpha, Beta and migration to the Live service. With the same supplier undertaking both support for the BAU service and the re-platforming work, this will enable the effective transition of the re-platformed service into Live operation.

The SOW's for each phase of the re-platforming will identify the outputs that the Supplier is required to produce at the end of that phase to ensure a smooth transition from phase to phase with minimal delay.

2.6. Technical Scope

2.6.1. Core Technical Capabilities

Technology Capability details are contained in:

Annex 2

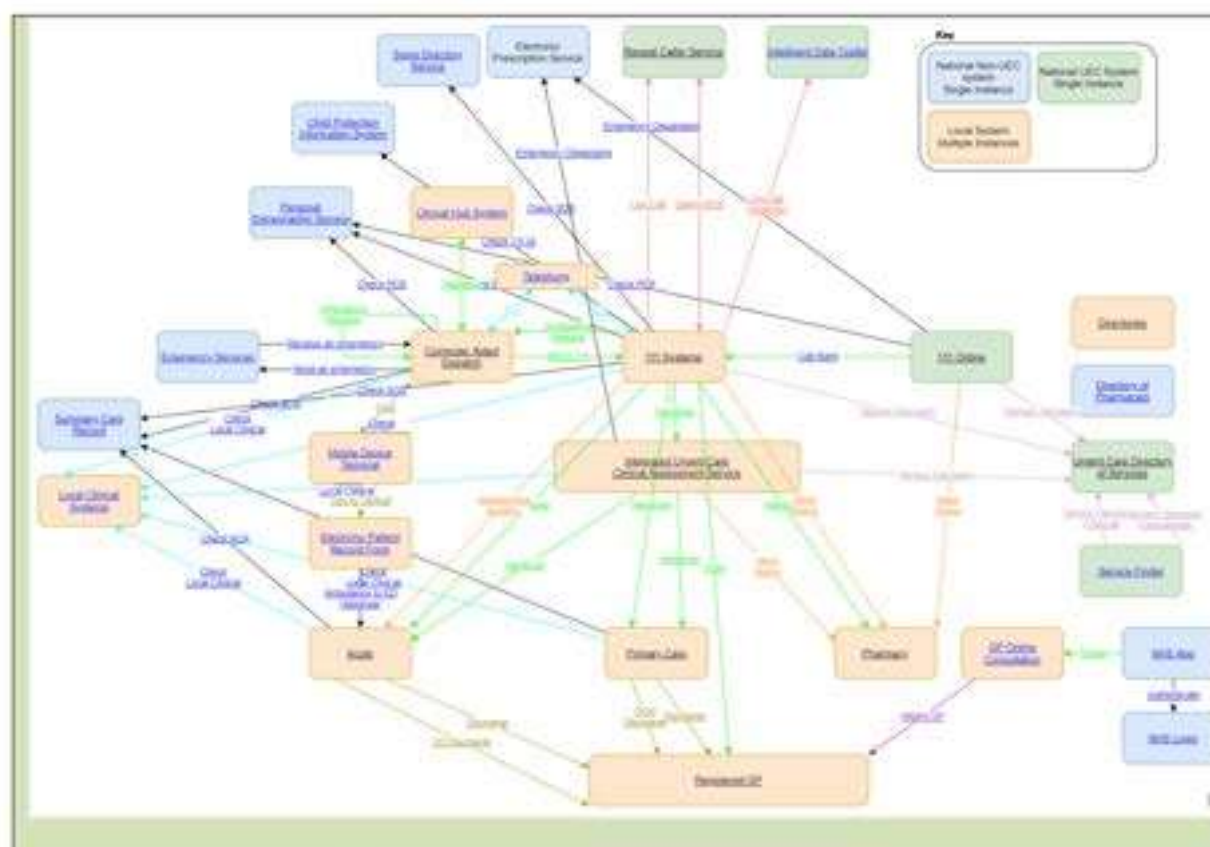
NHS Pathways have built several bespoke applications to support the programme and its stakeholders.

All websites, web services and windows applications are C#.Net and MS-SQL.

The DevOps team will focus on these from a database and application perspective.

The re-platforming team will be looking much more broadly, covering several areas in Annex 2, such as architecture and data modelling as well as the other areas.

2.6.2. Diagram of the Technical Scope



Note that this diagram is provided to help Suppliers position Pathways within the wider UEC system and is absolutely not the Technical Scope of the Pathways re-platforming itself as that will only become clear following the initial phases. The Pathways scope is covered in the diagram by the 111 and Emergency (999) Systems, Intelligent Data Tool and to a lesser degree the 111 Online system that uses NHS Pathways.

2.6.3. Technical Scope Exclusions

None

2.6.4. Interoperability Considerations

There will be some focus on how interoperability between the 111 and 999 systems and the Urgent and Emergency Care Directory of Services interact.

It is expected, but not certain, that a new API based content-distribution approach will be an outcome of re-platforming. Building and implementing such a new API would require interoperability work.

The NHS Digital Urgent & Emergency Care Interoperability team would provide the oversight for any interoperability work required.

2.6.5. Technical Constraints

For the DevOps team, NHS Pathways have built several websites, web services and windows applications. All run on C# .Net and SQL. Currently hosted on on-prem virtual instances, but work is beginning on migration to AWS. However, there are no constraints for the re-platforming work as all technical solutions are for consideration.

2.7. Requirements

For the DevOps requirements:

- Iterate on a sprint basis through existing user stories on the C# .Net/SQL products that NHS Pathways built and support (including websites, webservices, windows applications and databases).
- Release changes to the various NHS Pathways websites, webservices, windows applications and databases.
- Diagnose and raise issues and to deploy new versions of a 3rd party application known as the NHS Pathways Intelligent Data Tool (IDT).

For Pathways re-platforming, the Buyer has a requirement to secure a Supplier to:

- Deliver development and associated services to the Buyer pursuant to Statement of Works (SOWs) agreed under the Call-Off Contract.
- Deliver such services across a range of NHS Pathways data models, systems and tools.
- Potentially deliver such services across different locations (as detailed in the applicable SOWs); and
- Deliver such services in a manner compliant with the terms and conditions of the Call-Off Contract, including without limitation the Buyer's requirements as further detailed in the contract Schedules.

The Buyer expects the Supplier to work with the Buyer team as follows:

- Work closely with NHS Digital in-house teams and contractors including solutions assurance teams and governance bodies such as the Enterprise Architecture Board (EAB), Technical review board and Platforms directorate.
- The Buyer will have a client-side engagement team in place consisting of roles such as: Delivery & Contract Manager, Head of Development, Senior Product Roles, Technical Programme Managers, Technical Architects, Project & Delivery Managers, Developers, Data Architects and Business Analysts.
- There are several existing NHS Digital staff across the Pathways programme who may from time to time need to be incorporated into the delivery teams.

The requirements appropriate to this call-off contract are to work proactively with the Buyer to provide an efficient End to End Services capability undertaking the full set of GDS agile phases of some further Discovery, but predominantly Alpha, Beta and delivering into Live service to enable the required transformation of the Pathways data model, tooling & associated IT systems.

The ongoing running of the Live service once bedded in is not in scope for Pathways re-platforming as this will be the responsibility of the BAU team.

The Supplier shall be required to adopt an agile iterative development methodology and work with the Buyer (and potentially other Buyer development suppliers).

2.8. Business Outcomes

Annex 3

There are a number of proposed themes for Pathways re-platforming which indicate the expected business outcomes. Due to the high-level natures of these themes, which will evolve and become clearer as the initial phases of re-platforming are undertaken, the use of the Epics template in Annex 3 is not appropriate at this juncture.

- Simplified authoring (clinical content)
- Simplified reporting (data)
- SNOMED coded (standardised) inputs and outputs
- Simplified distribution of content (releases)
- Easier updating of content
- Simplified outcome mapping to services available (linking to Directory of Services)

These expected business outcomes give a high-level overview of the current vision for NHS Pathways on completion of the re-platforming work and delivering these outcomes is designed to address the issues highlighted in Section 2, Scope.

The expected outcomes of Simplified authoring, Simplified reporting, Easier updating of content and Simplified distribution of content (releases) will benefit the NHS Pathways internal stakeholders directly, notably the clinical authors and release team, and indirectly the provider & supplier end-consumers through our ability to deliver improvements to the Pathways content to them more quickly.

The expected outcomes of SNOMED coded (standardised) inputs and outputs and Simplified outcome mapping to services available will provide strategic and interoperability benefits to the wider urgent and emergency care system.

2.9. Technical Exclusions

N/A

3. Deliverables

Initial Product Backlog Item List overview is contained in:

Annex 4

3.1. Functional and Non-Functional Requirements

For Pathways re-platforming, the information gathered to date on functional and non-functional requirements under the Discovery and Alpha initiatives, referenced in section 2, will be shared with the successful supplier as part of the initial re-platforming SOW (see SOW 2).

3.2. Target Operating Model

NHS Pathways in Urgent and Emergency Care

As stated in the Context section above, the NHS Pathways Clinical Decision Support System is a suite of around 20 products used in Urgent and Emergency care settings. An overview of the current Urgent and Emergency care environment and operating model can be found on the NHS England web-site - <https://www.england.nhs.uk/urgent-emergency-care/>.

Pathways is used over the telephone to support non-clinical call handlers in directing callers to the most appropriate level of care for the care needs of the patient at the time of the call. It does not seek to diagnose patients but assesses symptoms to direct them to the most appropriate care setting for further assessment where required.

It is used by all NHS 111 telephone service providers in England, and approximately half of 999 Ambulance service providers. It currently supports the remote assessment of nearly 19 million triages per year. NHS Pathways is used by clinicians to support their assessments and the Pathways content also 'powers' 111 online and is used to support ED streaming and re-direction.

When used by NHS 111 & 999 services under the current operating model, the NHS Pathways clinical content is embedded by host system suppliers in their systems which provide the front-line services such as demographics data capture, computer aided despatch and service directory searching. An overview of the complex, interconnected web of technologies that support Urgent and Emergency care is described diagrammatically in section 2.6.2.

The NHS Urgent and Emergency care (UEC) environment and operating model that Pathways operates in is dynamic and fast-changing. When Pathways began in the early 2000's, UEC looked very different to the current model with recent changes that Pathways has had to be adapted to including the move from 111 to Integrated Urgent Care (IUC) with Clinical Assessment Services (CAS) and the introduction of 111 First to encourage patients to call 111 for triage before attending accident and emergency (A&E) services.

Further significant changes to the operating model are inevitable as the NHS grapples with the challenge of the increasing demand on UEC services and the environment that NHS Pathways operates in will look very different over the next 3 to 5 years.

By delivering, through the re-platforming element of this call off, the 6 business outcomes listed in section 2.8 and addressing the issues outlined in section 2.0, the NHS Pathways Clinical Decision Support System will be much better able to respond to the rapid pace of change in UEC and will remain a core component of the UEC target operating model for the foreseeable future.

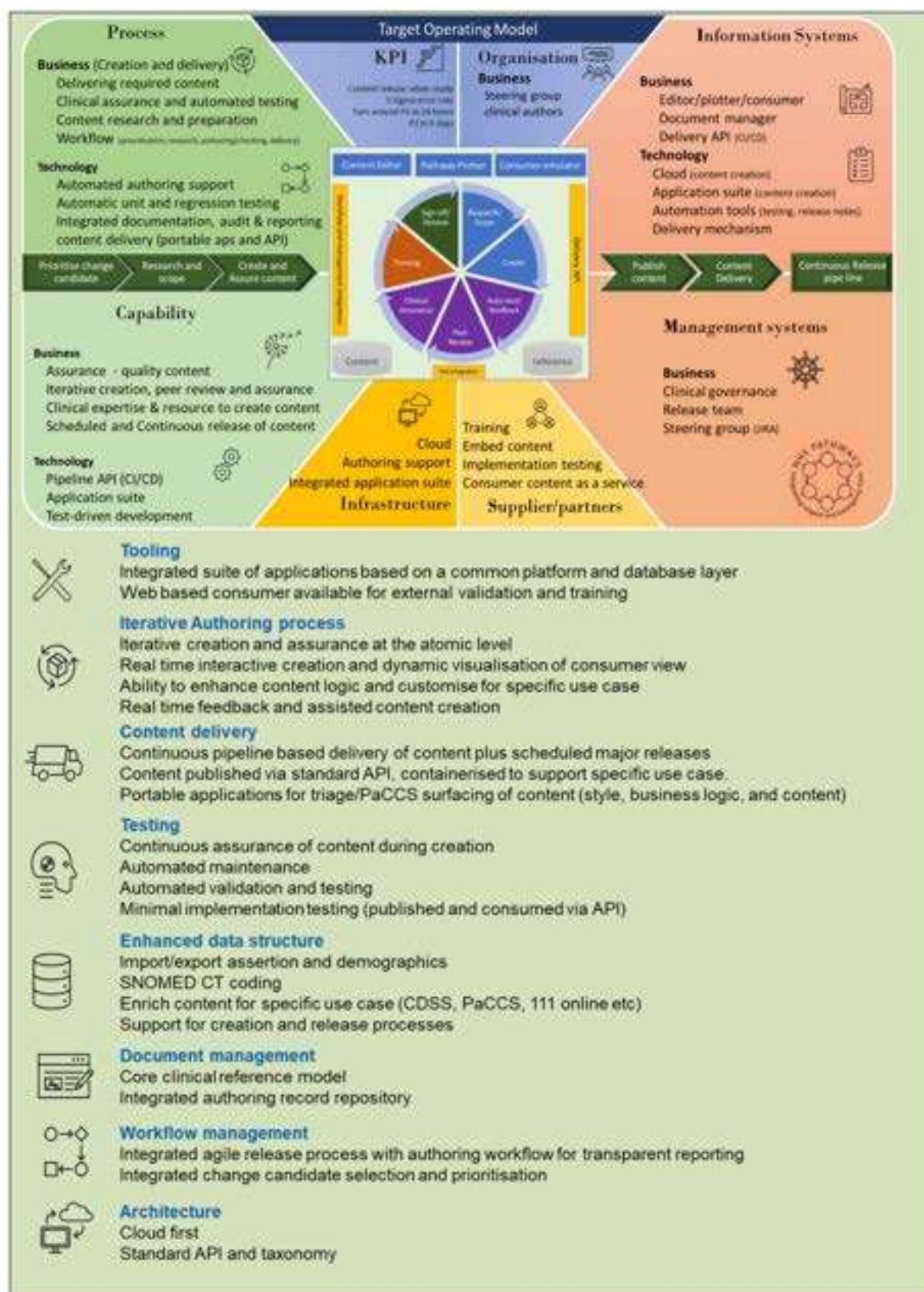
Potential NHS Pathways Target Operating Model following Re-platforming from Discovery Work -

With regards to the potential Target Operating Model for the NHS Pathways Clinical Decision Support System itself on completion of the re-platforming work, whilst we would expect the successful supplier to design and propose this, the Discovery activity carried out to date included a proposed target operating model which is pasted in below to provide an indication of the direction of travel:-

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

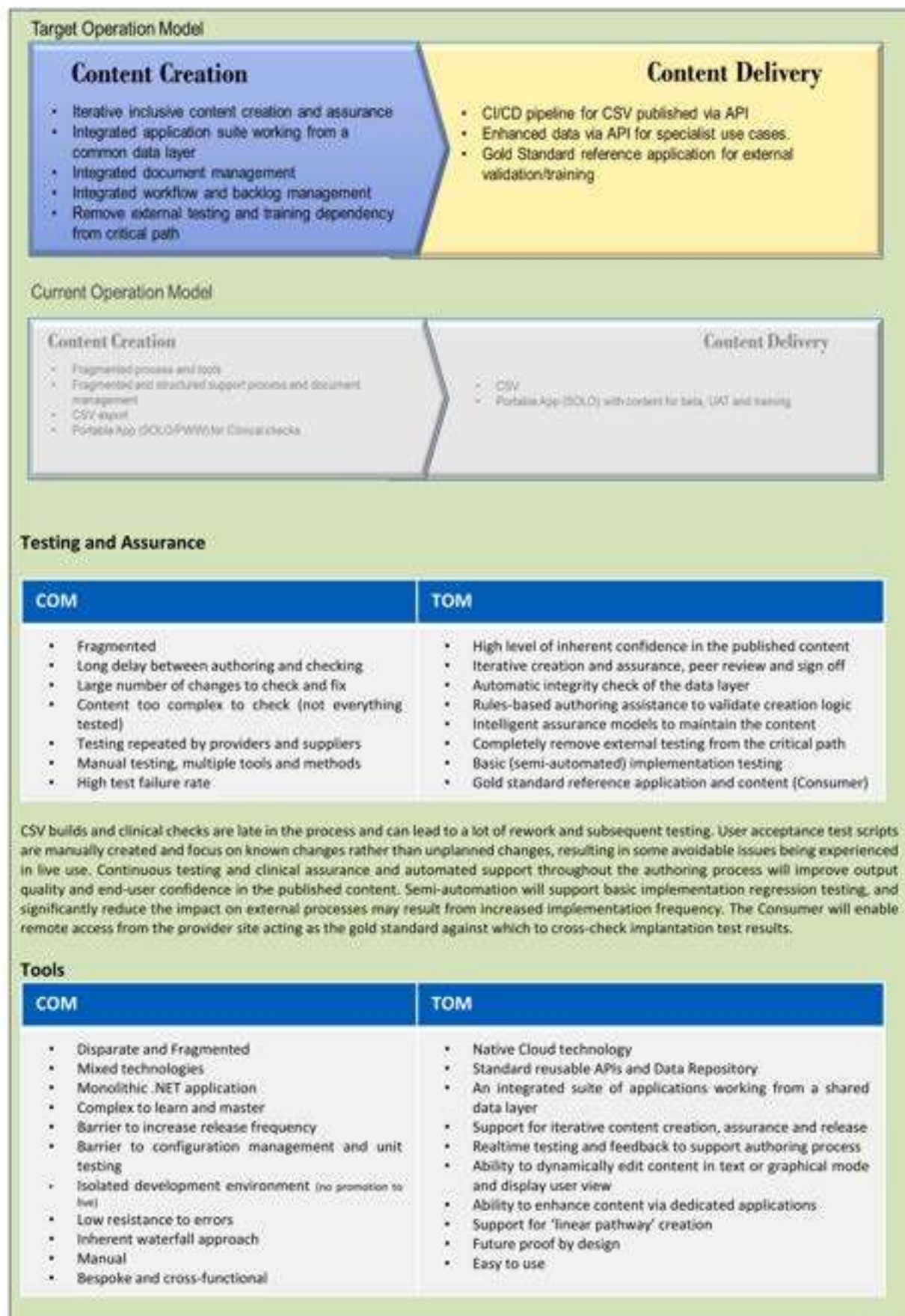
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Framework Ref: RM6221

Project Version: v1.0

Model Version: v3.0



Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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An integrated set of applications (and underlying data structure) will provide the most significant opportunity for improvement of pathways content, enabling real time testing and clinical assurance of content as it is created.

Content creation

COM	TOM
<ul style="list-style-type: none"> Multiple sources of candidates Fragmented tools and processes impede content creation Manual configuration management Too many changes per release Complex data set; difficult to maintain and improve Build and testing too late in the process Complex pyramid approach to development Independent processes for managing reference material 	<ul style="list-style-type: none"> Interactive tools on a common data layer Iterative authoring and assurance of an immutable change Intelligent content to support advanced use cases Integrated workflow and document management Closely coupled with content delivery Fast and responsive Oriented to MDT and peer review and sign off Standard taxonomy (SNOMED)

Current tools and processes impede content creation leading to duplication of effort, content, errors, and rework. Content creation is planned to use agile principles, but the tools and process constrain it to a waterfall process. Moving to an integrated application suite will support a faster iterative content creation and assurance approach. Changes to the data layer will enable the development of more intelligent content and access to a broader market.

Content delivery

COM	TOM
<ul style="list-style-type: none"> Batched release in flat files External testing Batch training before implementation Suppliers need to import the content, build customer interface to the content, and test it for each release. Must update SOLO the for UAT testing. Manually created UAT, release scripts and tech specs. Frequent DoS update 	<ul style="list-style-type: none"> Continuous pipeline on new content published via standard API (existing) Tailored to specific use case Supplementary data to support advanced use cases Portable applications for specific use cases Portable triage application as a service Standard-based input/output (Assertions, outcome, acuity)

Content will be published in a continuous pipeline as it's approved via a standard API. This can be implemented immediately or batched into scheduled releases. The content can also be delivered embedded in a portable application. Different versions of content and application can be published via the same API to be consumed based on rules such as training requirement, skill level etc. Additional supporting content can be published via a standard API in a way to support many specialist use-cases such as PaCCS, other CDSS, 111 online etc. To support multiple rules-based entry-points, the content will be coded, flexible, configurable. It will use static referential data to reduce the impact of other systems such as DoS.

A portable triage application with the latest content can be configured to be consumed as a service call by a host application, enabling NHS pathway to control the UX/UI as well as the content.

Authoring Support

COM	TOM
<ul style="list-style-type: none"> Inconsistent management of references and sources Multiple repositories for reports, progress notes, audit Inconvenient planning and dev environment Multiple sources of backlog candidates (issues) Manual duplication of data from external systems No core clinical reference data set Disparate store of clinical documentation Multiple workflow processes 	<ul style="list-style-type: none"> Integration with release process and tools (backlog, workflow, reporting, dashboards) Document registry and repository (inc. document workflow) Core clinical reference Advanced authoring techniques Segment reuse Automated changes BI and dashboard feedback

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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There will be a seamless integration between release and authoring workflow with full report and dashboards. Bespoke forms will capture the necessary information for each change candidate, to support its prioritisation, and grouping into themes. A seamless process will manage all clinical references and documentation created by the authoring team to prepare clinical content, recording the evidence and reasoning behind the investigation and resultant outcomes and assertions. A portable triage application with the latest content can be configured to be consumed as a service call by a host application, enabling NHS pathway to control the UX/UI as well as the content.

Data Model

COM	TOM
<ul style="list-style-type: none"> Compound codes Inflexible Duplicate content Complex Limited reuse of content Does not support custom views of content Tied to CSV export 	<ul style="list-style-type: none"> Immutable content to support configuration management Support release management Static referential data Support for standard API, codes, and other content consumer models Support an integrated toolset. Coded content and GUID Automated assurance and maintenance Intelligent content - Support import/export of 'assertions.'

The data structure will be changed to support the new tooling and processes and to provide a richer view of the clinical content presented in a standard way with standard taxonomy. This is critical to provide content as a service to multiple CDSS.

Release Management

COM	TOM
<ul style="list-style-type: none"> A multi-step, manual process Fragmented backlog management and reporting Time boxed, waterfall (lockdown step) Separate clinical and release workflow management External processes on clinical path Batched release, manual training, testing and release notes generation 	<ul style="list-style-type: none"> Integrated backlog management and workflow CI/CD pipeline based on content and requirements Automated release documentation

A consolidated set of business processes will manage a change candidate through to delivery to the end-user, with full visibility and transparency

Technology Layer

COM (Software and Infrastructure)	TOM
<ul style="list-style-type: none"> Currently, a mixture of tools and processes based on different technologies and infrastructure. Older software versions (MindFusion, SQL server) Hosted/Online and desktop-based Mixed development tools and languages Low level of integration, proprietary tools. Incompatible with NHS architectural principles Highly coupled architecture 	<ul style="list-style-type: none"> Native Azure cloud technology Reusable components and De-coupled architecture TDD software build Integrated application suite on a shared data layer Single server-side development language, C# Alternative content format, e.g. JSON Enterprise licences MindFusion upgrade Standards-based API Compatibility with NHS framework Future proof (Cloud, standard API, microservices, containerisation strategy) Leverages NHS infrastructure security layer

The architecture is based on web APIs providing services over HTTP, a single database layer, and thin internal API for authoring environment. Still, it has the capability to migrate to more flexible and advance architectures if required. The current legacy monolithic .NET applications are rewritten to use a combination of cloud services to increase scalability, performance, and manageability.

The Pathways content is exposed through standard API to facilitate more flexible methods of consuming it.

Framework Ref: RM6221

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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Note: Infrastructure requirement for content creation and delivery to Supplier is significantly different from those to deliver the UEC Triage service.

Cloud First

COM	TOM
<ul style="list-style-type: none"> Hosted on servers Desktop application Some web applications Some API The data centre is being shut down 	<ul style="list-style-type: none"> Cloud service using data layer capabilities Elastic performance to cope with remote consumer users Remote access to content for training, and cross-reference High availability NHSD build specification NHSD Class 1 protection (no patient data)

All services in the hosting datacentre are being moved (forklift) to cloud. This is an opportunity to build a cloud-first service based on the existing capabilities, with an enhanced data model. The new applications will have the same capability but will be rewritten in a common development language using Test Driven Development. This will support future Agile development of pathways tools and capabilities.

Standard API

COM	TOM
<ul style="list-style-type: none"> Proprietary API between tools Some web applications Proprietary integration with DoS 	<ul style="list-style-type: none"> Standard API for import/export assertions (inc. national services) Thin API between authoring apps for performance Standards API to external service (JIRA, Teams, SharePoint) Future proof for access to the content by other services A standards-based application security layer JWT user authentication method

Moving to standard API inline with NHSD specification will enable the author to access other external services during content development. It will also enable external application and service to access the published content in a more flexible way; for example, 111-online, PaCCS CDS, and other services that Pathways may develop.

Future capability - Authoring process

COM	TOM
<ul style="list-style-type: none"> A complex process, difficult to learn Bespoke tools and processes Difficult to model and test Fragmented tools and processes 	<ul style="list-style-type: none"> Linear pathway development for a given condition Known start and endpoints Preload the pathway with demographics and assertions Selection of assertions Concerns/condition to be validated or excluded Auto navigates through a sequence of Q/A as waypoints to give the best route to a disposition across the exiting data set. Authoring support, outcome route mapping/prediction Integrated document management Integrated workflow management Visualisation and development environment Compatible with SNOMED CT

Enhancing and exploiting an existing mature data set.

The proposed solution builds the foundation for future agile development of content and services. Intelligent process and support tools will enable differing authoring methodologies across the same data set and provide greater secondary use of the Pathways content. More straightforward tools and processes will allow a broader range of authoring contribution and peer review and will enable collaborative authoring with external specialist resources. The use of registry will enable the content to (and application) to be linked to trusted content and multimedia. AI and rules-based assisted linear pathway creation will make use of existing content and accelerate the creation of more target and specialised pathway. BI and other supporting information will improve quality and safety during the authoring process.

3.3. Initial Statement/s of Work (SOW/s)

3.3.1. SOW 1

SOW 1 is for the Supplier to deliver the BAU service requirements. NHS Pathways can assist in the key challenges facing the Urgent and Emergency Care landscape by delivering on specific outcomes. Delivery of the high-level requirements above by a DevOps team will significantly assist in meeting those outcomes.

3.3.2. SOW 2

SoW 2 is for the supplier to deliver a 6-week piece of work that will put together the knowledge gathering, high level overall plan, detailed plan and some technical details for a subsequent SoW with a longer timeframe and larger team.

Further SOWs will be raised for the future Re-platforming phases as the previous phases approach completion and for future periods of the BAU service requirements.

4. Key Milestones and Call-Off Deliverables

The individual SOWs contain the key milestones and deliverables information.

Key Deliverable	Milestone/	Description	Timeframe	or
		Left blank	Delivery Date	Left Blank

5. Responsibilities of the Parties

Both Buyer and Supplier have key roles in and are responsible (individually and crucially in partnership) for the successful delivery of the outcomes in this call-off contract, and the Statements of Work related to it.

High-level information on how the supplier is expected to work and the key roles in NHS Digital that it is anticipated they will be working with is provided in section 2.7.

6. Skills / Capabilities Profile

Although rates will be commercially evaluated on the basis of a sample profile, the listing below is intended to provide the Supplier with an initial idea. It is not intended, at this level, to be definitive (individual Statements of Work should be more specific in this regard).

Resource Profile details are contained in:	Annex 5
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Annex 1: Call-Off Schedule 20 – Target Sectors

HEALTH AND SOCIAL CARE SETTINGS	Tick boxes
Primary Care	N
Ambulance Services	Y
Secondary Care - Hospital Settings	N
Pharmacy	N
Mental Health	N
Community Care - Childrens Services	N
Community Care - Adult Services	N
Public Health & Wellbeing	N
Screening	N
Social Care - Childrens Services	N
Social Care - Adult Services	N
Genomics	N
Health and Social Care Policy	N
Health Informatics	N
Medicines and Healthcare Products	N
Health and Social Care Regulation / Quality	N
Health Sector Education, Training and Workforce	N
Health and Social Care Research	N
Blood and Transplant Services	N
Independent Health Provision	N

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Urgent Emergency Care	Y
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HEALTH AND SOCIAL CARE SYSTEMS	
SPINE (Summary Care Record)	N
Screening Systems	N
Electronic Prescription Service (EPS)	N
Electronic Referral Service (ERS)	N
GP IT Systems & Services	N
Health and Social Care Mobile Apps	N
Health and Social Care Web Apps	N
Citizen Identification and Verification Services	N
Health System Infrastructure (email, etc)	N
Secondary Uses Services	N
Health Data Collection, Processing and Dissemination	N
Care Management Systems	N

Annex 2: Call-Off Schedule 20 – Technology Capabilities

Application Development	Tick boxes
Continuous Integration & Delivery Tools	Y
Testing & Quality Assurance Tools	Y

Business Applications	Tick boxes
Data Warehousing	N
Enterprise Applications	N
Geospatial	N
Project Management	Y

Customer Management	Tick boxes
CRM	
Enterprise Applications	N

IT Management	Tick boxes
Middleware	N
Networking	N
Service Management	N
System Management	N

IT Services	Tick boxes
Anti-Virus, Vulnerability Mgt & Monitoring	N
Cloud Orchestration	N
Encryption	N
Remote Access Service	N

(continued on next page)

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Software Infrastructure	Tick boxes
Enterprise Architecture Tools	
Architecture Tools	Y
Intelligent Business Process Management Suites	
Business Process Management	Y
Architecture Tools	Y
Discovery / Search	Y
Frameworks, Languages, & Libraries	Y
Identity & Access Management	N
Non-Relational Databases	Y
Performance & Availability Monitoring	N
Relational Databases	Y
Server Technology	N
Server/Desktop OS	N
Serverless	Y
Source Code Management	Y
Storage	Y
Virtualisation & Containerisation	Y
Visualisation Tools	N
Web Analytics	N

Annex 3: Call-Off Schedule 20 – EPIC Template

Template not applicable as referenced in 2.8 Business Outcomes

The Buyer uses epics, stories, and tasks recorded in Jira to describe, track, manage and assure the work it is undertaking.

For BAU, the Supplier is required to deliver a range of services to ensure the effective development, operation and continuous improvement of the live service as detailed in SOW 1.

For re-platforming, the Supplier is required to deliver a range of services to meet the requirements identified in the individual SOWs that will be raised to complete each Phase of the re-platforming journey, enabling the overarching business outcomes described earlier to be achieved.

Annex 4: Call-Off Schedule 20 – Product Backlog Item List

Table not applicable as referenced in 2.8 Business Outcomes

For the Pathways re-platforming element, the high-level themes to meet the vision and address the key issues, as outlined in section 2.8, are-

- Simplified authoring (clinical content)
- Simplified reporting (data)
- SNOMED coded (standardised) inputs and outputs
- Simplified distribution of content (releases)
- Easier updating of content
- Simplified outcome mapping to services available (linking to Directory of Services)

It is anticipated that the following areas will be covered by this call-off contract and will form the basis of the work required to deliver the backlog that will be developed, in conjunction with the Supplier, to achieve these 6 themes. This list is not exhaustive:

- Supplier transition and handover activities.
- Agile delivery planning and management
- Discovery and knowledge gathering
- User research and design
- Data modelling
- Business Analysis
- Scoping and developing Alphas
- Scoping and developing Betas
- Integration and interoperability
- Specialist clinical skills – e.g.: clinical terms modelling and clinical safety
- Functional and non-functional testing
- Transition to live operation

This backlog will be continuously refined by the Buyer, with support from the Supplier, to reflect the evolving work. In the context of this call-off contract, the Supplier is responsible for the operational management of the sprint planning process, e.g. sprint planning, user stories etc.

The Supplier will also deliver solution assurance activities during the period of the call-off contract including ensuring sign-off by the Buyer.

Annex 5: Call-Off Schedule 20 – Resource Profile

Although rates will be commercially evaluated based on a sample profile, the listing below is intended to provide the Supplier with an initial idea. It is not intended, at this level, to be definitive (individual Statements of Work should be more specific in this regard).

This indicative list combines both the BAU service and the Re-platforming resource estimates, noting that the resources for the BAU service will be for the duration of the call off whereas resources for Re-platforming will be for the first 1 to 2 years of the call off only:-

DDaT Cluster	Role Family	Approx. No
Data	Data Engineer	
Data	Data Scientist	
Data	Performance Analyst	
IT Ops	Business Relationship Manager	
IT Ops	Change and Release Manager	
IT Ops	Command and Control	
IT Ops	Applications Operations	
IT Ops	Engineer End User	
IT Ops	Engineer Infrastructure	
IT Ops	Incident Manager	
IT Ops	IT Service Manager	
IT Ops	Problem Manager	
IT Ops	Service Desk Manager	
IT Ops	Service Transition Manager	
Product Delivery	Business Analysis	
Product Delivery	Delivery	
Product Delivery	Product Manager	
QAT	QAT Analyst	
QAT	Test Engineer	
QAT	Test Manager	
Technical	Data Architect	
Technical	DevOps	
Technical	Infrastructure Engineer	
Technical	Network Architect	
Technical	Security Architect	
Technical	Software Developer	
Technical	Technical Architect	
User Centred Design	Content Designer	
User Centred Design	Graphic Interaction Designer	

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User Centred Design
User Centred Design
User Centred Design
No DDaT Cluster Mapping

Service Designer
Technical Writer
User Researcher
Cyber Security

