

Order Form under Framework no. F10749 - Portsmouth Hospitals NHS Trust

NHS FRAMEWORK AGREEMENT FOR THE PROVISION OF SERVICES FOR BACK OFFICE FUNCTIONS

Framework Agreement Commencement Date 01/02/2018

From

Authority	Public Health England (919)		
Service Address	PHE Porton, Porton Down, Salisbury, Wiltshire, SP4 0JG		
Invoice Address	PHE Porton, Porton Down, Salisbury, Wiltshire, SP4 0JG		
Contact details	██████████ ██████████	Phone:	e-mail: ██████████ ██
Contract Manager	██		
Name and address for notices	██████████ ██		
Contract Order Reference	NHS SBS Ref: 2019.PAY.919.01 SoEPS order ref: F10749/SBS38		
Order Date	1st September 2019		

To

Supplier	NHS Shared Business Services Limited
Address	Phoenix House, Topcliffe Lane, Tingley, Wakefield WF3 1WE
E-mail	██
Contract Manager	██
Name and address for notices	██████████ NHS Shared Business Services Limited, Commercial Office, Phoenix House, Topcliffe Lane, Tingley, Wakefield WF3 1WE; ██

1 Services Requirements

Services Commencement Date and Term

1.1 Services Commencement Date: 1st September 2019

- 1.1.1 This Contract shall commence on the Services Commencement Date and the Term of this Contract shall expire 1 year and 7 months from the Services Commencement Date ("Initial Term"), with an option for the Authority to extend the Initial Term by up to 8 years and 5 months by giving the Supplier written notice no less than three (3) months prior to the date on which this Contract would have otherwise expired, provided that the duration of this Contract shall be no longer than [10] years in total.

1.2 Scope of Services (details of the LOTs and summary of services in scope for each LOT)

1.2.1 Lot 1 Financial Services

Not used

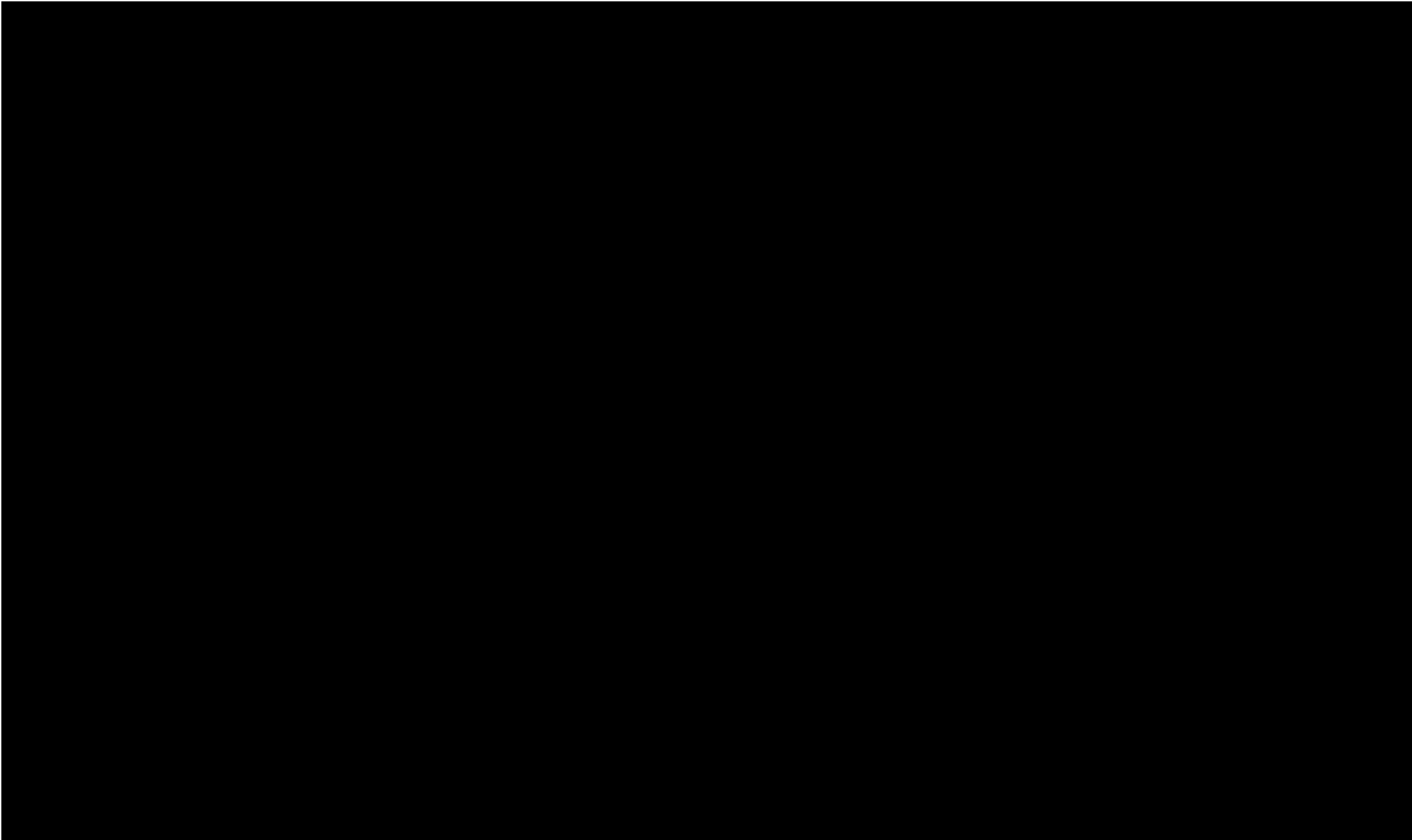
1.2.2 Lot 2 Procurement Services

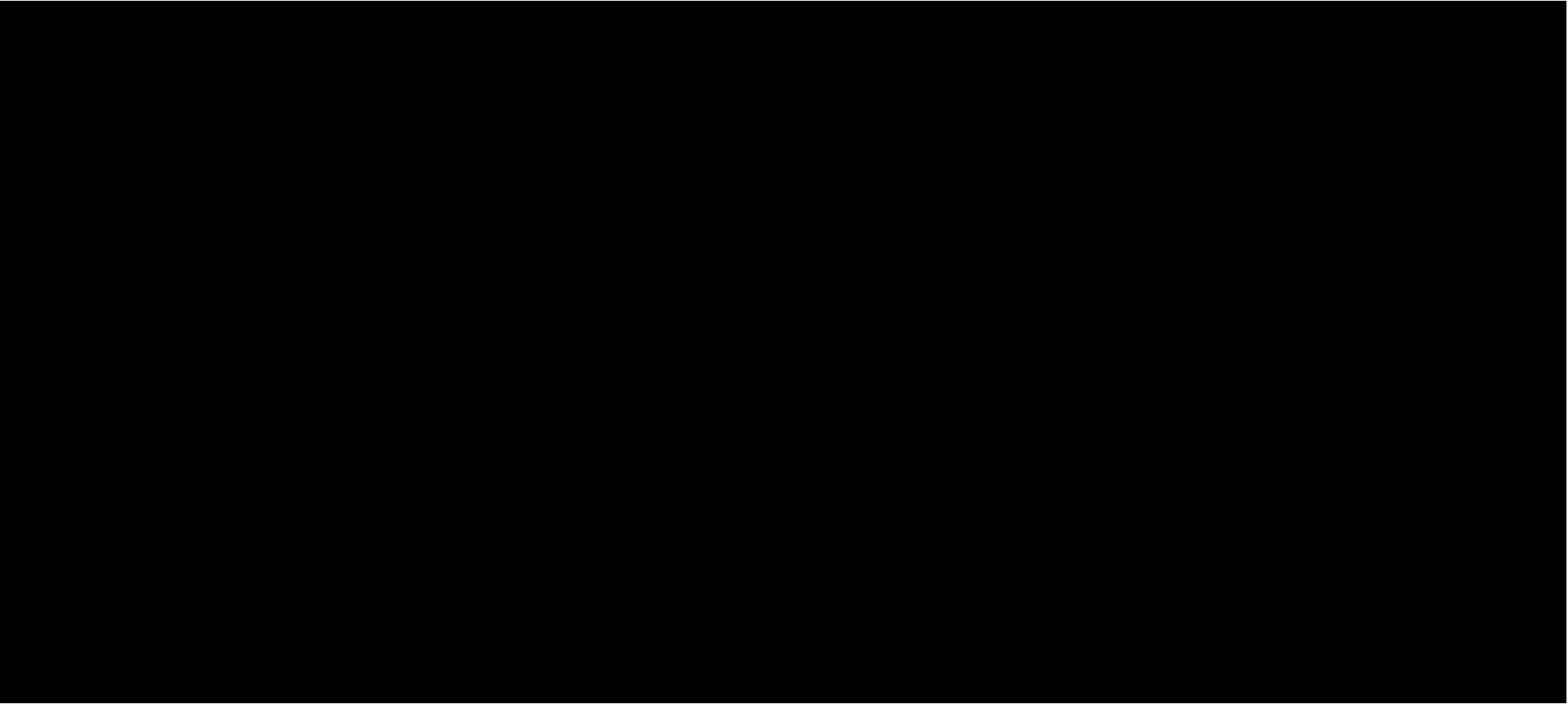
Not used

1.2.3 Lot 3a Employment Services – Payroll

Services	Applicable / Non Applicable
Payroll	Applicable
Business Expenses Reimbursement	Applicable
Pensions Record Administration	Applicable
HR Administration (Starters, Leavers and Changes)	Non Applicable
EPay Service – Salary	Applicable
EPay Service – Expenses	Applicable
EPay Service – Absence	Non Applicable
EPay Service – HR	Non Applicable

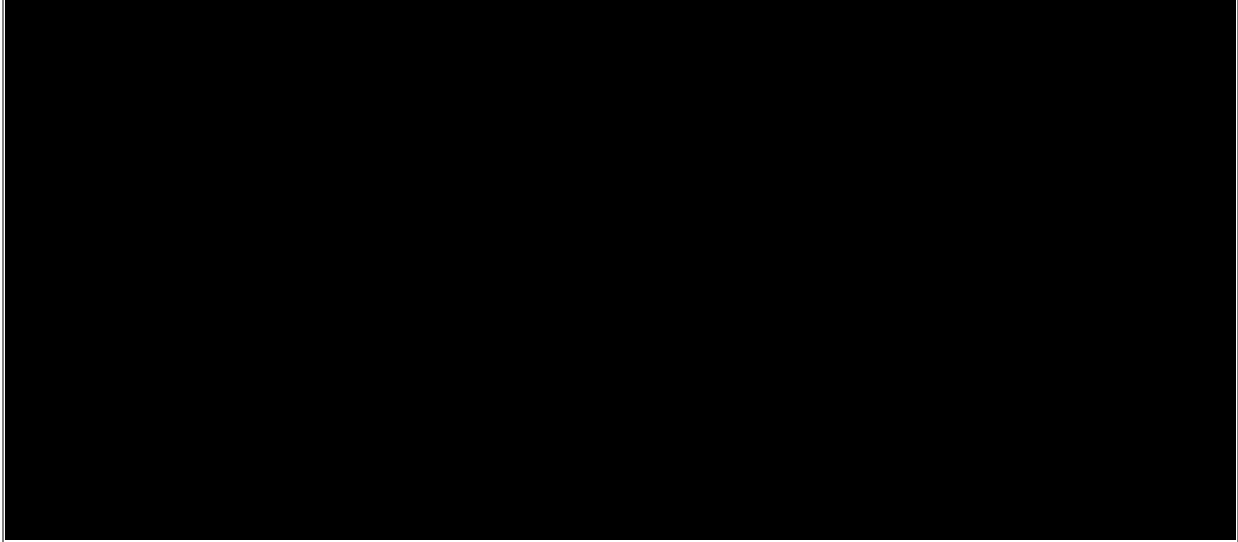
1.2.4	<p>Lot 3b Employment Services – Recruitment</p> <p>Not used</p>
1.3	<p>Services required and specifications</p> <p>The Contract Price shall be payable in respect of all Services shown as ‘Applicable’ in Section 1.2 of this Order Form.</p> <p>Detailed specifications are contained in the Appendices to this Order Form:</p> <p>a) Appendix 1 - Employment Services - Payroll</p>
1.4	<p>Sub-contractors approved by the Parties for the provision of the Services</p> <p>Steria (India) Limited, Sopra Steria Limited, VirtualStock Ltd.</p>





1.6 Rate Cards

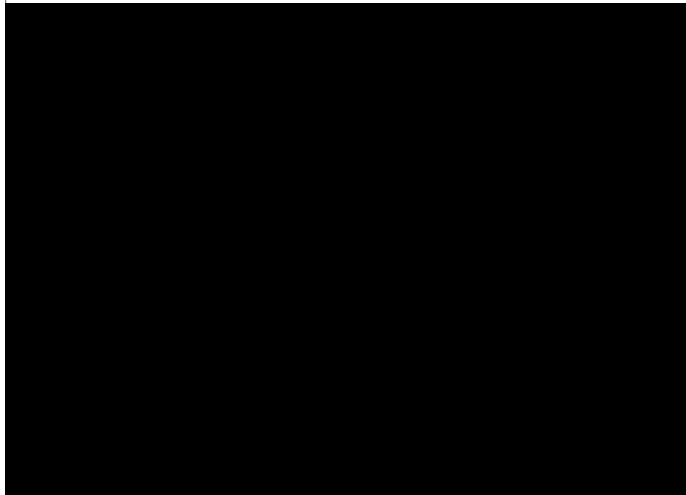
Where the Authority requires the Supplier to carry out work in addition to the Specification the Supplier will use the rate card shown below in Table 1.6.1, unless otherwise stated, to calculate the price of any such works. The day rates do not include expenses which will be charged in accordance with Supplier's expenses policy.



1.7 Price and Payment and charging mechanism

1.7.1 The annual Contract Price for this Contract is:

Table 1.7.1 Annual Contract Price Following the Services Commencement Date

A large black rectangular box redacting the content of the table, covering the majority of the table area.

Total	£422,262	£422,262
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- 1.7.2 The Contract Price shall be charged, in 12 equal monthly instalments, in advance, on or about the first Business Day of each calendar month, from the Services Commencement Date.
- 1.7.3 The implementation charge contained within Table 1.7.1 above shall be charged in equal monthly instalments over the duration of the implementation period detailed in Appendix 4 of this Order Form unless otherwise agreed.
- 1.7.4 The Authority agrees the Supplier shall establish a direct debit on the 15th of each month to make payments due in respect of the Contract Price from the Authority's GBS account. The Authority agrees to sign a direct debit mandate issued by the Supplier.
- 1.7.5 Lot 1 Automation Targets
Not used
- 1.7.6 Lot 2 Automation Targets
Not used
- 1.7.7 Lot 3a Automation Targets

The Contract Price in Table 1.7.1 for the LOT 3a Payroll Services is based on the Authority achieving full automation. The Payroll Services shall be deemed to be fully automated where the following criteria are met;

i) 90% or above of all expenses claims are submitted and processed via an e-expenses solution and interfaced directly into ESR requiring no manual intervention by the Supplier;

ii) 90% or above of all salary claims are submitted and processed via e-rostering, or an alternative solution if agreed with the Supplier, and interfaced directly into ESR requiring no manual intervention by the Supplier;

1.7.7.1 In the event that the Authority does not achieve one or more of the criteria described in Paragraph 1.7.7 above, the Supplier reserves the right to charge the Authority for the additional manual processing costs it incurs in order to provide the Services in accordance with the specifications (the "Payroll Manual Processing Charges"). A Payroll Manual Processing Charge shall apply each month for each of the criteria until such point that each criteria has been achieved by the Authority.

1.7.7.2 [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

- 1.7.8 Lot 3b Automation Targets
Not used

1.8 Contract Price Variation

1.8.1 Volume Variation Charge

- (i) On or immediately following April 1st of each contract year, the Supplier shall calculate the actual volume produced by the Authority for each element detailed in Section 1.5 of this Order Form during the previous financial year. Should the actual volume be greater or lesser than the baseline business volume, by an amount more than the business volumes tolerance then the Supplier charge or credit the Authority in respect of the volume variation ("Volume Variance Charge") and such Volume Variance Charge shall be factored into the Authority's direct debit payment.. The value of the Volume Variance Charge shall be calculated as follows

Where volume variance is greater than the Upper Volume Tolerance then:

$$(ABV - (BBV \times (1 + UVT))) \times UPPT$$

- (ii) Where volume variance is less than the Lower Volume Tolerance for an element within a Lot then the Volume Variance Charge will be capped at a maximum credit of 25% of the annual Contract Price for that Lot in any one year, and is calculated as follows:

$$(((BBV \times (1 - LVT)) - ABV)) \times LPPT$$

Where:

ABV= Actual Business Volume

BBV= Baseline Business Volume (column C in Table 1.5.1)

LVT = Lower Volume Tolerance (column D in Table 1.5.1)

UVT = Upper Volume Tolerance (column E in Table 1.5.1)

LPPT = Price Per Transaction (below tolerance) (column F in Table 1.5.1)

UPPT = Price Per Transaction (above tolerance) (column G in Table 1.5.1)

- (iii) The annual Contract Price for the subsequent year shall be increased by indexation in accordance with paragraph 1.8.3 below. For the avoidance of doubt, aside from the indexation increase the annual Contract Price and the baseline business volumes shall remain unchanged for the Initial Term of the Contract unless amended in accordance with the Business Event clause 1.8.2

1.8.2 Business Event

- (i) The Authority shall notify the Supplier in advance, giving at least 3 months' written notice, of any planned increase to Baseline Business Volumes as a result of an NHS reorganisation and/or any other change that would result in a volume increase in excess 20%. This will be designated as a Business Event. ("Business Event")

- (ii) Where there is a Business Event the impact of the Business Event will be calculated by the Supplier and agreed with the Authority via the Change Control Process.
- (iii) Should the Baseline Business Volumes increase by an amount considered to be a Business Event without prior notification then the Supplier shall be entitled to adjust the Contract Price on a prorated basis with immediate effect (i.e. 50% increase in volumes above the Baseline Business Volumes will result in a 50% increase in the Contract Price).

1.8.3 Indexation

The Supplier may increase the Contract Price in Table 1.7.1, the price per unit in Table 1.5.1 and the Rate Card in Table 1.6.1 contained within this Contract annually by an amount equal to the rate of increase of the Consumer Prices Index over the preceding 12 months.

1.8.4 Treatment of First Year

In the first financial year, if the duration of the period between the Services Commencement Date and the following 31 March is less than twelve months, the Contract Price variation described above shall be applied on a pro-rata basis.

1.8.5 Charging For Additional Works

- (i) Where the Authority requires the Supplier to carry out work in addition to the Specification the Supplier will use the rate card in Table 1.6.1 to calculate the price of any such works. The day rates do not include expenses which will be charged in accordance with Supplier's expenses policy.
- (ii) Third party suppliers' costs in connection with the Employment Services shall be charged in addition to the Employment Service Contract Price at cost plus ten percent. For avoidance of doubt this shall include postage charges for payslips and/or courier charges incurred for delivery of payslips and/or any other costs related to the distribution of payslips
- (iii) Where employees of the Authority request additional copies of payslips, p60's and Statements of Earnings (SOE), either through the Employee Service Desk (ESD) via telephone or via the online self-service portal, a handling charge shall apply in accordance with the rates set out in Table 1.8.1 below (the "Copies Charges"). The Supplier may reject any such requests where ESS (employee self service) is available or if the request related to a leaver. For the avoidance of doubt, the Copies Charges shall apply if ESS is available and the Supplier completes any such request. The Supplier may provide a full list of any such requests upon request from the Authority

Table 1.8.1 Copies Charges

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1.8.6	Exclusions
	The following items are excluded from the annual Contract Price:
(i)	LOT 1
(a)	Oracle Software Licence and Support Charges will be added at cost plus 5% where the Authority is located outside of England;
(b)	A Hyperian system
(ii)	LOT 2
	Not used
(iii)	LOT 3a
	Not used
(iv)	LOT 3b
	Not used
(v)	LOT 4
	Not used
1.9	Signing on Fee Assistance
	Not used

2	Additional requirements
2.1	Variations to Call-Off Terms and Conditions Schedule 1:
2.1.1	The following shall be added to clause 7 Application of TUPE at the commencement of the provision of Services:
	<i>“7.3 In the event that clause 7.2 applies, notwithstanding anything provided in such clause in particular in clause 7.2.4, the Authority shall indemnify and keep indemnified the Supplier (and shall pay to the Supplier such sum as would, if paid to any Sub-contractor, indemnify and keep indemnified any such Sub-contractor) against any and all liabilities set out in clause 7.2.4 including but not limited to; all additional costs above those allowed for by the Supplier or Sub-contractor in its bid or proposal, and or any and all costs relating to their termination incurred by the Supplier or the relevant Sub-contractor, of which such costs may include but shall not</i>

be limited to: payments in lieu of notice, outplacement support, legal, HR, redundancy, contractual enhancements and pensions; including (but not limited to) any liability arising out of or in connection with the termination by the Supplier or relevant Sub-contractor (as applicable) of the person's employment and any failure to inform and consult pursuant to regulation 13 of TUPE. Clause 7.2.4 of the Framework Agreement shall be amended accordingly."

"7.4 The parties shall comply with their consultation obligations in relation to the transfer of the Transferring Employees pursuant to TUPE and each agree to use all reasonable endeavours to communicate with the Transferring Employees about such transfer and such redundancy at the same time and as far as possible prior to the Relevant Transfer Date."

2.1.2 The following shall be added as clause **8 Supplier as Data Processor**:

8 "Supplier as Data Processor is applicable to the Contract

8.1 *The Parties acknowledge that the Authority is the Controller and the Supplier is the Processor in respect of Personal Data processed under this Contract and the provisions of the Data Protection Protocol along with terms of 'Appendix 5 - Data Processing Agreement' must be complied with by the Parties as a term of this Contract.*

2.2 Variations to Call-Off Terms and Conditions Schedule 2

2.2.1 Clause 1.11 shall be amended to:

"1.11 The Supplier shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Authority. To qualify for such relief, the Supplier must notify the Authority in writing within five (5) Business Days of becoming aware of the occurrence of such act, omission, or default of the Authority together with the potential impact on the Supplier's obligations"

2.2.2 The following shall replace clause 8.3.5

"8.3.5 Should the Authority require the Supplier to provide any additional information relating to the performance of the Services beyond that which is already provided for under this Contract, then the Minor Works Order Process as detailed in clause 2.6 of this Order Form shall apply.

2.2.3 The following shall replace clause 8.5

"8.5 The Supplier shall provide such management information as the Authority may reasonably request from time to time. The Supplier shall supply the management information to the Authority in such form and within a timescale agreed with the Authority and, where requested to do so, the Supplier shall also provide such management information to another Contracting Authority, whose role it is to: (a) 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); or (b) manage the Framework Agreement with

the Supplier (**"Third Party Body"**). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with management information relating to the Services purchased, any payments made under this Contract, and any other information relevant to the operation of this Contract.

2.2.4 The following shall replace clause 13.2

"13.2 Subject to Clauses 12.2 and 13.1 of this Schedule 2 of these Call-off Terms and Conditions, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not, in any year of the Contract, exceed 100% of the Contract Price specific for that year of Contract Term. This shall also apply to Schedule 3 clause 2.6."

2.2.5 The following shall replace clause 13.3

"13.3 Neither Party shall be liable to the other whether in contract (including under any indemnity or warranty), in tort (including negligence), under statute or otherwise for any of the following, howsoever arising:

- (a) Loss of profit;*
- (b) Loss of revenue;*
- (c) Loss of anticipated savings;*
- (d) Loss of contract or opportunity;*
- (e) Loss of goodwill; or*

(f) Indirect or consequential loss of whatever nature. Nothing in sub-clause 13.3 shall prevent the Supplier from recovering the profit element of the Contract Price which are or would have been payable under this Order Form should the Contract be terminated in advance of the Contract expiry date for the Services."

2.2.6 The following shall replace clause 13.5

"13.5 Not used"

2.2.7 Clause 16.2.2 shall be replaced by:

"16.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including without limitation relating to patients or other service users, and all other items provided on loan or otherwise to the Supplier by the Authority shall be delivered by the Supplier to the Authority provided that the Supplier shall be entitled to keep copies to the extent that: (a) the content does not relate solely to the Services; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and"

2.2.8 Clause 16.2.3 to be added as per below:

“16.2.3 any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.”

2.2.9 Clause 17.1 shall be replaced by:

“17.1 Upon the day which is no greater than three (3) months before the expiry of this Contract or as soon as the Supplier is aware of the proposed termination of the Contract, the Supplier shall, within twenty eight (28) days of receiving a written request from the Authority and to the extent permitted by law, shall provide anonymised summary information relating to Supplier Personnel.”

2.2.10 Clause 17.5.3 shall be replaced by

“17.5.3 Not Used”

2.2.11 Clause 17.5.4 shall be replaced by

“17.5.4 Not Used”

2.2.12 Clause 17.5.5 shall be replaced by

“17.5.5 Not Used”

2.2.13 Clause 21.2 shall be replaced by:

“21.2 Subject to Clause 21.3 of this Schedule 2, any change to the Services or other variation to this Contract shall only be binding once it has been agreed either: (a) in accordance with the Change Control Process if the Key Provisions specify that changes are subject to a formal change control process; or (b) if the Key Provisions make no such reference, in writing and signed by an authorised representative of both Parties”

2.2.14 Clause 21.3 to be added as per below:

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

2.2.15 Clause 24.3 shall be replaced by

“24.3 Where the Authority suspects fraudulent activity, the Supplier shall comply with all reasonable written requests made by the Authority’s representative for entry to the premises and/or the premises of any Sub-contractor for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services, and for information relating to the provision of the Services. Further the Supplier shall provide reasonable cooperation to the Authority, its representatives and any regulatory body in relation to any agreed audit.”

2.2.16 Clause 24.4 shall be replaced by

"24.4 Not used"

2.2.17 Clause 24.5 shall be replaced by

"24.5 Not used"

2.2.18 Clause 24.7 shall be replaced by

"24.7 Not used"

2.2.19 Clause 24.8 shall be replaced by

" 24.8 The Supplier shall issue an assurance statement of its internal controls annually within 30 days of 1st April each year during the Contract, containing such assurances as the Authority shall reasonably require to enable it to complete its own annual accounts and statement of internal control."

2.3 Variations to Call off Terms and Conditions Schedule 3

2.3.1 Clause 2.1 shall be replaced by:

"2.1 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations"

2.3.2 Clause 2.2.4 shall be replaced by:

"2.2.4 not cause or allow such Personal Data to be transferred outside the European Economic Area without the prior consent of the Authority provided that this shall not prohibit the Supplier from transferring Personal Data to any of the approved Sub-contractors including in India. The Supplier confirms that the approved Sub-contractors have entered into agreements which incorporate the standard contractual clauses adopted by European Commission Decision 2010/87/EU as amended or replaced from time to time."

2.4 Variations to Call off Terms and Conditions Schedule 4

2.4.1 The following shall be added to 1.1 Definitions

*""**Controller**"" shall have the same meaning as set out in the GDPR";*

*""**Data Protection Protocol**"" means any document of that name as provided to the Supplier by the Authority (as amended from time to time in accordance with its terms), which shall include, without limitation, any such document appended to Schedule 3*

(Information and Data Provisions) of this Contract and also Appendix 5 - Data Processing Agreement to this Order Form”;

““Policies” means the policies, rules and procedures of the Authority as notified to the Supplier at the time of entering into the agreement”;

““Processor” 1.13 shall have the same meaning as set out in the GDPR”;

““GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679)”;

““Good Industry Practice” means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Contract, including any codes of practice published by relevant trade associations, that have been notified to the Supplier by the Authority at the time of entering into the agreement”;

““Guidance” means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that they have been notified to the Supplier by the Authority at the time of entering into the agreement”;

““Relevant Transfer Date” means the date of any relevant transfer under TUPE”;

““Transferring Employee” means any employee who immediately prior to the Relevant Transfer Date, is wholly or mainly assigned to the Services to be provided to the Authority under this Contract or part thereof or services the same as or substantially equivalent to such Services or part thereof (other than any such employee who opts not to transfer under regulation 4(7) of TUPE)”;

2.4.2 The following shall replace the definition of “Data Protection Legislation” in 1.1 Definitions

““Data Protection Legislation” means (i) the Data Protection Act 1998 or, from the date it comes into force, the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Law as amended from time to time; and (iii) all applicable Law about the processing of personal data and privacy”;

2.4.3 The following shall replace the definition of “Personal Data” in 1.1 Definitions

““Personal Data” shall have the same meaning as set out in the GDPR”;

2.4.4 The following shall replace the definition of “Process” in 1.1 Definitions

““Process” shall have the same meaning as set out in the GDPR. Processing and Processed shall be construed accordingly”;

2.4.5 The following shall replace the definition of “Third Party Body” in 1.1 Definitions

““Third Party Body” another Contracting Authority, whose role it is to: (a) 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); or (b) manage the Framework Agreement with the Supplier”

2.5 Change Control Process

- 2.5.1 Subject to the provisions of this Clause 2.5, either Party may request a change to this Services Contract, including a change to the Services.
- 2.5.2 The Authority may request a change or shall respond to the Supplier's request for a change by giving the Supplier sufficient information for the Supplier to assess the extent of the change, any additional cost that may be incurred or savings that may be made and the time frame by which the change is to be implemented.
- 2.5.3 The Supplier shall respond with a Change Control Notice ("Change Control Notice") . The Change Control Notice shall set out, as a minimum:
- (i) The title of the change;
 - (ii) The originator and date of request by the Authority;
 - (iii) Any resulting proposed change to the Contract Price;
 - (iv) The Supplier's opinion of any amendments required to this Contract (including to the Services, the Specifications and/or the KPIs) as a result of the change;
 - (v) Where relevant, details of the likely timetable for implementation of the change;
 - (vi) Where relevant, any alternative methods for implementing the change.
- 2.5.4 The parties shall, acting in good faith, discuss the contents of the Change Control Notice with a view to trying to reach agreement on the consequences of the change. The Supplier shall provide such further information as is reasonably required by the Authority to consider the contents of the Change Control Notice.
- 2.5.5 In the event that the Supplier is unable to provide the change to the Services or where the Parties are unable to agree either the change to the Contract Price, or the amendments to the Contract and/or the Specifications and/or the KPIs as a result of the change:
- (i) The Authority may agree to withdraw the change, in which case both parties shall continue to perform their obligations under the Contract without the change; or
 - (ii) If the Authority so elects, the Parties shall refer the matter to mediation under Clause 22 of Schedule 2 of the Call-off Terms and Conditions;
- 2.5.6 If the Parties agree the change and any relevant changes to the Contract Price, or amendments to the Contract and/or the Specifications and/or the KPIs as a result of the change, the agreed position shall be recorded in writing, and the Supplier shall carry out such change and be bound by the

same provisions so far as is applicable, as though such change was stated in this service contract.

2.6 Minor Works Order process

- 2.6.1 The Supplier shall establish simple procedures for ordering minor and ad-hoc work, which procedure shall involve the exchange of simple Minor Works Order (“MWO”) forms (or similar) between nominated authorities of both Parties.
- 2.6.2 MWO forms shall contain specifications of the work requested together with the user’s identity and the relevant timescales.
- 2.6.3 MWO forms shall contain resource and elapsed time estimates and, as appropriate, methods, dependencies, conditions and any other pertinent information.
- 2.6.4 A MWO will include the following details:
- (i) Section 1: MWO Title, date raised, management summary (a short, concise description of the requirement and the work required to satisfy it);
 - (ii) Section 2: Contact details (both the Authority and Supplier details);
 - (iii) Section 3: Billing details (including start, end date, total effort, total charge, billing type, billing schedule);
 - (iv) Section 4: Full explanation of works required (including requirements summary, scope & exclusions, roles & responsibilities, Supplier deliverables, service level variations, dependencies, dates & milestones, acceptance criteria, key assumptions, hardware, software and 3rd party requirements, risks & issues, specific terms & conditions, cancellation terms & charges, commercial arrangements – estimated effort & charges by role, commercial arrangements – overtime, commercial arrangements – standby & call-out (If the project necessitates standby and/or call-out cover for which a premium will be added then state the trigger for such cover, the estimated effort and the premium that will be applied);
 - (v) Section 5: Works Order Acceptance and Approval.

3 Performance of the services and deliverables

3.1 Key Personnel involved in the Services

Guidance: list of Key Personnel or if no Key Personnel state "none"

3.2 Implementation (see Appendix 4 of this Order Form for Implementation Plan for Services in scope)

3.2.1 The number of training delivery days included as part of the LOT1 Services implementation is a maximum of 0 days. Any additional training days required will be charged separately.

3.2.2 The following exclusions apply to the scope of the LOT1 Services implementation.
The Financial Services Implementation excludes the following:

- i) Fixed Assets module;
- ii) Additional training packages;
- iii) Best practice packages;
- iv) Processing of legacy Accounts Receivable transactions (all open Accounts Receivable transactions in the ledger as at the commencement date). Accounts receivable legacy transactions will be charged at a rate of £7.50 per transaction;
- v) Processing of legacy Accounts Payable transactions (all open Accounts Payable transactions dated before the commencement date). Accounts payable legacy transactions will be charged at a rate of £6.00 per transaction;
- vi) Non-standard interfaces including non ESR, Supply Chain, pharmacy (JAC or Ascribe);
- vii) Development of feeds to data warehouses or 3rd party reporting tools;
- viii) Charitable funds (except where accounted for in the primary set of books and through the exchequer bank accounts);
- ix) Local IT configuration and any third party costs;
- x) Training administration for the implementation training;
- x) Provision of a project manager, process leads or other staff for the Authority's team.

3.2.3 In the event an Authority takes the Supplier's epay automation tools as part of the LOT3a Services, then a standard 4 days train the trainer per implementation shall be provided as part of the implementation charge. Any additional training days required will be charged separately.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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■	■	■	■	■

■

■

4 Location(s) at which the Services are to be provided:

Not Applicable

5 Quality Standards relevant to the Services

Business Management System complies with BS-EN-ISO-9001

Service Management aligned to ITIL 2011

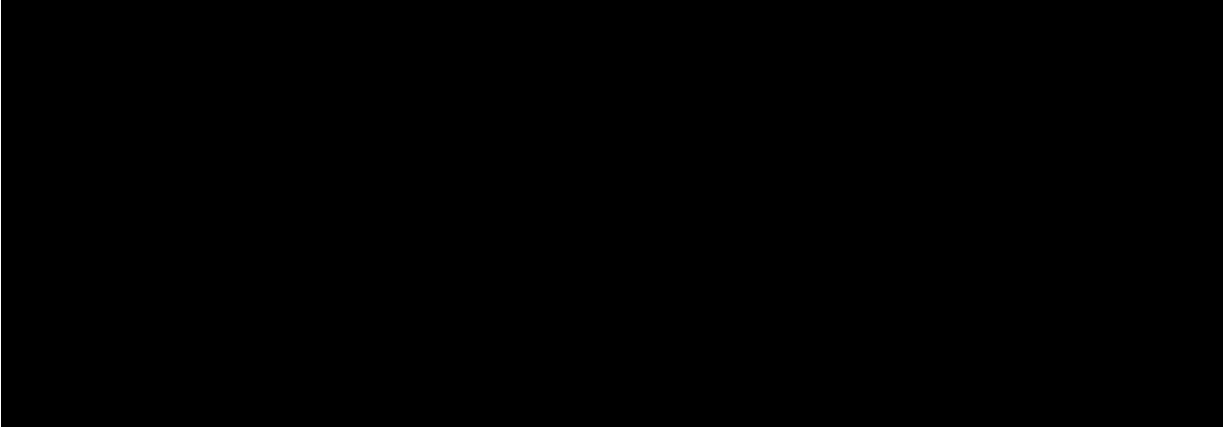
Projects Managed in accordance with Prince2

6 Confidential Information that would require both Parties written consent in order to share with any Contracting Authorities or Third Party Bodies.

- 6.1 Any information, data and/or material of any nature which either Party may receive or obtain in connection with the operation of the Services and or the Contract:
- (a) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the GDPR) or which relates to any patient or his or her treatment or medical history; or
 - (b) the release of which is likely to prejudice the commercial interests of the other Party or the interests of a patient respectively; or
 - (c) which is a trade secret;

By signing and returning this Order Form the Authority agrees to enter a legally binding contract with the Supplier to provide the Services as specified in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions as set out in the Framework Agreement entered into by the Supplier and Portsmouth Hospitals NHS Trust

For and on behalf of the Supplier: NHS Shared Business Services Limited



For and on behalf of the Authority: Public Health England



Order Form Appendix

Services Specifications

In accordance with the scope of Services selected in paragraph 1.2 of this Order Form the Services Specification for the following Services shall be added:

Appendix 1 - Employment Services - Payroll

Order Form Appendix

Appendix 5 - Data Processing Agreement GDPR Annex