

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

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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.

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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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Contract.

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.

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

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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 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.

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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).

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Annex 1: SOW Management Related Information

Topic	Frequency or Details
Operational Planning Event Frequency	Per Sprint (every 2 weeks)
Operational Review Event Frequency	Per Sprint (every 2 weeks)

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	Per Sprint
A1.11 Velocity Chart	Y	Per Sprint
A1.12 Epic and Release Burndown Chart	Y	Per Sprint
A1.13 Agile Control Chart	Y	Per Sprint
A1.14 Cumulative Flow Diagram	Y	Per Sprint
A1.15 Value Delivered Chart	Y	Per Sprint
A1.16 Work Item Age Chart	Y	Per Sprint

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Annex 2: Call-Off Contract Management Information

Topic	Frequency or Details
Commercial Planning/Review Event Frequency	Fortnightly as part of sprint planning

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	On demand by the Buyer
A2.10	Communications Plan	Y	On demand by the Buyer
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, plus final drafts at end of project

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Ref.	Type of Information	Required ?	Refresh Frequency
A2.12	Current contact and address for notices under the Call-Off Contract.	Yes	Immediate and updates following any changes
		N	

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	Y	Project start, refreshed on Buyer demand]
A2.21	Business Case	N	N/A
A2.22	Solution Architecture Definition	Y	[Project start, refreshed on Buyer demand]
A2.23	Development Approach Definition	Y	[Project start, refreshed on Buyer demand]
A2.24	Delivery Plan (also under Implementation Plans)	Y	Per Sprint
A2.25	Timebox Plans (also under Implementation Plans)	Y	Per Sprint
A2.26	Timebox Review Records	Y	Per Sprint
A2.27	Management Approach Definition	Y	Project start
A2.28	Feasibility Assessment	Y	Project start, refreshed on Buyer demand]
A2.29	Foundations Summary	Y	Project start, refreshed on Buyer demand]
A2.30	Project Review Report	Y	Per Sprint
	[N]
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	Per Sprint
A2.43	User Stories	Y	Per Sprint
A2.44	Release Propositions	Y	Per Sprint
A2.45	Proof of Concepts (POCs) / Spikes	Y	On Buyer demand
A2.46	Designs / UX (User Functionality)	Y	On Buyer demand
A2.47	Business Architecture Changes	Y	On Buyer demand
A2.48	Data Changes	Y	On Buyer demand
A2.49	Candidate Architectures	Y	On Buyer demand
A2.50	PTEST Requirements	Y	On Buyer demand
A2.51	Elaboration Boards (also under Implementation Plans)	Y	On Buyer demand

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Ref.	Type of Information	Required ?	Refresh Frequency
A2.52	Spring Boards (also under Implementation Plans)	N	[N/a]
A2.53	Delivery Metrics	Y	Per Sprint
A2.54	Health Checks	Y	On Buyer demand
		N]

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	Project start, refreshed per sprint
A2.61	Technical Constraints (e.g. compatibility with existing systems)	Y	On Buyer demand
A2.62	Pre-procurement support activities	N	N/A
A2.63	Make or Buy Analysis	N	N/A
A2.64	Technical Stack Specification	Y	On Buyer demand
A2.65	Technical Road Map	Y	On Buyer demand
A2.66	Target Operating Model	Y	On Buyer demand
A2.67	Skills Requirements Profile	Y	On Buyer demand
		N	

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
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			

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Ref.	Type of Information	Required ?	Refresh Frequency
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)
		N]

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).	Y	On demand by the Buyer
A2.91	Details of the number of customers supported by the Supplier's named service functions.	Y	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	Y	On demand by the Buyer
	[N]

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

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Annex 3:

Buyer/Supplier Management Information

Topic	Frequency or Details
Buyer SM Event Frequency	[Monthly or on demand by the Buyer]

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
		N	

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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
	[N]
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
	[]	N]
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
	[N	[]

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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)

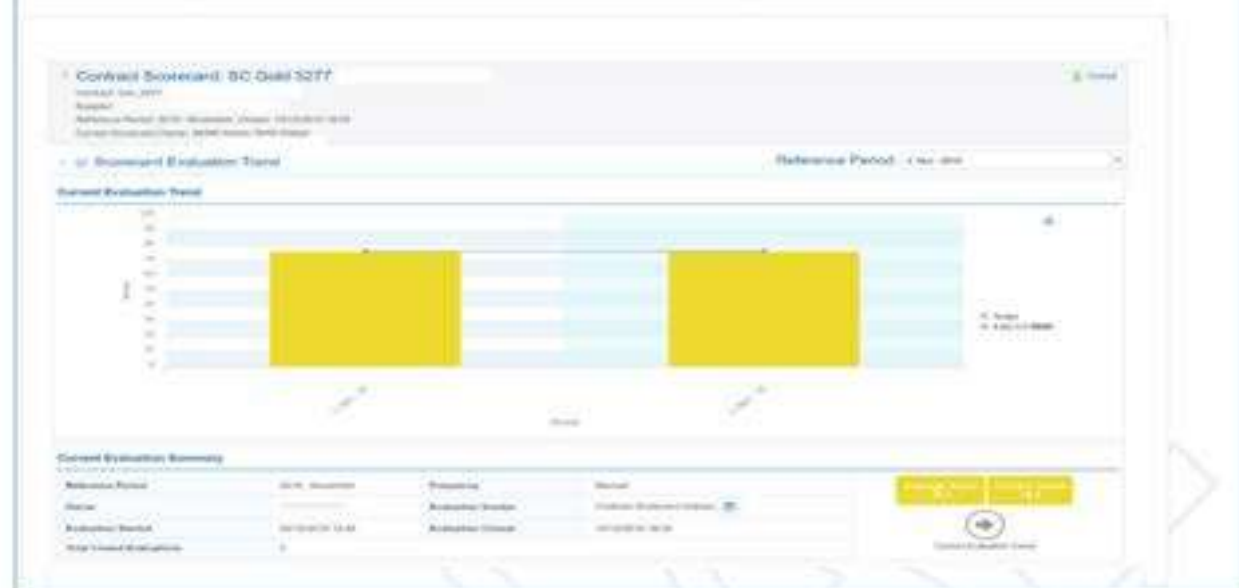
1. In addition to the Supplier's performance management obligations set out in the Framework Contract, the Buyer and the Supplier may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard examples below). However, the Balanced Scorecards may change and be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

Example 1**Example 2**

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

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Example Contract Trend Report



Example 3

Example Contract Trend Report



Example 4

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Example Contract Scorecard - Contract Comparison

2. The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against key performance indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.
3. The recommended process for using the Balanced Scorecard is as follows:
 - The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
 - On a pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance
 - Following the initial rating, both Parties meet to review the scores and agree an overall final score for each key performance indicator
 - Following agreement of final scores, the process is repeated as per the agreed schedule.

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Annex 6: Contract Boards

To be validated 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	
[Title 1]	Insert name[
Title 2]	Insert name[
	[
Supplier	
[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)	Day Rate	Days	Amount	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)	Day Rate	Days	Amount	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)	Day Rate	Days	Amount	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)	Day Rate	Days	Amount	
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)	Day Rate	Days	Amount	
Hardware							
Product	Product Code	Serial #	Type (e.g. Server, Laptop, Tablet, Mobile Phone)	Period	xxxx	Amount	
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	Amount	
Name	Date Incurred	Type (Travel, Accommodation etc)	Description including Provider			Amount	
Credits							
Description	Period Applied				xxxx	Amount	
				Period Relates To			
				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)

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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

Call-Off Schedule 16 (Benchmarking)

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"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.

Call-Off Schedule 16 (Benchmarking)

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- 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)

Call-Off Ref: C49421 PD – UEC Interoperability & Data

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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 or Acronym	Definition
BA	Business Analysis
CSO	Clinical Safety Officer
DOS	Directory of Services
ECDS	Emergency Care Dataset
EDS	ED Streaming & Redirection tool
IUCDS	Integrated Urgent Care Data Service
UEC	Urgent and Emergency Care
PaCCS	Pathways Clinical Consultation Support (Clinical module within Pathways system)
PEH	Patient Encounter History
RCS	Repeat Caller Service
SCR	Summary Care Record
TA	Technical Architecture

Call-Off Schedule 20 (Call-Off Specification)

1. Context

NHS Digital is the national information and technology partner for the health and care system. Its role is to harness the power of information and technology to make health and care better for the care professionals and people who work in the service, and for the people who receive them. NHS Digital is responsible for designing, delivering, and managing essential technology infrastructure, data and digital services, products, and standards that health and care professionals use every day to deliver better health and care outcomes. That means more digital services designed around the needs of our health and care professionals, patients and public. Services that offer simple and speedy access to the information and data that matters, whenever and wherever it is needed. Cost effective, sustainable solutions that improve investment value, accelerating the digital transformation of the NHS.

The role of the Product Development Directorate is to design and deliver new NHS applications and services commissioned by NHS England, NHS Test and Trace, NHS Improvement, Public Health England and other arm's-length bodies to help

citizens, patients and clinicians across primary, secondary and social care. This requires leveraging the external healthcare market and fostering digital knowledge, understanding and appetite across the system.

The **Digital Urgent and Emergency Care (DUEC) sub-directorate** aims to ensure the best use of Digital Technology in Urgent and Emergency Care, to allow patients to get the right help in the right place at the right time. DUEC runs and maintains a number of critical services including:

- NHS 111 Online
- The Directory of Services (DoS) and associated products such as Service Finder and Profile Updater
- UEC Data Services
- UEC Interoperability
- NHS Pathways

as well as undertaking related Transform activities to enhance and develop these services. Current projects include:

- Patient Encounter History
- 999 to 111 Case Transfer
- Post Event Messaging
- DoS Technology Strategy
- Mobile Referrals

Data projects as set out in the Overview above

The buyer requires technical resource for four existing products. The context for each is set out below:

1. Triage Internal Metrics (TIM):

The TIM product is currently progressing through its Beta phase of development. TIM enables and promotes the creation of insights into patient UEC journeys through the use of linked data to increase the evidence base for clinical and operational decision-making, system and service improvements as well as supporting evaluation of the existing and new digital programmes.

2. Triage External Metrics (TEM):

The TEM suite of products is entering its private Beta phase of development. TEM Dashboards will provide a resource for stakeholders to understand trends and patterns in the UEC patient journey. They will give stakeholders an expanded evidence base to help assess and plan their services.

3. Integrated Urgent Care Data Service (IUCDS):

IUCDS is undergoing parallel running activities with some NHSE data tools. The product is designed to integrate with a number of existing and developing data sets, providing an opportunity to drive data integration across the wider Urgent and Emergency Care system for the benefit of patients. Specific scope for the call-off contract is anticipated to be as follows as detailed in the corresponding statement of work. The required ownership of activities is similar to that required for TIM and TEM but needs to be sensitive to the contexts of the Live environment setting where the Run and Maintain tactical reporting solution is in Splunk. The Supplier will be required to manage exit from the existing Splunk platform and future transition to the different infrastructure required for the run and maintain strategic solution.

4. UEC Interoperability Team (UIT):

The UIT programme is developing a range of FHIR (Fast Healthcare Interoperability Resources) interoperability standards to support the ability of computer systems to exchange data with unambiguous shared meaning (semantic interoperability using SNOMED-CT Systematised Nomenclature of Medicine Clinical Terms).

The buyer also requires technical resource for two new initiatives. The context for each is set out below:

1. Patient Encounter History (PEH):

PEH is undergoing detailed Discovery activities aimed at validating the Buyer's set of assumptions so that the work is fully driven by business need. PEH is envisaged as a product that will either replace or upgrade the current Repeat Caller Service product and allow the viewing of patient encounters across UEC.

2. UEC Standards Roadmap:

This area of work will define the products that will need to be delivered by the Buyer's UIT team in relation to interoperability standards. The discovery phase of the project has been completed resulting on a set of principles and as is artefacts as well as the gaps and draft roadmap of use cases.

2. Scope

This schedule sets out the technical capabilities and outcomes required by the Buyer relating to four existing products:

1. Triage Internal Metrics (TIM),
2. Triage External Metrics (TEM),
3. Integrated Urgent Care Data Service (IUCDS)
4. Urgent and Emergency Care Interoperability Team (UIT)

The scope of requirements for TIM and TEM projects is end to end development services. This includes:

- technical authoring activities in relation to linkage and Triage internal Metrics tool
- queries (clinical and operational)
- Dashboards (engagement and rollout)
- production of business documentation
- technical needs artefacts
- aspects of the development life cycle.

The scope of requirements for Integrated Urgent Care Data Service (IUCDS) and UEC Interoperability Team (UIT) end to end development services. This includes:

- Transition of the IUCDS solution into the final strategic product.
- process flows and the provision of Clinical Safety Assurance in relation to the 999 to 111 FHIR standard. These will align to both private and public beta.
- CSO accreditation is required given the importance of the clinical safety risk management activities in this area of work. Ambulance sector subject matter expertise will also be an essential pre-requisite.

Additionally, this schedule sets out the requirements for two new projects where Supplier input will be required for end to end development services. These are:

1. Patient Encounter History (PEH) and
2. UEC Standards Roadmap.

PEH support will align to the start of the projects Alpha phase. The Supplier will be required to own the design, development and data feedback activities in this phase. They will have access to the Buyer's end users and commissioners and also to the User Researchers who own the user needs gathering activities.

For PEH Service Ownership will sit with NHSX. NHSD owns the delivery management, product management and user research activity and will commission the supplier for the remainder of the project activities.

For UEC Standards Road map the supplier will create a formal prioritisation framework driven by business needs. The Supplier will also be expected to produce simple means to orchestrate and illustrate the governance. The Supplier will be expected to develop a toolbox consisting of checklists and plan illustrations. This toolbox is required to simplify the application of path-to-live governance currently in place in NHS Digital for interoperability projects. The toolbox will need to comprise technical architecture as well as implementation and business change aspects.

Additional future products may be required over the life of the call off contract. The

Buyer may bring into scope any future products to support the directorate's requirements.

....

2.1. Geographical Scope

2.1.1. Target Geography

Limited to the entirety of England

2.1.2. Delivery Geography

NHS Digital is currently implementing a hybrid approach combining office-based and remote working. The two main office locations are Leeds and London, but occasional national travel may be required for ad hoc user/stakeholder meetings.

2.1.3. Organisational Scope

This call-off relates to three product teams within the Digital Urgent and Emergency Care sub-directorate which sits in the Product Development Directorate. They are as follows:

1. UEC Data team and
2. UEC Interoperability Team
3. Patient Encounter History

The UEC Data team is responsible for running and maintaining existing data products and services as well as for the delivery of TIM, TEM and IUCDS strategic projects delivery within the DUEC sub-directorate. The Buyer organisation specialist staff will be involved in supporting delivery of these projects within the transformation area. This team will direct the supplier through outcome-based SOWs.

The UEC Interoperability Team is responsible for:-

- offering an interoperability supporting service to Commissioners, Providers and Suppliers for standards across UEC
- support the development of open, FHIR based and supported interoperability standards across UEC that meet the needs of patients, clinicians, NHS Operations, Providers and Suppliers
- delivering transform projects including 999 to 111 Case Transfer, Patient Encounter History, Post Event Messaging and further development aligned with the UEC Standards Roadmap

there will also be a separate NHS Digital team with a sole focus on the Patient Encounter History product.

These teams will be responsible for directing the supplier through SOWs within the life of the call off contract.

2.2. End Users

2.2.1. Target Sectors

Target Sectors details are contained in:

Annex 1

Additional Sectors added:

Digital Urgent and Emergency Care (DUEC).

Experience of working within the healthcare sector, particularly within Urgent and Emergency domain, e.g. Ambulance Trust, is seen as essential to the Supplier being awarded the Call-of contract.

2.2.2. Target Users

The target users has a variety of target users across the different products and are mainly healthcare professionals. Specific target users for each product are set out below:

Triage Internal Metrics (TIM)

Targeted at the NHS Digital's Digital Urgent and Emergency Care NHS Pathways team.

Triage External Metrics (TEM),

TEM's target users is both national and local commissioners of the UEC services and service providers.

Integrated Urgent Care Data Service (IUCDS)

The IUCDS primary users will be NHS England and NHS Improvement IUC and UEC teams.

Urgent and Emergency Care Interoperability Team (UIT)

The target users are system suppliers who operate across Urgent and Emergency Care and the providers who use their systems or commission their services. Ambulance service providers are an immediate priority.

Patient Encounter History (PEH) and

The target users will be healthcare professionals working within the Urgent and

Emergency Care sector (UEC) from the healthcare service providers and care commissioner organisation.

UEC Standards Roadmap

The target user is the NHS X Commissioner.

2.3. Stakeholders

Key stakeholders for all Product Systems are Department of Health and Social Care and any arm-length body, NHSE&I, NHSX, other teams in NHSD, 111, 999 and CAS providers, other relevant health service providers (e.g. secondary, primary or community care), Care Commissioners, system Suppliers. The engagement with the central bodies is being undertaken in a collaborative way.

All key stakeholders are consulted through existing governance meetings or through the NHS X working groups.

The Supplier will not be expected to establish additional engagement forums with key stakeholders, although may be requested to organise or support specific events associated with engagement with wider stakeholders as part of establishing each service in scope.

2.4. Timing Scope

Full funding for 21/22 and for further years funding will be requested on an annual basis from NHS D and will be subject to availability.

The contract term is two years (24 months). The contract will have an option to extend for a further 6 months.

2.5. Life-Cycle Scope

There will be end to end development along with transition to running and maintaining for the below products:

1. Triage Internal Metrics (TIM)
2. Triage External Metrics (TEM),

3. Integrated Urgent Care Data Service (IUCDS)
4. Urgent and Emergency Care Interoperability Team (UIT)
5. Patient Encounter History (PEH)
6. UEC Standards Roadmap

Work will cover Discovery, Alpha, Beta and Live stages.

2.6. Technical Scope

2.6.1. Core Technical Capabilities

Technology Capability details for 999 to 111 and UEC standards roadmap are contained in:

Annex 2

- FHIR (Fast Healthcare Interoperability Resources) interoperability standards
- SNOMED-CT Systematised Nomenclature of Medicine Clinical Terms)
- Clinical Safety accreditations required to cover Hazard Log, Safety Case and to support the Clinical Approvals process.

Technology Capability details for Data are as follows:

- Currently SQL and SAS are used for TIM/Queries functionality and Power BI TEM interactive dashboards. It is anticipated that some new development will require the use of R or other relevant software. The option appraisal will be completed as part of this contract.
- IUCDS: Using Splunk platform for tactical solution and DPS/DAE tools for linkage and analysis (e.g. Privitar, Tableau) for Strategic solution

Technology Capability required for Patient Encounter History:

- Development under Azure infrastructure
- Service Design-driven approach to product delivery
- Familiarity with clinical content
- Data science

2.6.2. Diagram of the Technical Scope

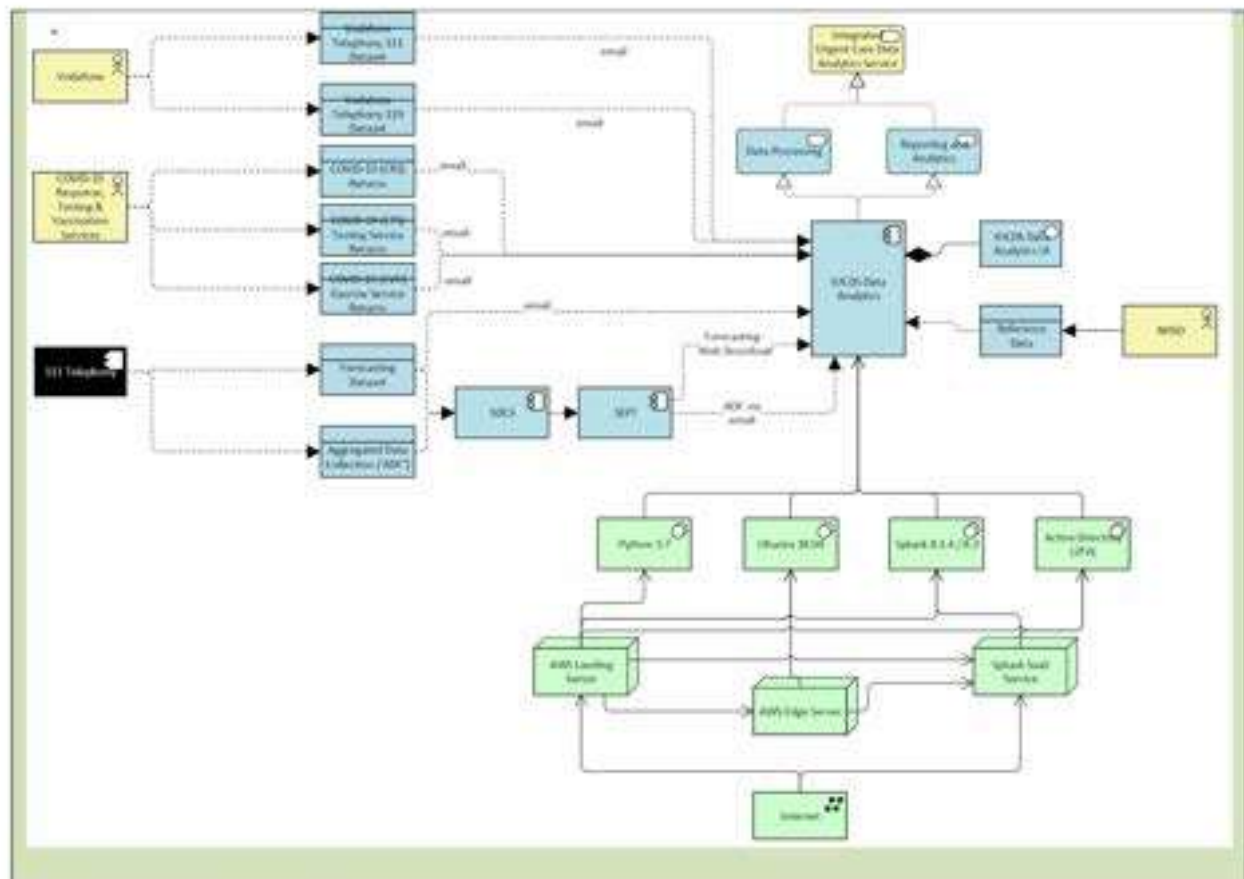
Urgent and Emergency Care from an Interoperability Standard Perspective:-



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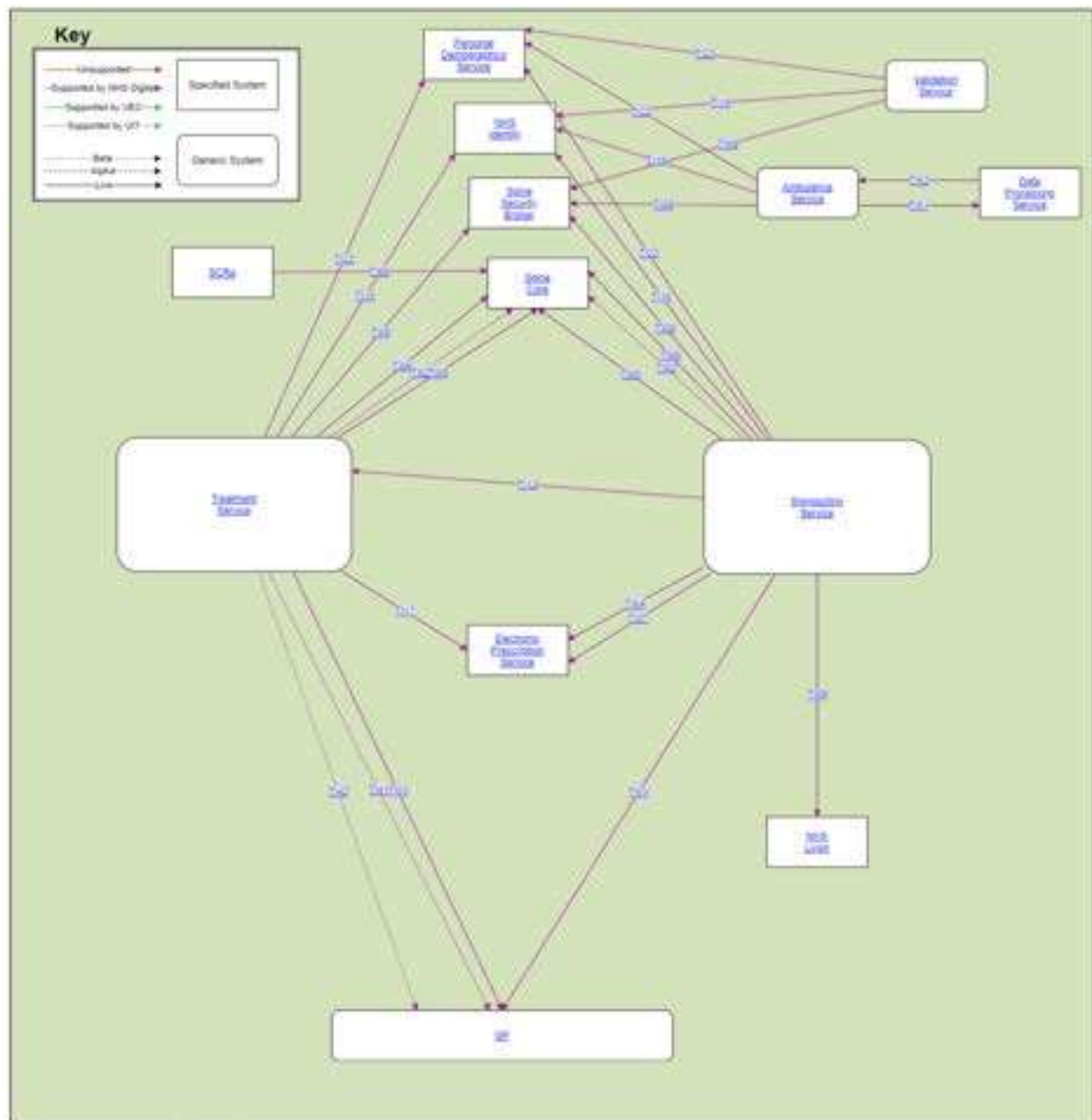


2.6.3. Technical Scope Exclusions

Local processes and adoption by users are excluded from the Supplier's responsibilities.

2.6.4. Interoperability Considerations

NHS Digital supported interactions (this is a subset of the interactions shown above).



2.6.5. Technical Constraints

The UEC Data programme uses Splunk for the IUCDS tactical solution and DPS/DAE for the IUCDS strategic solution. There is a critical dependency on the Suppliers for these systems.

The existing UIT landscape uses predominantly ITK2 which is deprecated (please see the diagram at section 2.6.2). The strategic intent is to replace this with FHIR.

2.7. Requirements

For Triage Internal Metrics (TIM), Triage External Metrics (TEM) and Integrated Urgent Care Data Service (IUCDS) and Patient Encounter History the requirements are to support the development of the relevant products (e.g. Data queries, TIM tool, TEM Interactive Dashboards, a new Patient Encounter History product or enhancements to existing products such as RCS or SCR, tactical and strategic analytical and reporting IUCDS solutions).

For Patient Encounter History (PEH) a product-led and Service Design-led approach is required to delivery of the Alpha and Beta phases of the product development. There will also be a need for the provision of a development and content team.

For Urgent and Emergency Care Interoperability Team (UIT) and UEC standards roadmap the requirement is for owning analytical, technical architecture and Clinical Safety Assurance activities for the development of FHIR based interoperable standards across UEC.

To deliver the above the Supplier is required to work in collaboration with:

- with the Buyer's commissioner (NHSX)
- with end users including clinical specialists
- with technical and implementation teams in market system Suppliers

2.8. Business Outcomes

The SOW 1 documentation goes into the required depth in relation to this scope and covers:

- 999 to 111 Case Transfer
- UEC data projects

SOW2:

- Patient Encounter history Alpha activities

SOW3:

- UEC Standards Roadmap prioritisation framework and overall governance activities

Future SOWs

Annex 3

- Further deliverables as defined by the programme

2.9. Technical Exclusions

None at present.

3. Deliverables

Some key deliverables are included below and full details are given in the corresponding Statement of Work documentation:

Annex 4

For Triage Internal Metrics (TIM) and Triage External Metrics (TEM) the deliverables are:

- Create and own technical documents for linkage, queries, dashboards and triage internal metrics.
- Produce, own and validate clear process flows, functional, operational, technical needs
- Cost/benefits analysis and Benefit Profiles and metrics
- Test plans, scripts and reports
- Own the response to ad/hoc data queries

For Integrated Urgent Care Data Service (IUCDS) the deliverables are:

- End to end ownership of the tactical solution transition activity (including parallel running, exit from the existing platform, user training), running and maintaining Splunk tactical solution, change management, dealing with ad hoc queries, managing transition to strategic solution.
- Owning stakeholder analysis, service modelling, service level analysis, service operation model, user requirements analysis, monitoring quality of the outputs
- Cost/Benefits analysis and Benefit Profiles and metrics.
- Test plans and quality assurance on the products, defect tracking, regression testing, system testing, unit testing

- Developing data specification, analysis and reporting for tactical and strategic solution (including data modelling, visualisation, running reports, responding to ad hoc queries)

For Patient Encounter History (PEH) the deliverables are:

- Own alpha activities in relation to product management, service design and development
- Produce prototypes to allow for the validation of options
- Secure content decisions with the NHSD user researchers and other stakeholders

For Urgent and Emergency Care Interoperability Team (UIT) the deliverables are:

- Ownership of activities will pertain private and then wider public beta phases
- Own clinical safety risk management (including Hazard Log, Clinical Safety Group submissions) in support of these phases of the project as necessary.
- UIT might also request ownership of the production of some key artefacts in relation to other projects:
 - For UEC Connect API Release v3.0 (technical guidance for Suppliers, documented evaluation of clinical safety risk management including Clinical Reasoning Hazard Log, updating and seeking approval of the Clinical Safety Case)
 - Evaluation of clinical safety risk management for host systems supporting Pathways to Pathways rehydration
 - Ownership of relevant Run Maintain issues
- Own the creation of a comprehensive set of process flows including involvement of commissioners and user researchers and validation with end users

For the UEC Standards Roadmap the deliverables are:

- Own the production of a clear prioritisation framework and manage stakeholders in adhering to this
- Own the illustration of the associated governance through simple checklist and plan artefacts

3.1. Functional and Non-Functional Requirements

These are defined in alignment to our incremental delivery methodology. Therefore the initial baseline will be iterated as new findings come to light.

Functional Requirement	Related Non-Functional Requirement
Functional requirements for TIM, TEM and IUCDS are defined within the prioritised Product Backlog in line with delivery plan and quality criteria.	<p>The Non-Functional Requirements for TIM, TEM and IUCDS have been assessed and categorised under one of the following:</p> <ul style="list-style-type: none"> • Accessibility and Usability • Audit • Availability • Data Integrity • Flexibility • Interoperability • Maintainability and Serviceability • Performance and Capacity • Portability • Resilience and Recovery • Reliability and Durability • Scalability • Security • Supportability • Sustainability • Time
<p>Functional and non-functional requirements have been created for the Urgent and Emergency Care Interoperability Team (UIT) project as part of Alpha activities.</p> <p>The deliverables required from the Supplier include referring to these but also validating and suggesting adjustments as the incremental delivery of the project progresses.</p>	

Functional Requirement	Related Non-Functional Requirement
Functional requirements for the Urgent and Emergency Care Interoperability Team (UIT) (with a focus on the 999-111 standard) are as defined in the Backlog and associated documentation in line with the delivery plan.	<p>The Non-Functional Requirements for the Urgent and Emergency Care Interoperability Team (UIT) have been assessed and categorised under one of the following:</p> <ul style="list-style-type: none"> • Performance • Availability. • Scalability. • Usability. • Security. • Modifiability. • Maintainability and testability • System robustness • Interoperability • Speed
Functional and non-functional requirements have not been created for the Patient Encounter History project at this point as this is current on its discovery phase. These are expected to take the form of annotated user journeys supported by a list of epics and user stories. These will constitute the output at the end of alpha based on what we have prototyped and found to work well. They will continue to be refined and updated through beta/live.	
Functional and non-functional requirements have not been created for the UEC Standards Roadmap project at this point as these would apply to specific use cases in the roadmap instead to applying to the generic project.	

3.2. Target Operating Model

RASCI matrices are being developed to describe the breakdown of responsibilities between NHS organisations. Assurance and adoption are both the accountability and the responsibility of NHSX.

The Target Operating Model for Urgent and Emergency Care Interoperability Team (UIT), UEC standards roadmap and Patient Encounter History is to be determined by October 2021. The Supplier will own activities to contribute to the definition of this.

IUCDS Target Operating Model:



SOW001 covers a mixture of Discovery, Alpha, Beta and Live activities linked to the following products:

- Triage Internal Metrics (TIM)
- Triage External Metrics (TEM),
- Integrated Urgent Care Data Service (IUCDS)
- Urgent and Emergency Care Interoperability Team (UIT) (with a focus on the 999-111 standard)

SOW002 covers the Alpha phase of the PEH project.

The Supplier are requested to read this from a Service Design and Product led approach to development. They are expected to provide a good Technical Architecture grounding to the delivery approach.

SOW003 covers the activities linked to the production of:

- . Governance artefacts consolidating current practices in a simplified and coherent way
- . A user-led prioritisation framework

4. Key Milestones and Call-Off Deliverables

Key Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Fully familiar with NHS D environment and the complex stakeholder network	Within 4 weeks
2	Complete handover of all delivery and support activities from existing supplier.	Within 8 weeks

5. Responsibilities of the Parties

The Supplier will become fully responsible for the deliverables described in this Call-off contract and for the milestones listed in the associated Statement of Work documentation.

The Buyer retains full responsibility for the overall delivery and assurance of the products and project work behind this Call-off contract.

A wider eco system of system Suppliers and NHS stakeholders and other organisations exists. RASCI matrices are being baselined for each of the products and project work in this context.

However, in the context of this Call-off contract, the most important aspect is NHSD's ownership of actions to develop and continually improve the digital products that provide the context for this contract.

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

Annex 1: Call-Off Schedule 20 – Target Sectors

HEALTH AND SOCIAL CARE SETTINGS	Tick boxes
Primary Care	Y
Ambulance Services	Y
111 Providers and CAS	Y
Other UEC settings	Y
Secondary Care - Hospital Settings	Y
Pharmacy	Y
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

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

Annex 2: Call-Off Schedule 20 – Technology Capabilities

Application Development	Tick boxes
Continuous Integration & Delivery Tools	Y
Testing & Quality Assurance Tools	Y
Interoperability Standard Development	Y
User Research	Y
Business Analysis	Y
Service Design	Y
Content Management	Y
Development (including Front End development)	Y
Testing	Y
Data Engineering	Y
Data analysis	Y
Product Management	Y

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

Customer Management	Tick boxes
CRM	
Enterprise Applications	N

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

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

(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		N
Identity & Access Management		N
Non-Relational Databases		Y
Performance & Availability Monitoring		N
Relational Databases		Y
Server Technology		N
Server/Desktop OS		N
Serverless		N
Source Code Management		Y
Storage		N
Virtualisation & Containerisation		Y
Visualisation Tools		Y
Web Analytics		N

Annex 3: Call-Off Schedule 20

Adhering to Agile methodology relevant Epics will be created in the programmes product backlog to manage the deliverables associated to each SOW milestone; as appropriate. Prioritised backlog items will be handed over to the supplier as defined.

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

To give an idea of the extent of the work, we are including some example backlog items. However, the responsibility for the Supplier will be focused on the milestones defined in each of the Statements of Work associated to this Call-off contract.

The **IUCDS** Product backlog for 21/22 is under development. It is anticipated that the following activities will form the basis of the run, maintain and (some) change work which will be covered by this call-off contract. As part of its impacting, commissioning and work management processes the Buyer will estimate (at a high level) the number of days required to deliver the required outcome.

Run – These include (but are not restricted to):

- Triage (incident management)
- Operational tasks
- Network engineering and hardware activities
- Release Management – including non-functional testing

Service Maintenance – These include (but are not restricted to):

- Prioritised Performance improvement
- System maintenance
- Improvements to build & deployment pipelines

Product Maintenance – These include

- Performance monitoring and improvement
- Reporting maintenance in line with changing business reporting
- Reporting development to meet changing business needs
- Onboarding of new data feeds as data becomes available

Incremental enhancements and change

The items below are likely to be carried over from the Buyer's IUCDS backlog. Dependent on their estimated size, objective, priority, or delivery capacity may be taken forward as service maintenance (incremental improvement) or change commissions which may be delivered through this or via a separate call-off contract.

Potential IUCDS change work in 21/22

Development of additional reports to meet changing business requirements

Reports to support changing business requirements

Updates to data ingestion mechanisms for updated source feeds

Potential IUCDS change work in 21/22

Implementation of MESH mailbox for data ingestion
 Performance optimisation

The **TIM** and **TEM** product backlogs are also under development. It is expected that the following key activities will be completed in these areas:

Development/Transformation:

Linkage: PaCCS reference; linkage metrics, linkage automation development

Queries: Process/Audit documentation; Low Acuity Attendance Discovery completion; DOS outcome methodology; developing analytical outputs for 111First evaluation

Triage Internal Metrics: TIM 999 development, PaCCS in TIM,

TEM: Agree pilot with two or three big providers; Complete User Testing and Validation for the existing MVP, develop the EDS iteration of the interactive dashboards; Obtain governance approvals for the interactive dashboard publication.

Run/Maintain

Linkage:

Queries: Chest pain suit of Pathways, knowledge transfer for ECDS/ HES transition, ad hoc clinical queries service provision

TIM: Add and maintain pathways in TIM

TEM: providing post-implementation support following the first release of TEM

The following table provides the information which should typically be maintained with the Backlog:

Annex 5: Call-Off Schedule 20 – Resource 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).

DDaT Cluster	Role Family	Approx. No
Data	Data Engineer	3 or less
Data	Data Scientist	0
Data	Performance Analyst	0
IT Ops	Business Relationship Manager	0
IT Ops	Change and Release Manager	0
IT Ops	Command and Control	0
IT Ops	Applications Operations	3 or less
IT Ops	Engineer End User	0
IT Ops	Engineer Infrastructure	0
IT Ops	Incident Manager	0
IT Ops	IT Service Manager	0
IT Ops	Problem Manager	0
IT Ops	Service Desk Manager	0
IT Ops	Service Transition Manager	0
Product Delivery	Business Analysis	3 or less
Product Delivery	Delivery	3 or less
Product Delivery	Product Manager	3 or less
QAT	QAT Analyst	0
QAT	Test Engineer	4 to 6
QAT	Test Manager	3 or less
Technical	Data Architect	0
Technical	DevOps	0
Technical	Infrastructure Engineer	0
Technical	Network Architect	0
Technical	Security Architect	0
Technical	Software Developer	4 to 6
Technical	Technical Architect	3 or less
User Centred Design	Content Designer	3 or less
User Centred Design	Graphic Interaction Designer	0
User Centred Design	Service Designer	3 or less
User Centred Design	Technical Writer	3 or less
User Centred Design	User Researcher	3 or less
No DDaT Cluster Mapping	Cyber Security	0

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FINAL

Call-Off Schedule 23 (Health Additional Call-Off Terms)

Call-Off Ref: C49421 PD – UEC Interoperability & Data

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Call-Off Schedule 23 (Health Additional Call-Off Terms)

1. Definitions

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

"Buyer Software"	means any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Medical Devices"	means any Deliverable that falls under the definition of a Medical Device in accordance with guidance published by the Medicines and Healthcare Products Regulatory Agency;
"Open Source Software"	means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

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“Specially Written Software” any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and

“Third Party Body” has the meaning given to it in paragraph 6.1.

2. Additional Warranties

- 2.1 The Supplier represents and undertakes to the Buyer that all Deliverables will meet the Buyer’s acceptance criteria, as defined in each Statement of Work.
- 2.2 The Supplier undertakes to maintain all interface and interoperability between Third Party Software or services and Specially Written Software as required for the performance of the Services or delivery of any Deliverables.
- 2.3 The Supplier undertakes and warrants that it has or shall procure all consents, registrations, approvals, licences and permissions relating to Medical Devices as recommended or stipulated by any materials published by the Medicines and Healthcare Products Regulatory Agency.

3. Additional Intellectual Property Terms

- 3.1 The Supplier grants to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, assign, sub-license, adapt, commercially exploit or otherwise deal with any of the Supplier’s Existing IPR and any Third Party IPR to the extent necessary to enable the Buyer to obtain the full benefits of ownership of any New IPRs. The Supplier shall procure that such licence shall permit subsequent sub-licensees to sub-license the Existing IPR and Third Party IPR on the same terms and subject to the same restrictions as under this paragraph to enable each further subsequent sub-licensee to obtain the full benefits of any New IPRs that are sub-licensed to them.
- 3.2 In respect of all Government Data, the Authority shall be the owner of all such Government Data and any Existing IPR and New IPR in such Government Data and any modifications, updates and amendments in relation to the same. The Supplier may not assign, license or otherwise deal with any Government Data or IPRs in such Government Data without the Authority’s specific written consent.

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- 3.3 The Supplier may only use its Existing IPR or any Third Party IPR in any New IPR if the Buyer has given its written consent in advance.
 - 3.4 The Supplier may only use Open Source Software in any New IPR if the Buyer has given its written consent in advance.
 - 3.5 The Supplier shall ensure that all New IPR, Existing IPR and Third Party IPR licensed or assigned to the Buyer is able to be assigned, novated or otherwise transferred to:
 - 3.5.1 any other Central Government Body, NHS England, NHS Improvement, DHSC or any other Crown Body or any public or private sector body which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer; or
 - 3.5.2 any other public or private body.
 - 3.6 Unless otherwise agreed by the Parties in writing, the Supplier shall ensure that all computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is suitable for publication by the Buyer as Open Source and based on Open Standards (where applicable), and the Buyer may, at its sole discretion, publish the same as Open Source.
- 4. Document and Source Code Management Repository**
- 4.1 The Parties shall work together to ensure that there is appropriate IPR asset management. Where the Supplier is working on the Buyer's system the Supplier shall comply with the Buyer's IPR asset management approach and procedures. Where the Supplier is working on the Supplier's system it will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice. Records and documentation associated with IPR asset management shall form part of the Deliverables associated with any Specially Written Software or New IPR.
 - 4.2 The Supplier shall comply with any reasonable instructions given by the Buyer as to where it will store Documentation and Source Code, both finished and in progress, during the term of this Call-Off Contract, and at what frequency/intervals.
 - 4.3 The Supplier shall ensure that all items that are uploaded to any repository contain sufficient detail, code annotations and instructions so that a third-party developer with the relevant technical abilities within the applicable role would be able to understand how the item was created and how it works together with the other items in the repository within a reasonable timeframe.

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4.4 The Supplier shall maintain a register of all Open Source Software used in the provision of the Deliverables in accordance with its IPR asset management obligations under this Contract.

4.5 The Supplier shall provide the Buyer with a copy of the IPR asset management information relating to the Deliverables on request by the Buyer, in a standard portable machine readable format.

5. Escrow

5.1 The Supplier shall on request from the Buyer within 20 Working Days after the Start Date, deposit the Source Code of software that is the Supplier's Existing IPR or Third Party IPR in escrow with the National Computing Centre on their standard terms.

5.2 The Supplier shall ensure that the deposited version of the Source Code is the current version of the Software and that the deposited version is kept up to date as the Software is modified or upgraded. The Buyer shall pay the deposit and maintenance fees under the escrow agreement and the Supplier shall pay the release fees under the escrow agreement.

5.3 Where the Supplier is unable to procure compliance with the provisions of paragraph 5.1 in respect of any Third Party IPR, it shall provide the Buyer with written evidence of its inability to comply with these provisions and shall agree with the Buyer a suitable alternative to escrow that affords the Customer the nearest equivalent protection. The Supplier shall be excused from its obligations under paragraph 5.1 only to the extent that the parties have agreed on a suitable alternative.

5.4 In circumstances where the Buyer obtains the release of the Source Code from escrow, the Supplier hereby grants to the Buyer (on behalf of itself and the Replacement Supplier) a perpetual, assignable, royalty-free and non-exclusive licence to use, support, modify and enhance the Source Code version of the software to the extent necessary for the receipt of the Deliverables or any replacement services.

6. Information Sharing By the Buyer

6.1 The Supplier shall, if requested by the Buyer, provide such management information as is provided under Call-Off Schedule 15A (Health Supplier and Contract Management) to another Buyer or to any Central Government Body, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body**"). The Supplier confirms and agrees that the Buyer may itself provide the Third Party Body with management information relating to the Deliverables, any payments made under this Contract, and any other information relevant to the operation of this Contract.

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- 6.2 Upon receipt of management information supplied by the Supplier to the Buyer and/or the Third Party Body, or by the Buyer to the Third Party Body, the Parties hereby consent to the Third Party Body and the Buyer:
- 6.2.1 storing and analysing the management information and producing statistics; and
 - 6.2.2 sharing the management information or any statistics produced using the management information with any other Buyer or Central Government Body.
- 6.3 If the Third Party Body and/or the Buyer shares the management information or any other information provided under paragraph 6.2, any Buyer or Central Government Body receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Buyer to such other Buyer or Central Government Body, be informed of the confidential nature of that information by the Buyer and shall be requested by the Buyer not to disclose it to any body that is not a Buyer or Central Government Body (unless required to do so by Law).
- 6.4 Without limitation, the following additional information may be shared by the Buyer with Third Party Bodies subject to the terms of this Paragraph 6:
- 6.4.1 the Buyer's requirements;
 - 6.4.2 the Supplier's rate card and summary cost information;
 - 6.4.3 the Buyer's spend information; and
 - 6.4.4 the Supplier's registration information on the procurement platform used by the Buyer for the purposes of this Call-Off Contract.

7. Malicious Software

- 7.1 The Supplier shall, throughout the Call-Off Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any

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losses and to restore the provision of the Deliverables to its desired operating efficiency.

- 7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 7.2 shall be borne by the Parties as follows:

7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Government Data (whilst the Government Data was under the control of the Buyer).

8. Data Protection Impact Assessment Delivery and Assistance

- 8.1 Without limitation to the obligations as set out in Joint Schedule 11 (Processing Data) and the Order Form, the Supplier shall provide a draft DPIA prior to Contract Award for each Deliverable under the Contract.

- 8.2 The Supplier shall update the DPIA to be complete for the agreed Deliverables and meeting all Law, prior to the Start Date of the Contract. The Supplier shall be responsible for updating the DPIA at each material change of the Deliverables (including but not limited to each release of new software) and following any Variation.

9. Third Party Rights for a Public Sector Data Processing

- 9.1 Further to Clause 19, where in Joint Schedule 11 (Processing Data) there is a third-party public sector Controller listed, the named third party public sector Controller will have CRTPA rights in relation to Data Protection Legislation obligations, where the Buyer has indicated this should be the case in the Order Form.

- 9.2 Where the third party public sector Controller wishes to exercise its rights pursuant to paragraph 9.1, the Buyer shall notify the Supplier that the rights are to be exercised.

- 9.3 The enforcement rights granted by Clause 9.1 are subject to the following restrictions and qualifications:

9.3.1 the Parties may vary, terminate or rescind the Call-Off Contract without the consent of any third party; and

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- 9.3.2 the Buyer may, as agent or trustee, enforce any term of the Call-Off Contract on behalf of another such relevant third party to whom rights have been granted.

10. Data Protection Indemnity

- 10.1 The Supplier recognises that the Buyer (where controller) will have obligations to meet in Law in relation to any breach and communication to subjects and the ICO, as well as government obligations as to conduct and transparency. Clause 26.2 to 26.5 inclusive of the Core Terms shall not apply in relation to any confidentiality or data protection indemnity provided by the Supplier including but not limited to Clause 14.8(e) of the Core Terms.

11. Confidentiality

- 11.1 It is recognised that the Health public sector is subject to National Health Service Act 2006 section 9, and in accordance with that statute does not put in place binding legal contracts.
- 11.2 In relation to Clause 15.5 of the Core Terms, the Buyer shall only be required to notify any public sector recipient that any confidential information is classed as confidential.

12. Premises

- 12.1 Where either Party uses the other Party's premises, such Party is liable for all Losses arising from any damage it causes to the premises. Such Party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 12.2 The Supplier will use the Buyer Premises solely for the Call-Off Contract.
- 12.3 This clause does not create a tenancy or exclusive right of occupation.
- 12.4 While on the Buyer Premises, the Supplier will:
- 12.4.1 ensure the security of the premises;
 - 12.4.2 comply with Buyer requirements for the conduct of personnel;
 - 12.4.3 comply with any health and safety measures implemented by the Buyer;

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- 12.4.4 comply with any instructions from the Buyer on any necessary associated safety measures ; and
 - 12.4.5 notify the Buyer immediately in the event of any incident occurring on the premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 12.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.
- 12.6 All Supplier Equipment brought onto the Buyer Premises will be at the Supplier's risk. Upon termination or expiry of the Call-Off Contract, the Supplier will remove such Supplier Equipment.
- 13. Audit**
- 13.1 The Buyer may Audit the Supplier at any time by giving notice in writing, such notice to set out details of the scope of such Audit and the details of the relevant Auditor.
- 13.2 Further to Clause 6.6, the Supplier must provide a copy of its Self Audit Certificate supported by an audit report to the Buyer at the end of each Contract Year.
- 14. Non-Solicitation of Employees or Contractors**
- 14.1 The Supplier recognises that the Buyer invests a considerable amount of time, cost and effort in the recruitment and training of staff in the niche area of ICT health services in the public sector. Furthermore, the necessary recruitment governance activity and security checks result in a long lead time in onboarding new staff. Consequently, the Buyer has a legitimate business interest to prevent the unauthorised solicitation or employment or engagement of Restricted Staff.
- 14.2 In order to protect the legitimate business interests of the Buyer (and in particular the Confidential Information, goodwill and the stable trained workforce of each Party), the Supplier agrees that it shall not for the duration of the Call-Off Contract and for a period of 3 months after termination or expiry of this Call-Off Contract solicit or entice away from the employment or service or engagement of the Buyer any Restricted Staff, other than by means of a national advertising campaign open to all-comers and not specifically targeted at the Restricted Staff. The Supplier shall not be deemed to be in breach of this paragraph 14 where Restricted Staff are engaged in response to applying to a general advertising campaign.

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15. Further consequences of Call-Off Contract Expiry or Termination

15.1 In addition to the provisions of Clause 10.5, at the end of the Call-Off Contract (howsoever arising), the Supplier must:

15.1.1 immediately return to the Buyer:

15.1.1.1 all copies of Buyer Software and any other software licensed by the Buyer to the Supplier under this Call-Off Contract;

15.1.1.2 any materials created by the Supplier under this Call-Off Contract or work in progress where the IPRs are or will be owned by the Buyer; and

15.1.1.3 all Buyer Assets provided to the Supplier by the Buyer in good working order.

15.1.2 immediately upload any items that are or were due to be uploaded to the repository in accordance with paragraph 4 of this Schedule when this Call-Off Contract was terminated;

15.1.3 ensure that any Government Data returned under Clause 10.6.1(d) is, at the direction of the Buyer, provided to the Buyer and any Replacement Supplier with a complete and uncorrupted version of the Government Data in electronic form in the formats and on media agreed with the Buyer and any Replacement Supplier;

15.1.4 work with the Buyer on any work in progress and ensure an orderly transition of the Services to the Replacement Supplier;

15.1.5 provide all information requested by the Buyer on the provision of the Services so that:

15.1.5.1 the Buyer is able to understand how the Services have been provided; and

15.1.5.2 the Buyer and any Replacement Supplier can conduct due diligence.

15.2 Each Party will return all of the other Party's Confidential Information. Each Party will confirm that it does not retain the other Party's Confidential Information except where the information must be retained by the Party as a legal requirement or where this Call-Off Contract states otherwise.

Call-Off Schedule 24 (Health Probity)

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Call-Off Schedule 24 (Health Probity)**1 Definitions**

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

"Account Management Team"	has the meaning given to it in paragraph 1.1.1.1(e);
"Bid Team"	means the group of individuals tasked with compiling a formal proposal for Deliverables under the Contract in response to procurement activity and any supporting personnel;
"Operational Team"	means the technical and operational team assigned to supplying Deliverables under the Contract and any supporting personnel;
"Probity Policy"	means the probity policy set out in paragraph 3 of this schedule; and
"Probity Policy Agreement"	means the agreement to be signed by the Supplier to confirm that the Supplier will comply with the Probity Policy in respect of a Further Competition Procedure and which is set out at Annex 1 to this Schedule.
"Wider Bidder Organisation"	means the organisation, as a legal entity as part of a wider parent group, supplying Deliverables under the Contract or bidding in a future Further Competition Procedure(s).

2 Background

- 2.1 Where the Supplier is providing Deliverables under the Call-Off Contract and intends to be involved in a Further Competition Procedure under the Framework Contract which has any connection with those Deliverables, the Supplier shall put in place steps to ensure due probity including the erection of ethical walls, obligations to protect and, if required, provide as appropriate specific information to the Buyer.
- 2.2 Notwithstanding paragraph 2.1, if the Buyer determines the Supplier is in a position of potential competitive advantage compared with other suppliers as a result of performing related activities, the Buyer shall notify the Supplier. In such circumstances, the Supplier shall comply with any such probity measures reasonably proposed by the Buyer.
- 2.3 Where probity measures are to be put in place, the Supplier shall complete, sign and return a copy of the Probity Policy Agreement found at Annex 1 to this Schedule.

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- 2.4 The Buyer may at any point during the Framework Contract Period invoke the full provisions of the Probity Policy if the Buyer deems it possible that a Further Competition Procedure may follow.
- 2.5 Each Probity Policy Agreement signed by a Supplier shall continue in force in respect of the Supplier until the conclusion of the Further Competition Procedure in connection with which the Supplier has signed a Probity Policy Agreement. For the avoidance of doubt, from conclusion of the relevant Further Competition Procedure, members of the Operational Team shall be permitted to work on the technical and operational service for the Buyer.
- 2.6 Until the Supplier gives notice in writing to the Buyer that it does not wish to participate in a Further Competition Procedure in accordance with Framework Schedule 7 (Call-Off Award Procedure), the Supplier shall be deemed a potential bidder in respect of the relevant Further Competition Procedure and the full terms of the Probity Policy shall apply.
- 2.7 The Probity Policy shall apply to any Further Competition Procedure arising from the Framework Contract.
- 2.8 The Buyer shall nominate a single point of contact within the Buyer's organisation for the purposes of managing the processes set out herein and notify the Supplier of the same.

3 Probity Policy**3.1 Introduction**

- 3.1.1 The Buyer is committed to undertaking the award of public contracts consistent with principles of transparency and fair, equal, and non-discriminatory treatment of bidders as reflected in applicable procurement rules.
- 3.1.2 This Probity Policy sets out the specific working practices the Buyer will expect a Supplier to comply with, during the course of all Further Competition Procedures where the Supplier might otherwise have an unfair competitive advantage as a result of involvement in work leading to the Further Competition Procedure.
- 3.1.3 It is a condition of participation in any of the Further Competition Procedures that each Supplier complies with the specific responsibilities set out in this Probity Policy. Failure to comply with the Probity Policy may result in exclusion from any or all Further Competition Procedures where there are no other means to ensure compliance with the Buyer's duty to treat bidders equally.

3.2 Supplier responsibility to ensure compliance

- 3.2.1 Should the Supplier wish to bid under a Further Competition Procedure for the provision of Deliverables which are the same as or similar to Deliverables provided by the Supplier under an existing Call-Off Contract, the Supplier shall ensure that:

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- (a) it creates information barriers between their Bid Team and any of their Operational Team(s) working on existing Call-Off Contracts held by the Supplier in order to minimise unfair knowledge sharing; and
- (b) it notifies to the Buyer any material documentation and information, Deliverables or both arising from any preparatory phase that might otherwise constitute a competitive advantage and, if requested, shall provide such documentation, information or Deliverables to the Buyer.

3.2.2 The Buyer reserves the right to request that the Supplier at any time demonstrates its compliance with the requirements of the Probity Policy.

3.3 Sharing information

- 3.3.1 The Supplier shall provide such information that is relevant to the Further Competition Procedure regarding the Deliverables (if any) that the Supplier provides, or has already provided at an earlier stage, to the Buyer as an existing supplier, as may be reasonably requested by the Buyer from time to time and on the understanding that this information may be passed on by the Buyer, in full or in part, to facilitate an equal competition between bidders in relation to Further Competition Procedures (with the exception of Supplier Commercially Sensitive Information). This information must be provided by the Supplier at its own cost in a standard electronic format (e.g. MS-Office application files) or via participation in meetings, workshops or similar at the discretion of the Buyer.
- 3.3.2 Information must not be passed by the Supplier's Operational Team to their Bid Team(s). The Bid Team must not involve members of the Operational Team. The exception to this rule, for sharing or passing of information between teams, is that prior written permission is attained from the Buyer.
- 3.3.3 Each Supplier must treat all other suppliers equally and must not discriminate against any other entity or individual, at all times, in the context of requests for information made to the Buyer pursuant to this Probity Policy. All information to be shared between bidders must be sent to the Buyer who shall thereafter share the information with other suppliers as necessary.
- 3.3.4 The Buyer reserves the right to share budget information, planned resource profiles and other cost information (excluding Commercially Sensitive Information) to bidders if such information would otherwise confer an advantage to the Supplier.
- 3.3.5 Suppliers shall be aware that the provisions of FOIA may apply to information that forms the subject matter of this Probity Policy and understand that the provisions of FOIA shall take precedence over any term of this Probity Policy. The Buyer acknowledges that pursuant to the

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Code of Practice on the Discharge of the Functions of Public Authorities under Part I of FOIA, where it receives a request under FOIA which relates to information whose disclosure may cause adverse impact on a Supplier, it is under a duty to:

- (a) seek the views of the Supplier prior to making any disclosure, in particular to assist in determining whether the information falls within the exemptions at Section 41 or 43 under FOIA; and
- (b) take due account of any views of the Supplier when determining whether such information falls within the Section 41 or 43 exemptions and thereby whether disclosure of such information should occur under FOIA.

3.4 Suppliers to control flow of information

3.4.1 Where a Supplier, or any Subcontractor, agent or member of that Supplier or an Affiliate is directly involved in the provision or management or delivery of Deliverables under the Contract with the Buyer, the Supplier shall establish internal communications barriers providing separation between different teams within the Supplier organisation compliant with the procedures set out below. Where the Supplier believes that it is not possible to comply with all of the procedures set out below the Supplier shall notify the Buyer and the Buyer shall work with the Supplier to ensure that the procedures below are implemented to the fullest extent practicable.

(a) **Physical and Organisational Separation**

There must be appropriate barriers and a clear and regulated communications procedure consistent with the principles in this Probity Policy between individuals who are involved, directly or indirectly, in putting together a bid or proposal and any individuals in the Supplier organisation who are directly involved in the provision or management of Deliverables under a Call-Off Contract to the Buyer.

(b) **Communications between the Operational Team and the Bid Team**

Individuals in the Bid Team may not discuss any aspect of the Further Competition Procedure or consult with individuals in the Operational Team except under circumstances deemed appropriate by the Buyer.

(c) **Communications between the Wider Bidder Organisation and the Bid Team**

The Supplier shall ensure that prior to any individuals in the Bid Team receiving information relating to the Further Competition Procedure from individuals in the Wider Bidder Organisation who are indirectly involved in the provision or management of Deliverables under any Call-Off Contract with the Buyer, they shall obtain the written permission of the Buyer. After receiving each such request, the Buyer shall review the

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information and may, at its sole discretion, give permission for the disclosure to the Bid Team and/or may make all or any part of that information available to other Suppliers in accordance with paragraph 3.3.4.

(d) Information Systems

Any information held by the Supplier in any form (including electronic) which relates to Deliverables related to the Further Competition Procedure currently or potentially to be provided by the Wider Bidder Organisation to the Buyer shall not be made available to (or otherwise be accessible by) the Bid Team other than in accordance with the provisions of this Probity Policy.

(e) Bidder Account Management Role

If a Supplier retains a team to manage its commercial relationship with the Buyer at corporate or at client group level (the "**Account Management Team**"), individuals in that Account Management Team shall be permitted to supervise the activities of the Bid Team and the Operational Team, but shall only communicate information between those teams in strict accordance with this Probity Policy. For the avoidance of doubt, this excludes sharing of cost estimates, planning information, budgets, etc. unless the Buyer has agreed to share such information with all bidders in a Further Competition Procedure.

(f) Bid Team Organisation

No single individual forming part of the Bid Team may perform any other role (full or part time) in the provision or management of Deliverables to the Buyer (as part of the Operational Team or otherwise). For the avoidance of doubt, this paragraph shall not prevent individuals within the Supplier's organisation from participating in more than one bid to the Buyer at any one time.

(g) Changes to the Bid Team

Within 7 days of receipt of the invitation to participate in the relevant Further Competition Procedure(s) the Supplier shall provide the Buyer with a list of those individuals forming the Bid Team. In accordance with the generality of the principles contained in this Probity Policy, if in exceptional circumstances the Supplier intends to make any changes to the membership of the Bid Team, it shall promptly seek the prior consent of the Buyer (such consent not to be unreasonably withheld or delayed).

(h) Compliance with the Policy

The Supplier's Compliance Officer shall be responsible for the Supplier's compliance with this Probity Policy. The Supplier's Compliance Officer shall discuss any difficulty in complying with this Probity Policy with the Compliance Officer. Each Supplier must ensure that all individuals in the Wider Bidder Organisation engaged at any time in the provision or

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management of Deliverables to or for the Buyer under a Call-Off Contract (including the members of the Account Management Team, the Bid Team and the Operational Team) are appropriately briefed regarding this Probity Policy and agree to adhere strictly to this Probity Policy.

4 Potential or Actual Breach

- 4.1 The Operational Team and/or the Bid Team (as applicable) shall (through the Compliance Officer) notify the Buyer immediately on becoming aware of or suspecting a breach of this Probity Policy. The Buyer will then assess the potential impact of the breach and agree with the Supplier subsequent actions (such as a joint review or other step that the Buyer deems necessary) to be taken by the Supplier and/or the Buyer to mitigate the breach.
- 4.2 Where a breach of this Probity Policy has occurred the Supplier hereby acknowledges and agrees that the Buyer may take such actions as it deems necessary, which may include, subject to any other existing rights that the Buyer may have under the Further Competition Procedure and at the discretion of the Buyer, the disqualification of the Supplier from the Further Competition Procedure.
- 4.3 In addition, the Supplier acknowledges that any breach of this Probity Policy by the Operational Team and/or Bid Team may result in legal proceedings being commenced against the Supplier including a claim for the recovery of any losses or damages incurred by the Buyer as a direct consequence of that breach.

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Annex 1

PROBITY POLICY AGREEMENT

Address
[XXXXXXX
XXXXXX
XXXX
XX]

Dear, [Supplier Name]

Ref:

[Buyer Name] (the "**Buyer**") is currently planning and undertaking a Further Competition Procedure under the **[reference the Framework] ("Contract")**. You may wish to participate in the further procurement process.

You will appreciate that a key issue in any procurement strategy is to ensure that it is conducted with due probity, in particular it is imperative that any Supplier who is already engaged in providing services to the Buyer is structured such that it does not undermine the ability of the Buyer to hold a fair competition. It is important that there is a transparency in the engagement process, and suitable counter measures in place, to ensure that the procurement provides each supplier under the Contract with an equality of treatment and opportunity.

As a supplier under the Contract, these principles and safeguards are applicable to how we regulate the participation of your company in Further Competition Procedures and are enshrined in the Probity Policy set out in Call-Off Schedule [24] (Probity) to the Call-Off Contract.

Please arrange for a suitably authorised representative of your organisation to countersign the enclosed copy of this letter to confirm your company's acceptance of the terms of the Probity Policy and that you will comply with its terms and shall procure that Subcontractors where applicable comply with the terms.

Please keep one copy of this document for your records and return one copy to the Buyer at the above address.

Yours sincerely,

Framework Ref: RM6221

Project Version: V1

Model Version: V1.0

Call-Off Schedule 24 (Health Probity)

Call-Off Ref: C49421 PD – UEC Interoperability & Data

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[Buyer Name]

For and on behalf of **[Supplier Name]**, I confirm our acceptance of the terms of the letter and the Probity Policy.

Countersigned by:

Name:

Position:

Telephone:

Date: