

**National Framework Agreement for the Provision of Digital Enablement and Transformation Solutions**

**Project Reference: F/050/DTS/21/MH**

**SCHEDULE A**

**FRAMEWORK AGREEMENT SPECIFICATION**

**SCHEDULE A. FRAMEWORK AGREEMENT SPECIFICATION****1. Aims and Objectives of the Framework**

The Countess of Chester Hospital NHS Foundation Trust's Commercial Procurement Service wishes to establish a Framework to enable and support digital transformation within the NHS and wider public sector. The purpose of this Framework is to enable a provider to supply both agile technology solutions and also harness and deliver scalable solutions developed at a local level, under a Managed Service.

Call-off contracts awarded under this Framework will be bespoke to client requirements and therefore may range in size and scope from a fully managed service, or could be limited to bespoke projects and support.

This Framework seeks to put in place a Supplier of managed services technology provision (including hardware and software as appropriate), and technical expertise provided to enable Clients to deliver exceptional service through the use of world-class digital technology. The successful Supplier will be a provider of technology and informatics services, who will support Client organisations in delivering the Five Year Forward View (FYFV) technology vision, UK Policing Digital Strategy, NHS Digital Transformation, National Digital First and other Public Sector digital transformation projects.

**2. Core Service Outcomes**

The Supplier must therefore be able to supply (or subcontract) the delivery of all services in order to achieve the following, but not limited to, desired outcomes for Clients:

- 1. Technology related managed services:** To provide Clients with a single point of access to supply technology-related managed services in order to streamline related pathways, supply chain and support services. This will include the provision of new solutions and support and/or the management of existing solutions.
- 2. Technological reform:** To provide Clients with the delivery of system-wide technological reform, offering solutions that can be accessible by patients, clinicians, practitioners, temporary and permanent workforce.
- 3. Digital Roadmap:** To support and guide Clients in their digital roadmap to ensure system interoperability and paperless environments through the implementation of coordinated plans and overall management of the supply chain in order to meet required outcomes (note: this may drive additional requirements to take on and provide the overarching management of existing IT contracts and Service Level Agreements (SLA's), to ensure the overall authority digital objectives are met). This will include the provision of bidirectional standards-based interoperability, and solutions to deliver a paperless environment.
- 4. Digital Roadmap Consultancy:** To provide Clients with consultancy on organisational or Health system-wide digital roadmaps and associated project plans. This will include the provision of strategic consultancy for Clients in order to achieve digital objectives.
- 5. Business case writing:** To provide Clients with business case writing submissions and support in order to secure organisational or central funding.

6. **Agile cloud-based solutions:** To provide agile cloud-based solutions which can work both laterally and bilaterally with incumbent systems. This will include the provision of bespoke agile cloud-based solutions to streamline pathways, staff efficiency and working practice.
7. **In-house technology and innovation:** To provide Clients with support and delivery of in-house technology and innovations. This will include the provision of support to enable the development and support of in-house solutions.
8. **Client and Staff experience:** To offer solutions that will revolutionise the client and staff experience across the enterprise, as well as improving the quality and safety of services. This will include the promotion, sharing and delivery of in-house solutions.
9. **Whole systems intelligence:** To be able to provide whole systems intelligence to support population health management and effective commissioning, clinical surveillance and research.
10. **Real-time analytics:** To offer solutions that give real-time analytics and support clinical decisions at the point of care.
11. **Training and Support:** To provide training and support to ensure Clients have a digitally skilled workforce and culture.
12. **Innovation Partners:** To work with Academia, Academic Health Science Network's and other innovation sources to deliver new and innovative solutions across public sector organisations and for the benefit of the UK population.
13. **Artificial Intelligence:** To provide bespoke Artificial Intelligence and Machine Learning.
14. **Software design:** To provide bespoke software design and development.
15. **Digital Enablement Programmes:** To engage with, and provide solutions which are interoperable with any national solution provided by the National Digital Enablement Programme and other similar programmes within the UK Public Sector.

### 3. General Requirements

The Supplier will be expected to provide appropriate general contract management and support services to facilitate the delivery of digital enablement services to clients. The level and details of these general requirements will be agreed between the Supplier and the Participating Authority for each individual Call Off Contract. All requirements will be appropriate to the scope and scale of the individual Call Off Contract.

The solutions provided by the Bidder must be able to meet potential customer requirements in the following areas as a minimum:

- Project plan and methodology
- Contract management plan and support structure
- Suitably qualified and experienced Staff and Resource
- Management and Information Reporting
- Change management systems and processes
- Management of third party suppliers
- Invoicing services
- Communications management
- Complaints procedure
- Continuity of Service

- Disaster recovery

The above list is not exhaustive. Call-off contracts awarded under this Framework may include any of the above services, plus any additional related general contract management and support services required to facilitate the delivery of digital enablement services to the Client.

#### **4. Supplier Accreditations and Standards**

The following sections contain a list of legislation, regulations, standards and accreditations that are applicable to the Framework Agreement. This is not exhaustive, and Suppliers are expected to comply with all legislation, regulations, standards and accreditations that apply to the services they offer to clients.

Legislation, regulations, standards and accreditations change from time to time; suppliers are expected to continue to be compliant with all relevant legislation, regulations, standards and accreditations throughout the term of the Framework Agreement, and any contracts called off under the Framework Agreement.

The individual standards and certifications required will vary depending on the scope of each project. The specific requirements will be agreed upon during the contract award process for each Call-off Contract. The Supplier will be required to meet all statutory requirements relevant to each Call-off Contract, whether or not they are specifically listed within contractual documentation.

The following sections provide an overview of the likely requirements the successful Supplier will be required to have and/or to meet as a minimum.

Where a standard is listed, this includes any amendments to the standard, or any equivalents to the standard that are applicable to Scotland, Wales or Northern Ireland.

Where a standard is required, equivalent standards will be considered, however, the Supplier will be required to demonstrate the equivalence to the Client prior to Call-off Contract award.

##### **4.1. General Standards**

The Supplier must adhere to best practice industry standards to which their service relates at all times.

The Supplier shall ensure that system and software security and data protection is maintained to the level required by the standards set out in the Framework documentation and as agreed with the Client for each Call-off Contract.

Examples of the General Standards which may apply, but not be limited to individual Call-off Contracts are as follows:

- ISO9001: 2015
- Cloud - UK Specific: Cyber Essentials Plus (Cyber Threat Protection), G-Cloud (UK Government Standards)

- Cloud - Internationally: CSA (Cloud Security Alliance), ISO9001, ISO27001, ISO 27017, ISO 27018
- Interoperability- XDS, HL7, FHIR DSTU2, CDA2 Cloud - Tier 3+ hosting
- N3/HSCN connectivity
- NHS Digital IG Compliance and Data Assurance Penetration Testing to ISO27001 standards

Any amendments to the above.

Any equivalents to the above that are applicable to Scotland, Wales or Northern Ireland.

## 4.2. Corporate Governance

Persons employed by or subcontracted by the Supplier may come into contact with sensitive/personal data during the course of a Call-off Contract. The Supplier and the relevant individuals must have completed the relevant checks and have the required governance in place as agreed with the Client.

The Supplier may be required to comply with the following, but not be limited to, for individual Call-off Contracts:

- General Data Protection Regulation 2016/679
- Caldicott Guidelines 1997
- The relevant requirements of the Access to Health Records Act 1990
- Freedom of Information Act 2000
- Access to Medical Reports Act 1988 Confidentiality Code of Practice 1998
- The relevant requirements of the Care Standards Act 2000 Any other relevant statutory requirements
- Personal Data and Data Subjects - in accordance with the GDPR and Law Enforcement Directive
- Not to breach by the Supplier or the Customer of the following additional terms and conditions within this Framework Agreement:
  - Subcontracting
  - Non-Discrimination
  - Conflicts of Interest and Ethical Warranties and Representations
  - Safeguarding against Fraud
  - Official Secrets Act
- Notwithstanding the security provisions within the Call-off Terms of Use, the Supplier recognises that Cyber Security is of paramount importance to the Customer, specifically in respect of:
  - The Supplier's ability to swiftly identify and invoke a robust incident management process in the event of cyber attack, and
  - the Supplier having (or working towards developing) a forensic policy and capability in order to collate and maintain system audit logs suitable for presentation at Court and a forensic readiness capability to investigate information resulting from a cyber attack

Any amendments to the above.

Any equivalents to the above that are applicable to Scotland, Wales or Northern Ireland

### 4.3. General Principles of Public Sector Clients

The Supplier must operate in a way that supports Public Sector Client Organisations responsibilities to their staff, the public, local communities and stakeholders, and in their procurement activities and decisions. These responsibilities include, but are not limited to, maintaining a sustainable, ethical and innovative supply chain that achieves social value through its procurement activities.

These responsibilities are supported by the Public Services (Social Value) Act 2012 and the Cabinet Office Procurement Policy Note PPN 06/20 (ref 7) which requires public sector organisations to achieve social value through procurement activities.

#### 4.3.1. Ethics

The Supplier must ensure that modern-day ethical standards are met by the entire Supply Chain. Each public sector organisation client, or group of organisations, will set out their expected ethical standards. For example, The National Digital Enablement Framework sets out standards which the Police Service expect their Supply Chain to meet.

The Supplier must adhere to all ethical standards best practice required by the public sector organisation to which their service relates.

The Supplier will be required to comply with one or more of the following, for individual Call-off Contracts – this list is not exhaustive:

- General Public Sector:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- NHS - [https://wwwmedia.supplychain.nhs.uk/media/supplier\\_conduct\\_code.pdf](https://wwwmedia.supplychain.nhs.uk/media/supplier_conduct_code.pdf)
- Policing: <https://www.college.police.uk/ethics/code-of-ethics>
  - Accountability - Honesty and integrity
  - Fairness - Authority, respect and courtesy
  - Honesty - Equality and diversity
  - Integrity - Use of force
  - Leadership - Orders and instructions
  - Objectivity - Duties and responsibilities
  - Openness - Confidentiality
  - Respect - Fitness for work
  - Selflessness - Conduct
  - Standards of professional behaviour - Challenging and reporting improper conduct

Any amendments to the above.

Any equivalents to the above that are applicable to Scotland, Wales or Northern Ireland

#### **4.3.2. Environmental**

The Supplier undertakes to adopt and follow a sound environmental management policy so that its activities comply with all applicable environmental legislation and regulations, and that its products or services are procured, produced, packaged, delivered and are capable of being used (and ultimately disposed of) in ways that are appropriate from an environmental protection perspective.

The Supplier warrants that it has obtained ISO 14000/14001 or equivalent (and/or EMAS) certification for its environmental management system and shall comply with and maintain such certification requirements.

The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2002/96/EC and as amended.

#### **4.4. Project Management**

Examples of the Project Management Standards which may apply, but not be limited to individual Call-off Contracts are as follows:

- The Supplier will use PRINCE2 methodology (or equivalent), supplemented where appropriate by the tools and methods of the Supplier's own project management methodologies
- The Supplier must operate a defined and documented project management process
- The Supplier must operate a defined and documented quality management system
- The Supplier will work closely with the Client and integrate in an adaptive and responsive way with the Client's management teams
- The Supplier will effectively communicate with and manage the supply chain to deliver the services for and with Clients
- Projects will be delivered in accordance with defined programmes of work to be agreed with each Client for each contract called off from the Framework Agreement
- The Supplier will ensure that the Services are delivered with minimum disruption to the day-to-day operations of the Client Organisation
- The Supplier must ensure that the Services do not negatively impact the Client's operations, for example on patient care
- The Supplier will effectively performance manage any subcontractors (and their supply chains) in performing the Services
- The Supplier will effectively manage its costs and budgets to prevent cost over-runs
- The Supplier will achieve value for money and continuous improvement which will be measured by Key Performance Indicators agreed with the Client. Key Performance Indicators will be agreed upon as part of the Call-off contract award process

#### **4.5. System Development Environment**

Any requirements analysis or requirements capture shall be based on a methodology agreed with the relevant Client.



## 4.6. Data Standards

The Supplier shall develop, document, operate and maintain standards and procedures for ensuring the quality and integrity of all key data. These standards and procedures must be agreed upon with the Client prior to the call-off contract award. The Client may request these written standards, which should be provided to the Client within 10 working days of a request received by the Supplier.

Examples of Key data which may apply, but not be limited to individual call-off contracts are as follows: location codes, clinical coding standards, ODS codes, OPCS codes, ICD10 codes, SNOMED and Read codes.

## 4.7. Information Standards

The Supplier will comply with the following information standards listed here: (and as amended)

- <https://digital.nhs.uk/information-standards>
- <https://pds.police.uk/national-standards/>

## 4.8. Version Control

The Supplier must have procedures that ensure that only the correct release or version of a deliverable can be delivered to the Client. These can be tailored to the individual Call-off contract based on specific requirements but the overall procedure structure must already be in place. The Supplier shall provide a copy of the draft procedures to the Client for its approval. On receipt of such approval, the Supplier shall then operate those procedures.