

Health Systems Support Framework: Template Order Form

Order Reference Number	C80359						
Date of Order Form	13/10/2022						
Authority	NHS Commissioning Board, trading as NHS England, whose principal place of business is Quarry House, Quarry Hill, Leeds LS2 7UE						
Suppliers	Atos IT Services UK Limited [REDACTED] [REDACTED]						
Principal Supplier(s)	Atos IT Services UK Limited [REDACTED] [REDACTED]						
Status of Order Form	<p>Issue of this Order Form is an "invitation to treat" by the Authority following the Suppliers' Call-Off ITT Response submitted by the Supplier(s) in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement. On the signature of the Order Form by the Suppliers and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and the Suppliers. This Order Form, together with the Call-Off Terms and Conditions and the applicable provisions of the Framework Agreement (and the other provisions as set out in the Call-Off Terms and Conditions) form a contract (defined as "the Contract" in the Call-Off Terms and Conditions) between the parties as at and from the date of this Order Form.</p> <p>All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form.</p>						
Call-Off Terms and Conditions	<p>The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:</p> <table border="1"> <tr> <td>Schedule 1</td><td>Key Provisions</td></tr> <tr> <td>Schedule 2</td><td>General Terms and Conditions</td></tr> <tr> <td>Schedule 3</td><td>Definitions and Interpretations Provisions</td></tr> </table>	Schedule 1	Key Provisions	Schedule 2	General Terms and Conditions	Schedule 3	Definitions and Interpretations Provisions
Schedule 1	Key Provisions						
Schedule 2	General Terms and Conditions						
Schedule 3	Definitions and Interpretations Provisions						

	Schedule 4	This Order Form	
	Schedule 5	Information Governance	
	Schedule 6	Security Management	
	Schedule 7	Standards	
	Schedule 8	Software	
	Schedule 9	Installation and Commissioning Services	
	Schedule 10	Maintenance Services	
	Schedule 11	Guarantee	
	Schedule 12	Staff Transfer	
	Schedule 13	Change Control Process	
	Schedule 14	Calculation of Termination Sum	
	Schedule 15	Not Used	
	Schedule 16	Acceptance Testing	
	Any additional Extra Key Provisions set out at Annex 2 below shall be incorporated into the Contract formed by the signature and completion of this Order Form.		
Framework Agreement	The Health Systems Support Framework established by NHS England for and on behalf of NHS England and other contracting authorities and other organisations in relation to the provision of deliverables that may be required for the facilitation and support of sustainable transformation partnerships and/or integrated care systems (the "Framework Agreement") to which suppliers were appointed following their submission of responses to the framework ITT ("Framework ITT").		

Call-Off ITT	The Call-Off ITT as issued by the Authority to invite responses to the relevant mini-competition conducted under and in accordance with the Framework Agreement.
Call-Off ITT Response	The Suppliers' response to the relevant Call-Off ITT submitted by the Suppliers in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement and initiated by the issue of a Call-Off ITT by the Authority.
Term of the Contract	<p>The initial term of the contract is for a 12-month period: 1/12/2022 - 30/11/2023</p> <p>There is a break clause after 4 months on the 31st March 2023.</p>
Extension of Term	The Authority has the right to extend on one or more occasions, up to a maximum of 12 months. If the full extension option is used, this could take the contract to 30/11/2024.
Unilateral Authority right of termination notice period	<p>One (1) Month</p> <p>Clause 25.1 is amended as follows: Subject to Clause 25.2 of Schedule 2 the Authority may elect to terminate this Contract (or at its election part of the Contract) for any reason on a date specified by the Authority by giving the period of notice specified in the Order Form to the Suppliers.</p>
Additional Special Terms	<p>There is a break clause on the 31st March 2023.</p> <p>The Parties shall review the monthly level of contacts and amend the resource and Contract Price where appropriate and agreed between the Parties via the Change Control Process. The Authority must provide the Supplier with one (1) month notice when requesting an adjustment to the level of resource and cost.</p> <p>The Authority can terminate the contract with one (1) months' notice.</p> <p>The Authority may wish to flex resourcing up or down in order to respond to a sudden emergency or surge in demand. This may be related to the existing Vaccination Service or other services managed by the Authority.</p>
Maximum Payments following Unilateral Authority right to terminate	One (1) months service charge, as per the notice period
Maximum Permitted Profit Margin	N/A – Not Used
Variation to Termination Sum calculation	N/A – Not Used

Deliverables	<p>The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (including without limitation any item, feature, material, outcome or output) set out at Annex 1 to this Order Form ("the Specification") and shall be provided from the Deliverables Commencement Date set out below in accordance with the KPIs set out in the Specification.</p> <p>Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix shall indicate which portion of the Deliverables are to be provided by which of the Suppliers</p>
Priority Deliverable	All parts of the required services.
Deliverables Commencement Date	1/12/2022
Services Commencement Date	1/12/2022
Goods Commencement Date	N/A – Not Used
Long Stop Date	1/12/2022
Implementation Plan	The implementation plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 4 below.
Information Security Management Plan	The information security management plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 5 below, as may be amended from time to time in accordance with Schedule 6 of these Call-Off Terms and Conditions.
Insurance	Insurance levels are as stated in Clause 20 of Schedule 2 (General Terms and Conditions).
Insurance on Expiry or Termination	<p>On the expiry or earlier termination of this Contract, the Suppliers are required to ensure that:</p> <p>1) unless otherwise required in the Extra Key Provisions, any ongoing liability that they have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling</p>

	<p>statutory schemes for the period of six (6) years from termination or expiry of this Contract; and</p> <p>2) where the Deliverables or any part of them could result in liability to any patient in respect of care and/or advice funded by an NHS body, any ongoing liability that the Suppliers have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of up to twenty-one (21) years from termination or expiry of this Contract.</p> <p>(See Clauses 20.8 and 20.9 of Schedule 2 of the Call-Off Terms and Conditions, respectively)</p>
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles (“Key Personnel”)	As per the team structure in the supplier’s tender response.
Premises and Location(s) for the Delivery of the Deliverables	The agents work remotely. The main office is: [REDACTED] [REDACTED] [REDACTED]
Licence(s) and/or Lease(s) granted to the Suppliers	N/A
Information Governance Provisions (Schedule 5)	The default position under the Call-Off Terms and Conditions is that the Authority shall act as a Controller and the Supplier shall act as a Processor.
Processing of Personal Data	See Annex 7 of this Call-Off Order Form which replaces the Annex to Schedule 5 of the Call-Off Terms and Conditions.
Intellectual Property	N/A – No amendments made to Clause 14 of Schedule 2 (General Terms and Conditions)
Supplier Owned Foreground IPR	N/A – All Foreground IPR to be owned by the Authority
Standard Licence Terms	N/A – No amendments made to Clause 15
Acceptance Testing	N/A – No amendments to Annex 8.

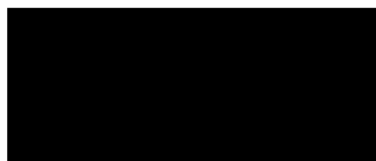
Contract Price	The price(s) to be paid by the Authority to the Suppliers for the provision of the Services, as set out in the Call-Off ITT Response and reproduced at Annex 3.				
Financial Model	The Suppliers' Financial Model submitted if required by the Authority in the Supplier's Call-Off ITT Response and reproduced at Annex 3.				
Contract Price for the purposes of Clause 19 (Limitation of Liability)	<p>The cost is dependent on the volume / activity. [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>Note the abovementioned figures are an estimate, the figures will vary depending on the actual requirements of the programme during the contract period.</p>				
Guarantee	N/A – No guarantee required				
Guarantee in favour of NHSE	N/A – No guarantee required				
Payment Provisions	<p>The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in the Call-Off ITT and reproduced at Annex 3; and</p> <p>The level of reimbursement by the Suppliers to the Authority relating to any service credits in respect of failures by the Suppliers to meet the KPIs, as set out in the Call-Off ITT and reproduced at Annex 3.</p>				
Contract Managers	<table border="1"> <tr> <td><i>Authority's Contract Manager</i></td><td>[REDACTED] [REDACTED]</td></tr> <tr> <td><i>Supplier's Contract Manager(s)</i></td><td>[REDACTED] [REDACTED]</td></tr> </table>	<i>Authority's Contract Manager</i>	[REDACTED] [REDACTED]	<i>Supplier's Contract Manager(s)</i>	[REDACTED] [REDACTED]
<i>Authority's Contract Manager</i>	[REDACTED] [REDACTED]				
<i>Supplier's Contract Manager(s)</i>	[REDACTED] [REDACTED]				
Lead Contract Manager (if applicable)	<p><i>Insert the Lead Contract Manager at the commencement of this Contract</i></p> <table border="1"> <tr> <td><i>Supplier's Lead Contract Manager</i></td><td></td></tr> </table>	<i>Supplier's Lead Contract Manager</i>			
<i>Supplier's Lead Contract Manager</i>					
Contract Meetings	The Suppliers' Service Manager will arrange and attend a monthly account and service governance review meeting with the Authority to review the reports and discuss service performance,				

	any possible concerns, service improvement actions or changes to the service			
Fast-track Change values	N/A			
Contract Reports – additional information	<p>The Authority will be provided with monthly reports that will show the volume of contacts being processed by the Service Desk. These reports will be provided using the Omni-channel Contact solution telephone system and will provide statistical information regarding the service. The reports available through Omni-channel Contact solution will include (but are not limited to) data for:</p> <ul style="list-style-type: none">• Calls Received / handled-Call Volumes• Total answered calls• Average Call time-waiting• Average Call pickup time• Average Call duration• Calls dropped• Calls answered within agreed KPIs• Email contact volumes offered / handled• Average email handling times• Average email time waiting• Emails answered within agreed KPI• Resolved FLF (to be provided from the Authorities ServiceNow tool) Cased opened by the Service Desk (to be provided from the Authorities ServiceNow tool) <p>Service reports will be provided daily / weekly and monthly and discussed in the service governance meeting described below. The supplier must confirm that their solution will generate the above reports. Please refer to Appendix 3 (also embedded in section 1.2 of this document) for the current breakdown of this information.</p>			
Person(s) to receive notices under the Contract	<table><tr><td>Authority's nominated person and contact details for service of notices</td><td><div></div><div></div></td></tr></table>		Authority's nominated person and contact details for service of notices	<div></div> <div></div>
Authority's nominated person and contact details for service of notices	<div></div> <div></div>			

	<i>Supplier's nominated person and contact details for service of notices</i>		
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Name:		Position:	Deputy Chief Financial Officer – Operational Finance
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Signed by the authorised representative of the AUTHORITY



Full Name:

Job Title/Role: Deputy Chief Finance Officer

Date Signed: 24/10/22

Name:		Position:	Programme Director – Health & Life Sciences
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Signed by the authorised representative of the Supplier



Full Name:

Job Title/Role: Client Delivery Director

Date Signed: 21 October 2022

Order Form Annexes

Annex 1

Part 1: Specification

Part 2: KPI Overview

Part 3: KPIs

Part 4: Calculation of Service Credits

Part 5: Termination Trigger for Accrued KPI Failures

Part 6: Excusing Events

Annex 2

Extra Key Provisions

Annex 3

Contract Price and Payment Terms

Maximum Payments on Unilateral Termination

Supplier's Financial Model

Annex 4

Implementation Plan

Annex 5

Information Security Management Plan

Annex 6

Supplier Solution

Annex 1

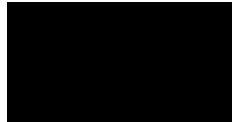
Annex 1 Part 1: Specification

1.1 The Deliverables

As set out in the ITT and Specification document embedded below:

Appendix 1 - ITT -
Specification of Req

As set out in the Supplier's tender response document embedded below:



Annex 1 Part 2: KPI Overview

Key Performance Indicators

- 1 During the Term of the Contract the Suppliers shall provide the Deliverables so as to meet the standard under each of the KPIs described below.
- 2 Annex 1 Part 3 of this Order Form sets out the Key Performance Indicators that the Parties have agreed shall be used to measure the performance of the Deliverables by the Suppliers.
- 3 The Suppliers shall monitor their performance against each KPI and shall send the Authority a report detailing the level of service actually achieved in accordance with the provisions of this Contract.
- 4 Subject to:
 - (a) any breach of any express provision of this Contract by the Authority (unless, and to the extent, caused or contributed to by the Suppliers); and
 - (b) any deliberate act or omission of the Authority or any failure by the Authority to take reasonable steps to carry out its activities in a manner which minimises significant interference with the Suppliers' performance of the Deliverables (save where, and to the extent, caused or contributed to by the Suppliers);

a failure by the Suppliers to meet any of the KPIs shall be KPI Failure (as defined in the Call-Off Terms and Conditions). Failure to meet a Primary KPI shall be a Primary KPI Failure and failure to meet a Secondary KPI shall be a Secondary KPI Failure.

Annex 1 Part 3: KPIs**Primary KPIs**

KPI Ref	Key Performance Indicator Title	KPI Description	Measurement of KPI	Frequency
KPI 1	Call Waiting Time	80% of calls answered in less than or equal to forty (40) seconds	$X / Y \times 100\%$ <p>Where</p> <p>X = The total number of calls answered within 40 seconds during the Measurement Period</p> <p>Y = The total number of phone calls received during the Measurement Period.</p>	Monthly
KPI 2	Maximum Call Waiting Time	99% of calls answered in less than or equal to 600 seconds.	The total number of calls that exceed the maximum wait time of 600 seconds expressed as an absolute number and as a percentage of the total number of phone calls in the Measurement Period.	Monthly

Primary Key Performance Indicators

The KPIs outlined below are from pages 8 & 9 of the specification.

The following KPIs must be provided.

KPI1: Call waiting time (This target is currently 80% less than or equal to 40 seconds)

KPI2: Maximum waiting time (This target is currently 99% less than or equal to 600 seconds)

KPI3: Response to email contacts – Emails answered within an agreed KPI

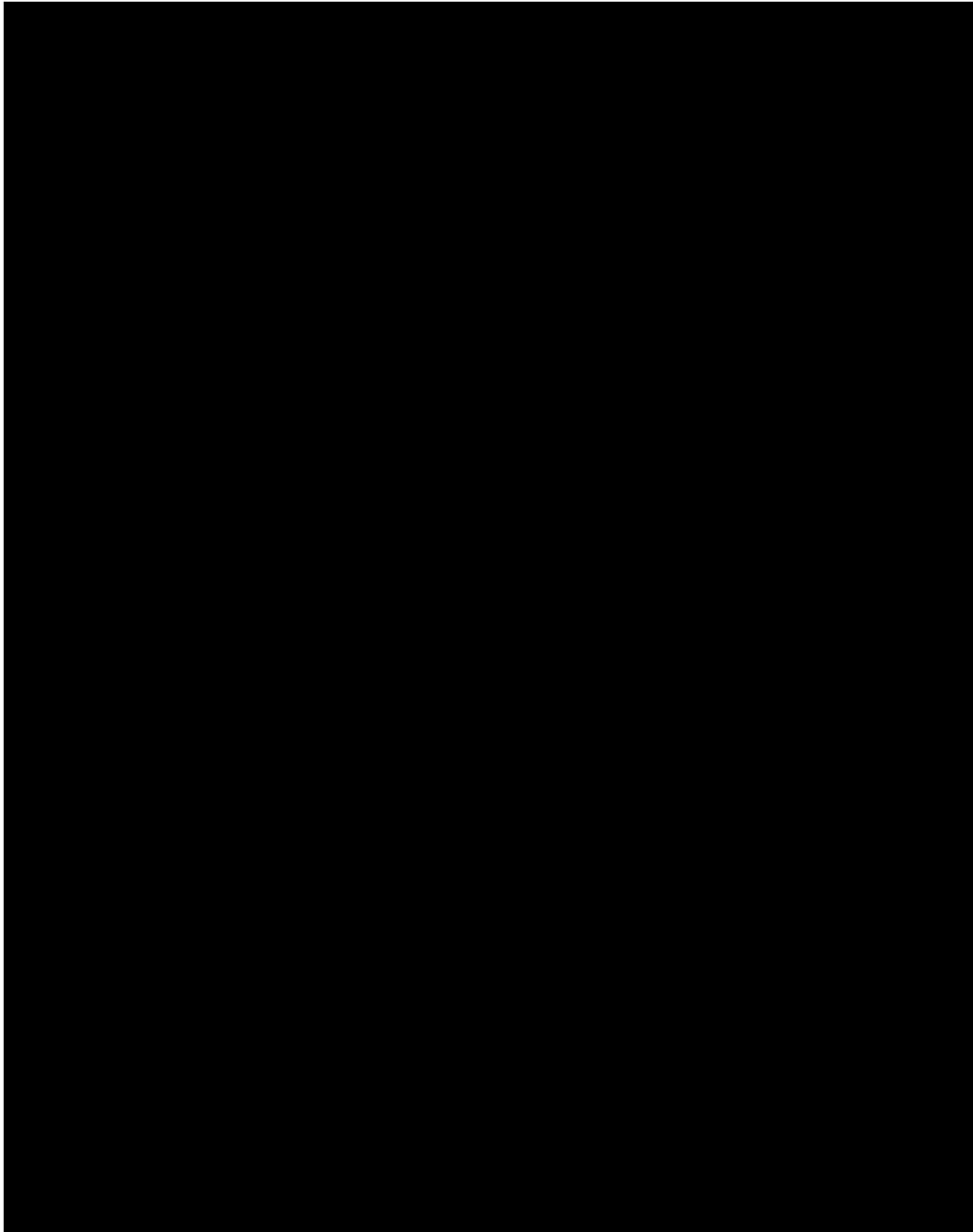
KPI4: Availability of suppliers' Omni-channel Contact solution/ system

KPI5: Availability of suppliers email system and or any other infrastructure that could impact the service desk's ability to function

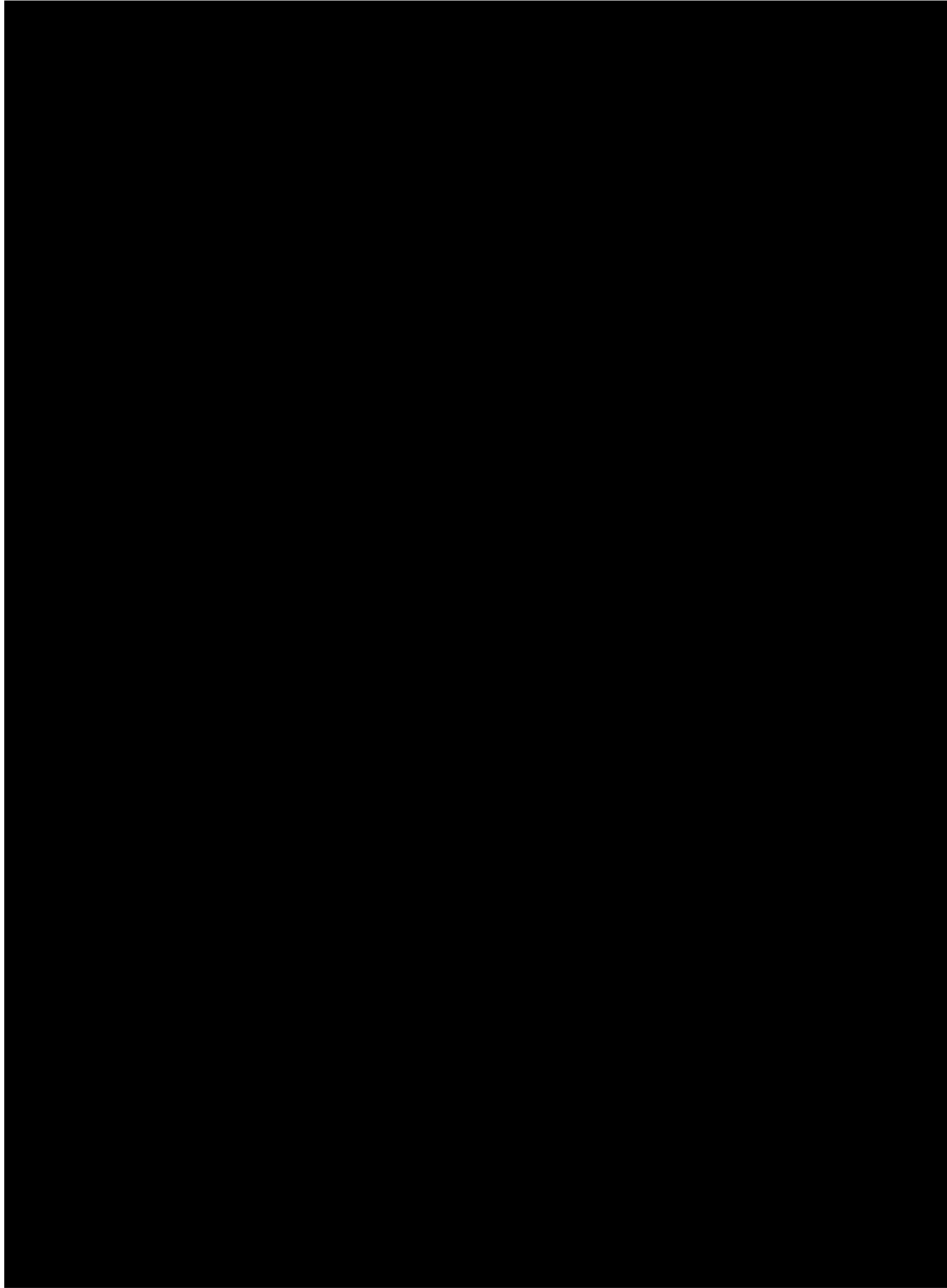
KPI6: Quality KPI

KPI7: First Line Fix Rate

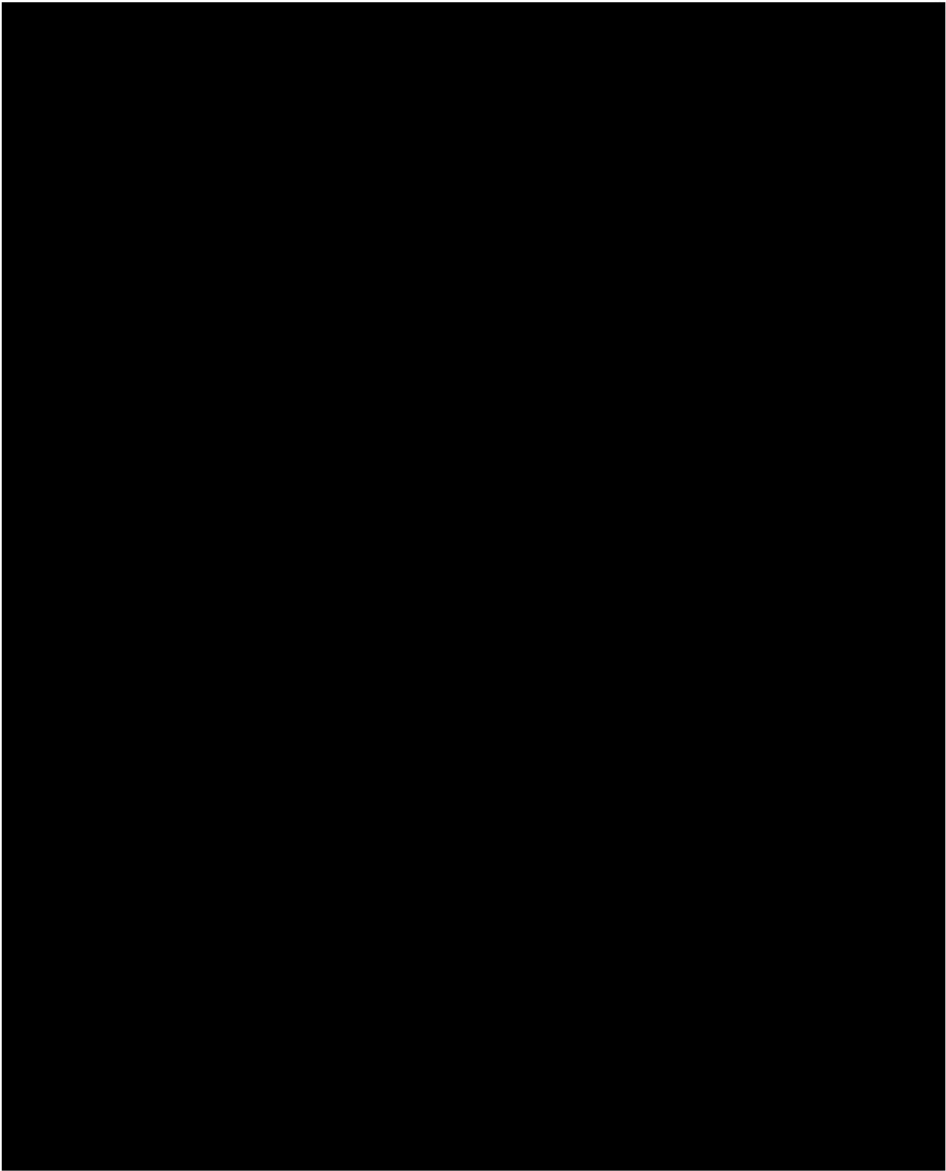
AtoS



Atos



AtoS



2 Definitions

Not Applicable

Annex 2

Extra Key Provisions

- There is a break clause on the 31st March 2023.
- The Parties shall review the monthly level of contacts and amend the resource and Contract Price where appropriate and agreed between the Parties via the Change Control Process. The Authority must provide the Supplier with one (1) month notice when requesting an adjustment to the level of resource and cost.
- The Authority can terminate the contract with one (1) months' notice.
- The Authority may wish to flex resourcing up or down in order to respond to a sudden emergency or surge in demand. This may be related to the existing Vaccination Service or other services managed by the Authority.

Annex 3

Contract Price and Payment Terms

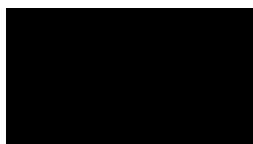
The cost is dependent on the volume / activity. [REDACTED]

[REDACTED]

[REDACTED]

Note the abovementioned figures are an estimate, the figures will vary depending on the actual requirements of the programme during the contract period.

The contract price is to be in accordance with the Supplier's submitted Pricing Schedule, embedded below:



The Supplier’s pricing as per December 2021 statistics:

Staff	Comments	Headcount in role	Price per person per month (fully loaded)	Total per month

The Supplier’s pricing as the the February 22 statistics:

Staff	Comments	Headcount in role	Price per person per month (fully loaded)	Total per month

The Supplier's submitted Rate Card:

	ROLE	Vacc Service Desk Day Rate	Vacc Service Desk Hourly Rate	Comments / Assumptions	Fully-loaded rate per person per

Please input additional roles your organisation are able to provide within the scope of this ITT.

	ROLE	Vacc Service Desk Day Rate	Vacc Service Desk Hourly Rate	Comments / Assumptions	fully-loaded rate per person per

Annex 4

Implementation Plan (if any)

As per Supplier's tender response.

Annex 5

Information Security Management Plan

NHSE Information Security Policy



Information
Security Policy v1.0.c

Annex 6

Supplier Solution



Annex 7

Processing of Personal Data

1. The Suppliers are only authorised to Process Personal Data in accordance with this Annex.
2. The Suppliers shall comply with any further written instructions with respect to Processing from the Authority from time to time.
3. Any such further instructions shall be incorporated into this Annex.

Annex 8

Acceptance Testing

N/A