

Schedule 7A

Order Form for Standard Goods and Services – Direct Award

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the provision of Enterprise Level Information Communication Technology (ICT) Solutions for hardware, software, programs, applications, security, computer science, managed services, consultancy, support and associated services – 2019 (reference number: SF050716) dated 27th September 2019.

The Authority	Surrey and Borders Partnership NHS Foundation Trust, Leatherhead House, Station Road, Leatherhead, Surrey KT22 7ET
The Supplier	Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU
HealthTrust Europe Contract Reference	HTE-005705

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Goods and/or Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 27th September 2019 (the "Framework Agreement").
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) The Specification of the Authority's requirements as appended at Appendix 1 overleaf;
 - (b) the Contract Price, as appended at Appendix 2 overleaf; and
 - (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
3. Where the Call-Off Terms and Conditions set out at Schedule 1 of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:
 - (a) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework)

expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 14 of Schedule 1 of the Framework Agreement ("**Beneficiary Withdrawal Notice**"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.

- (b) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
- (c) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.

4. The Commencement Date of the Contract shall be 25th January 2022.

5. The Term of this Contract shall be six (6) months from the Commencement Date, or in line with the completion of the migration of mail accounts it may conclude earlier or later than the original term.

6. **Data Protection**

6.1 The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Contract.

6.2 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.

7. The payment profile for this Contract shall be 30 days from date of invoice.

8. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within one (1) year of the Commencement Date.

9. The provision of Services

(A) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations listed below:

Primary location: Surrey and Borders Partnership NHS Foundation Trust

Leatherhead House, Station Road, Leatherhead, Surrey KT22 7ET

10. New Technologies

N/A

10 Early Payment Discount

N/A

11 Training/ Support Services/ Help Desk

N/A

12 Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract any of its obligations under this Framework Agreement. This shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with the Framework Agreement.

- (A) Any changes to this Contract, including to the Services and Goods , may only be agreed in accordance with the Change Control Process set out in Appendix 3 overleaf.
- (B) Should the Authority terminate this Contract in accordance with this Clause, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Appendix 7.
- (C) If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Appendix 6.
- (D) The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to this Clause and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. This Clause shall continue notwithstanding the expiry or earlier termination of this Contract.

- (E) The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9
- (F) The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.
- (G) The bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for are detailed in Appendix 11.

1. The Contract Managers at the commencement of this Contract are:

(a) for the Authority:

George Malpartida Interim Chief Technology Officer

(b) for the Supplier:

Lee Ballinger Account Manager

2. Notices served under this Contract are to be delivered to:

(a) for the Authority:

1.1 **Surrey and Borders Partnership NHS Foundation Trust, Leatherhead House, Station Road, Leatherhead, Surrey KT22 7ET**

(b) for the Supplier:

Insight Direct (UK) Ltd of Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU

3. In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

4. The following Appendices are incorporated within this Contract:

Appendix 1 Authority Specification

Appendix 2 Contract Price

Appendix 3 Change Control Process

Appendix 6 Step In Rights

Not used

Appendix 7 Termination Sum

Not used

Appendix 9 Software and End User License Agreement (EULA)]

Not Used

Appendix 10 Key Performance Indicators

Appendix 11 Subcontractors

Signed by the authorised representative of THE AUTHORITY

Name: Signature 

Position: CPD

Signed by the authorised representative of THE SUPPLIER

Name: Lee Ballinger Signature 

Position: Technical Director

Appendix 1

Authority Specification

1. Introduction

NHSmal Migration Services following a request from Surrey and Borders Partnership NHS Foundation Trust.

2. Requirement

At present, all staff have both on-premises Exchange mailboxes and some staff have mailboxes within the national NHS email service (NHSmal). The Trust has purchased Microsoft Office 365 licenses via the N365 procurement schema and elected to assign these to a private Office 365 tenant. As a result, Exchange Online within the private tenant will become the organisations sole email service. NHSmal mailbox data must be migrated to each of the corresponding Exchange Online mailboxes within the private tenant.

The following requires migration from NHSmal to Exchange Online:

- Surrey and Borders Partnership NHS Foundation Trust – 2,000 NHSmal mailboxes

Note: The mailbox count above includes NHSmal user, shared and resource mailboxes.

3. Benefits of migrating with BDS Solutions

BDS Solutions has specialised in the provision of high-quality IT services, products and software for NHS Trusts and healthcare organisations nationwide for more than 20 years, helping organisations to achieve their long-term infrastructure support and management goals. BDS Solutions deployed the first NHS on-premise Exchange server and supported early adopters of the original NHSmal platform during their transition from local systems. Today, BDS Solutions can assist organisations who have chosen to undertake either NHSmal Onboarding or Offboarding, offering an array of NHS Digital approved Identity Mapping and Data Migration services.

By embarking on the transition to NHSmal with BDS Solutions, you are engaging:

- The provider of the market leading NHS identity management software Directory Manager
- The organisation that delivers and manages the largest on-premises NHS Active Directory Forest and Exchange Organisation
- The team that was engaged to develop the tools to perform the first NHSmal migration
- The experts in Exchange, Active Directory and web services development using .NET
- The HSCN connected support team dedicated to serving NHS organisations nationwide

The BDS Solutions ethos is to provide the tools that drive effective infrastructure and desktop management in NHS organisations. Directory Manager has been recognised by over 70 organisations across the country as the most effective way of ensuring that key identity information is kept up-to date. Our Migration Toolkit provides a host of tools for managing this relationship, providing the insight into Exchange data for the purposes of audit and analysis,

enabling ongoing provisioning procedures and ensuring that users are kept aware of activities via automated notifications.

Appendix 2

Contract Price

4.2. Staged Payment Details

Details	Value (ex VAT)
Stage Payment 1 <ul style="list-style-type: none">• Software - BDS Migration Toolkit• Project Stage 1 - Project Initiation	£12,500.00
Stage Payment 2 <ul style="list-style-type: none">• Project Stage 2 - Preparation• Project Stage 3 - Pilot Migrations• Project Stage 4 - Main Migration Submission and Approval	£25,091.71
Stage Payment 3 <ul style="list-style-type: none">• Project Stage 5 - Main Migration	£10,408.29
Total	£48,000.00

[Appendix 3]

Change Control Process

1. The Supplier acknowledges to the Authority that the Authority's requirements for the Goods and/or Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification and Tender Response Document, as may be requested by the Authority from time to time.
2. Any change to the Goods and/or Services or other variation to this Contract shall only be binding once it has been agreed either: (a) in accordance with the Change Control Process if the Key Provisions specify that changes are subject to a formal change control process; or (b) if the Key Provisions make no such reference, in writing and signed by an authorised representative of both Parties.

3. Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.

[Appendix 6]

Step In Rights

N/A

[Appendix 7]

Termination Sum

N/A

[Appendix 9]

Software and EULA

N/A

[Appendix 10]

Key Performance Indicators

These Key Performance Indicators are intended as templates for each customer, they may be amended as applicable to each subsequent contract, subject to the customer's requirements.

- I. The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.
- II. The Supplier is required to manage and provide the Services in such a way as to meet the KPIs.
- III. The Supplier shall monitor its performance against each Target KPI and shall send the Authority a [monthly/ quarterly] report detailing the achieved KPIs in a form and format to be mutually agreed.

Commented [ta1]: This is all fine

The KPIs relating to this Contract are as follows: -

Commented [ta2]: I have updated this to reflect the KPI for this contract

Ref	Service Level	Description	Measurement
1	Turnaround Times	Migration of accounts should be complete within the specified periods and as stated in the PID document	Daily migration reports
2	Migration support	Team to be available to as first point of contact during the project go live and post implementation for a minimum of two weeks to support with user issues resulting from the migration.	Service desk ticketing logging system to be used and project tracker for issues
3	Reporting	[Reports should be provided as agreed with Beneficiary]	[Reports to be provided within 5 working days of request from a Beneficiary]
4	Data Integrity	[Data must retain its integrity and must comply with all SABP Data retention policies	[Data must be stored, processed and accessed in accordance with SABP DPIA and data processing agreement.

5	Number of Accounts	2,000 nhsmail mailboxes will be migrated as part of this contract	Leavers report confirming the closure of nhsmail accounts
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1 Monitoring Performance

1.1 Performance by the Supplier against each KPI shall be graded as follows:

Green Event	Meets the KPI
Amber Event	Some failure to meet the KPI which requires closer monitoring and plans for corrective action.
Red Event	Material failure to meet the KPI
Black Event	Significant failure to meet the KPI

1.2 The Supplier shall provide the Authority with a [monthly/ quarterly] performance report detailing its performance in respect of each of the Service Levels.

1.3 The Contract Managers shall have regular meetings to monitor and review the performance of this agreement, the achievement of the KPIs and the provision of the Services. Such meetings shall be minuted by the Supplier's Contract Manager and copies of those minutes shall be circulated to and approved by both parties.

1.4 Prior to each meeting, the Contract Managers shall notify each other of any problems relating to the provision of the Services for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.

1.5 The Authority and the Supplier shall review the KPIs every week throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Services.

Commented [ta3]: Weekly review is required

2 Service Level Failure

2.1 A Service Level Failure shall occur where, in any one-month period:

Red Event	Registered against two KPIs
Black Event	Registered against one KPI

Service Credits

2.2 If there is a Service Level Failure, the Supplier shall:

2.2.1 notify the Authority immediately of the Service Level Failure;

- 2.2.2 otherwise than in the occurrence of a Relief Event, automatically credit the Authority with the applicable service credits as described below ("**Service Credits**");
- 2.2.3 provide the Authority with a draft remediation plan which sets out the steps to be taken by the Supplier in order to remedy the Service Level Failure and prevent recurrence ("**Remediation Plan**");
- 2.2.4 deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Level Failure from recurring; and
- 2.2.5 carry out the actions identified in Remediation Plan in accordance with its terms.

2.3 Other than in the following circumstances:

- 2.3.1 Any negligent act or omission of the Authority;
- 2.3.2 Any breach of an express provision of this Contract by the Authority;
- 2.3.3 Any Force Majeure Event;

If there is a Service Level Failure, the Authority shall be entitled to a Service Credit equal to [2% of the Contract Price] (based on the Fixed, Semi Fixed and Variable Costs), payable for affected service element(s) in that Month period.

- 2.4 Service Credits shall either be shown as a deduction from the amount due from the Authority to the Supplier in the next invoice then due to be issued under this Contract, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier as a debt within thirty (30) Business Days of issue of the credit note. The parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Authority.

The aggregate Service Credits for any month shall be capped at [three (3) Service Credits or 6% of the Contract Price payable for that month]

Relief Event means

- (i) any breach of any express provision of this Contract by the Authority including without limitation an obligation to comply with the Authority's obligations;
- (ii) any negligent act or omission of the Authority;
- (i) any Force Majeure Event

[Appendix 11]

Subcontractors

BDS as a subcontractor with the necessary experience to offer, implement and support the proposal. BDS is an Insight registered subcontractor and, as part of this subcontractor

process, has a signed Market Place Agreement with Insight confirming understanding and compliance to the terms and conditions of contract.