

HSSF18-002 - CVO\_004\_November2022

Classification: Official-Sensitive: Commercial

**Contract/Variation Reference:** CVO\_004\_November 2022

**Proposed by:** **NATIONAL HEALTH SERVICE COMMISSIONING BOARD** (also referred to as NHS England)

**THIS VARIATION AGREEMENT** is made on 22<sup>nd</sup> November 2022

**BETWEEN:**

**(1) NATIONAL HEALTH SERVICE COMMISSIONING BOARD** (also referred to as NHS England) of Quarry House, Quarry Hill, Leeds, LS2 7UE (“**the Commissioners**”);

and

**(2) Carnall Farrar** whose registered office 1 Lyric Square Hammersmith, London W6 0NB (“**the Provider**”)

Each a “**Party**” and together referred to as “**the Parties**”.

Capitalised words and phrases in this Variation Agreement have the meanings given to them in the Contract referred to above.

1. In consideration of their respective obligations under the Contract (as varied by this Variation Agreement) the Parties have agreed the Variation summarised below:

- Contract Variation to uplift existing contract with Carnall Farrar and their subcontractors Changing Health, the providers of the Healthy Living programme on behalf of NHSE.
- The Provider will be paid up to **£262,041.00 excluding VAT**.
- The Authority and Provider will develop work packages that are costed against this available funding. Invoicing against this contract uplift will be drawn down only on the agreement of the work package and costs by the Authority.
- The contents of Appendix 1 below replace the Key Performance Indicators contained within the above contract.
- The contents of Appendix 2 below replace the Pricing Schedule contained within the above contract.

2. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

3. Capitalised words and phrases in this Variation Agreement shall have the meanings given to them in the Contract.

4. The Variation will be deemed to take effect on 13<sup>th</sup> February 2023

HSSF18-002 - CVO\_004\_November2022

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Appendix 1

Quality Requirement	Severity Levels and Thresholds	Timetable for Measurement  Use MDS Submitted in:	Data as at:	Period over which the Requirement is to be achieved												
<b>KPI 001</b> <b>Component:</b> <b>Site downtime outside of the SLA (Hours)</b>	<p><b>KPI 001 - Downtime - Time the service is available (outside of pre-agreed, scheduled downtime for fixes/patches etc)</b></p> <p>SLA for pre-agreed, scheduled downtime:                      Maximum scheduled downtime per month: 6 hours</p> <table border="1" data-bbox="427 743 1223 1031"> <thead> <tr> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Target Performance Level: 6 hours</td> <td>0</td> </tr> <tr> <td>Minor KPI Failure: 7-12 hours downtime</td> <td>1</td> </tr> <tr> <td>Serious KPI Failure: 13-18 hours downtime</td> <td>2</td> </tr> <tr> <td>Severe KPI Failure: 19-24 hours downtime</td> <td>3</td> </tr> <tr> <td>KPI Service Threshold: 24 hours and above hours downtime</td> <td>4</td> </tr> </tbody> </table>			Target Performance Level: 6 hours	0	Minor KPI Failure: 7-12 hours downtime	1	Serious KPI Failure: 13-18 hours downtime	2	Severe KPI Failure: 19-24 hours downtime	3	KPI Service Threshold: 24 hours and above hours downtime	4	<p>First Assessment based on MDS submitted in: September 2022</p> <p>Subsequent Assessments in: October 2022                      November 2022                      December 2022                      And monthly going forward</p>	<p>End August 2022</p> <p>End September                      End October                      End November</p>	<p><b>Monthly</b>                      August 2022</p> <p>September                      October                      November</p>
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<p><b>KPI 002</b> <b>Component:</b> <b>Percentage of fixes that remain unresolved outside of the SLA (by severity level)</b></p>	<p><b>KPI 002A -</b></p> <p>1 - Each bug/issue/outage is logged within 1 working day (9am and 5pm, Mon-Fri) of receipt.</p> <p>2 - Each bug/issue/outage severity level is applied within 5 working days of being logged.</p> <p>Both criteria must be met in order to achieve the KPI.</p> <table border="1" data-bbox="427 707 1236 994"> <thead> <tr> <th></th> <th colspan="2">Threshold</th> </tr> </thead> <tbody> <tr> <td>Target Performance Level:</td> <td>95%</td> <td>0</td> </tr> <tr> <td>Minor KPI Failure:</td> <td>94.0% - 94.9%</td> <td>1</td> </tr> <tr> <td>Serious KPI Failure:</td> <td>93.0% - 93.9%</td> <td>2</td> </tr> <tr> <td>Severe KPI Failure:</td> <td>92.0% - 92.9%</td> <td>3</td> </tr> <tr> <td>KPI Service Threshold:</td> <td>below 92%</td> <td>4</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Threshold		Target Performance Level:	95%	0	Minor KPI Failure:	94.0% - 94.9%	1	Serious KPI Failure:	93.0% - 93.9%	2	Severe KPI Failure:	92.0% - 92.9%	3	KPI Service Threshold:	below 92%	4				<p>First Assessment based on MDS submitted in: December 2022</p> <p>Subsequent Assessments in: March 2023 June 2023 September 2023</p>	<p>End November 2022</p> <p>End February 2023 End May 2023 End August 2023</p>	<p><b>Quarterly</b></p> <p>August, September, October</p> <p>November, December, January February, March, April May, June, July</p>
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	<p><b>KPI 002B -</b></p> <p>The planned resolution date is the deliverable. A planned resolution date should be within the timescale applicable to the severity level unless otherwise agreed with NHSE.</p> <p>If the planned resolution date is breached, a new resolution date is to be agreed with NHSE within 2 working days of the breach.</p> <p>A performance rate will be calculated based on the total number of planned resolution dates met within the given reporting month against total planned dates in that period.</p> <p>KPI Severity Levels in Appendix 1 below.</p> <table border="1" data-bbox="427 858 1236 1082"> <thead> <tr> <th></th> <th>Threshold</th> <th></th> </tr> </thead> <tbody> <tr> <td>Target Performance Level:</td> <td>95%</td> <td>0</td> </tr> <tr> <td>Minor KPI Failure:</td> <td>94.0% - 94.9%</td> <td>1</td> </tr> <tr> <td>Serious KPI Failure:</td> <td>93.0% - 93.9%</td> <td>2</td> </tr> <tr> <td>Severe KPI Failure:</td> <td>92.0% - 92.9%</td> <td>3</td> </tr> <tr> <td>KPI Service Threshold:</td> <td>below 92%</td> <td>4</td> </tr> </tbody> </table>		Threshold		Target Performance Level:	95%	0	Minor KPI Failure:	94.0% - 94.9%	1	Serious KPI Failure:	93.0% - 93.9%	2	Severe KPI Failure:	92.0% - 92.9%	3	KPI Service Threshold:	below 92%	4	<p>First Assessment based on MDS submitted in: December 2022</p> <p>Subsequent Assessments in: March 2023 June 2023 September 2023</p>	<p>End November 2022</p> <p>End February 2023 End May 2023 End August 2023</p>	<p><b>Quarterly</b></p> <p>August, September, October</p> <p>November, December, January February, March, April May, June, July</p>
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HSSF18-002 - CVO\_004\_November2022

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<p><b>KPI 003</b> <b>Component:</b> <b>Helpdesk</b> <b>query</b> <b>response times</b></p>	<p><b>KPI 003</b> - Percentage of customer enquiries to the help desk that go unanswered outside of the SLA (48 hours). This should factor in the following operating hours:</p> <ul style="list-style-type: none"> <li>• Enquiries received during normal business hours, Monday – Friday 9am – 5pm, the 48-hour window commences from the time received into the helpdesk</li> <li>• Enquiries received between 6pm on a Friday and 8am on a Monday, the 48-hour window for response will commence from 8am Monday morning.</li> <li>• Where enquiries are received on a Bank Holiday the 48-hour window for response will commence on the next working day at 8am.</li> <li>• Enquiries which are received during working hours which cannot be responded to by 6pm on the last working day prior to a weekend or Bank Holiday, will have the 48-hour clock paused until 8am on the next working day when the 48-hour period will be continued.</li> </ul> <p>Automated responses from the helpdesk to service users should include but are not limited to, an out of office with FAQs to support self-service. This automated response does not constitute a response under the SLA.</p> <p>Queries requiring a substantive response/action should be separated from non-actionable feedback where no response is required, this should be reported separately. Only substantive response queries are measured as part of this KPI.</p> <table border="1" data-bbox="427 1077 1236 1300"> <thead> <tr> <th></th> <th colspan="2">Thresholds</th> </tr> </thead> <tbody> <tr> <td>Target Performance Level:</td> <td>99%</td> <td>0</td> </tr> <tr> <td>Minor KPI Failure:</td> <td>95%-98.9%</td> <td>1</td> </tr> <tr> <td>Serious KPI Failure:</td> <td>90-94.9%</td> <td>2</td> </tr> <tr> <td>Severe KPI Failure:</td> <td>85-89.9</td> <td>3</td> </tr> <tr> <td>KPI Service Threshold:</td> <td>84.9 and below</td> <td>4</td> </tr> </tbody> </table>		Thresholds		Target Performance Level:	99%	0	Minor KPI Failure:	95%-98.9%	1	Serious KPI Failure:	90-94.9%	2	Severe KPI Failure:	85-89.9	3	KPI Service Threshold:	84.9 and below	4	<p>First Assessment based on MDS submitted in: September 2022</p> <p>Subsequent Assessments in: October 2022 November 2022 December 2022 And monthly going forward</p>	<p>End August 2022</p> <p>End September End October End November</p>	<p><b>Monthly</b> End August 2022</p> <p>End September End October End November</p>
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<b>KPI 004</b> <b>Component:</b> <b>Data quality and availability of core data</b>	<p><b>KPI 004</b> - Fields captured and/or generated as part of the registration, activation and deletion process have been populated in line with the MDS specification and the relevant deletion policy.</p> <table border="1" data-bbox="427 520 1236 746"> <thead> <tr> <th></th> <th colspan="2">Threshold</th> </tr> </thead> <tbody> <tr> <td>Target Performance Level:</td> <td>95%</td> <td>0</td> </tr> <tr> <td>Minor KPI Failure:</td> <td>94.0% - 94.9%</td> <td>1</td> </tr> <tr> <td>Serious KPI Failure:</td> <td>93.0% - 93.9%</td> <td>2</td> </tr> <tr> <td>Severe KPI Failure:</td> <td>92.0% - 92.9%</td> <td>3</td> </tr> <tr> <td>KPI Service Threshold:</td> <td>below 92%</td> <td>4</td> </tr> </tbody> </table>		Threshold		Target Performance Level:	95%	0	Minor KPI Failure:	94.0% - 94.9%	1	Serious KPI Failure:	93.0% - 93.9%	2	Severe KPI Failure:	92.0% - 92.9%	3	KPI Service Threshold:	below 92%	4	<p>First Assessment based on MDS submitted in: September 2022</p> <p>Subsequent Assessments in: October 2022 November 2022 December 2022 And monthly going forward</p>	<p>End August 2022</p> <p>End September End October End November</p>	<p><b>Monthly</b> End August 2022</p> <p>End September End October End November</p>
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<b>KPI 005</b> <b>Component:</b> <b>Data quality and availability of user engagement data</b>	<p><b>KPI 005</b> – Fields captured and/or generated as part of a manual engagement have been populated in line with the MDS specification and the relevant deletion policy.</p> <table border="1" data-bbox="427 1088 1236 1315"> <thead> <tr> <th></th> <th colspan="2">Threshold</th> </tr> </thead> <tbody> <tr> <td>Target Performance Level:</td> <td>95%</td> <td>0</td> </tr> <tr> <td>Minor KPI Failure:</td> <td>94.0% - 94.9%</td> <td>1</td> </tr> <tr> <td>Serious KPI Failure:</td> <td>93.0% - 93.9%</td> <td>2</td> </tr> <tr> <td>Severe KPI Failure:</td> <td>92.0% - 92.9%</td> <td>3</td> </tr> <tr> <td>KPI Service Threshold:</td> <td>below 92%</td> <td>4</td> </tr> </tbody> </table>		Threshold		Target Performance Level:	95%	0	Minor KPI Failure:	94.0% - 94.9%	1	Serious KPI Failure:	93.0% - 93.9%	2	Severe KPI Failure:	92.0% - 92.9%	3	KPI Service Threshold:	below 92%	4	<p>First Assessment based on MDS submitted in: September 2022</p> <p>Subsequent Assessments in: October 2022 November 2022 December 2022 And monthly going forward</p>	<p>End August 2022</p> <p>End September End October End November</p>	<p><b>Monthly</b> End August 2022</p> <p>End September End October End November</p>
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<b>KPI 006</b> <b>Component:</b> <b>Implementation of actionable feedback</b>	<p><b>KPI 006</b> – 99% of actionable feedback is completed or a development request raised (where applicable), within 30 days of review meeting.</p> <p>Monthly reviews of feedback are required to be undertaken with NHSE. Where feedback is actionable, and this action has been agreed with NHSE it should be within 30 days of the review meeting:</p> <ol style="list-style-type: none"> <li>1. Logged and completed wherever possible, or</li> <li>2. A development request raised, and the task sized for prioritisation in the following feedback review meeting.</li> <li>3. The review meeting/ops call to take place within the first fortnight of the month, where all feedback from the previous month will be reviewed. The date of the ops call will be the review date of feedback and any that require a new action, that action will be created on the same date. This will be when the clock begins to either scope or action.</li> </ol> <p>Feedback definition:</p> <ul style="list-style-type: none"> <li>- Survey responses</li> <li>- Per page feedback</li> <li>- Helpdesk queries</li> <li>- Delete Account Data</li> </ul> <p>Monitored via User Feedback Tracker</p> <table border="1" data-bbox="427 1107 1236 1331"> <thead> <tr> <th></th> <th>Threshold</th> <th></th> </tr> </thead> <tbody> <tr> <td>Target Performance Level:</td> <td>99%</td> <td>0</td> </tr> <tr> <td>Minor KPI Failure:</td> <td>98.0% - 98.9%</td> <td>1</td> </tr> <tr> <td>Serious KPI Failure:</td> <td>97.0% - 97.9%</td> <td>2</td> </tr> <tr> <td>Severe KPI Failure:</td> <td>96.0% - 96.9%</td> <td>3</td> </tr> <tr> <td>KPI Service Threshold:</td> <td>below 96%</td> <td>4</td> </tr> </tbody> </table>		Threshold		Target Performance Level:	99%	0	Minor KPI Failure:	98.0% - 98.9%	1	Serious KPI Failure:	97.0% - 97.9%	2	Severe KPI Failure:	96.0% - 96.9%	3	KPI Service Threshold:	below 96%	4	<p>Use MDS Submitted in:</p> <p>First Assessment based on MDS submitted in: December 2022</p> <p>Subsequent Assessments in: March 2023 June 2023 September 2023</p>	<p>End November 2022</p> <p>End February 2023 End May 2023 End August 2023</p>	<p><b>Quarterly</b> – monitored from the 2nd quarterly report before penalties are attached. August, September, October</p> <p>November, December, January February, March, April May, June, July</p>
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<p><b>KPI 007</b>  <b>Component:</b>                      Conversion from Registration to Account Activation</p>	<p>KPI 007 – Product Process Measure Indicator</p> <p>When the thresholds are triggered identified in the CRM</p> <ol style="list-style-type: none"> <li>1. An investigation is to take place by the date of the next CRM, or as otherwise agreed, to the cause and remediating action to be taken.</li> <li>2. Outputs of investigation are to be reported and discussed at the Contract Review Meeting.</li> </ol> <p>Thresholds for investigation to be triggered: conversion from Registration to Account Activation: &gt;80%</p> <table border="1" data-bbox="427 767 1339 991"> <thead> <tr> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Target Performance Level:</td> <td>Date of CRM</td> <td>0</td> </tr> <tr> <td>Minor KPI Failure:</td> <td>Date of CRM plus 7 days</td> <td>1</td> </tr> <tr> <td>Serious KPI Failure:</td> <td>Date of CRM plus 14 days</td> <td>2</td> </tr> <tr> <td>Severe KPI Failure:</td> <td>Date of CRM plus 21 days</td> <td>3</td> </tr> <tr> <td>KPI Service Threshold:</td> <td>over 22 days</td> <td>4</td> </tr> </tbody> </table>				Target Performance Level:	Date of CRM	0	Minor KPI Failure:	Date of CRM plus 7 days	1	Serious KPI Failure:	Date of CRM plus 14 days	2	Severe KPI Failure:	Date of CRM plus 21 days	3	KPI Service Threshold:	over 22 days	4	<p>Use MDS Submitted in:</p> <p>First Assessment based on MDS submitted in: September 2022</p> <p>Subsequent Assessments in: October 2022                      November 2022                      December 2022                      And monthly going forward</p>	<p>End August 2022</p> <p>End September                      End October                      End November</p>	<p>Monthly August 2022</p> <p>September                      October                      November</p>
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<p><b>KPI 008</b>  <b>Component:</b>                      Conversion from Activation to Account Engagement</p>	<p>KPI 008 – Product Process Measure Indicator</p> <p>When the thresholds are triggered identified in the CRM</p> <ol style="list-style-type: none"> <li>1. An investigation is to take place by the date of the next CRM, or as otherwise agreed, to the cause and remediating action to be taken.</li> <li>2. Outputs of investigation are to be reported and discussed at the Contract Review Meeting.</li> </ol> <p>Thresholds for investigation to be triggered: Conversion from Activation to Account Engagement: &gt;80%</p> <table border="1" data-bbox="427 730 1319 954"> <thead> <tr> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Target Performance Level:</td> <td>Date of CRM</td> <td>0</td> </tr> <tr> <td>Minor KPI Failure:</td> <td>Date of CRM plus 7 days</td> <td>1</td> </tr> <tr> <td>Serious KPI Failure:</td> <td>Date of CRM plus 14 days</td> <td>2</td> </tr> <tr> <td>Severe KPI Failure:</td> <td>Date of CRM plus 21 days</td> <td>3</td> </tr> <tr> <td>KPI Service Threshold:</td> <td>over 22 days</td> <td>4</td> </tr> </tbody> </table>				Target Performance Level:	Date of CRM	0	Minor KPI Failure:	Date of CRM plus 7 days	1	Serious KPI Failure:	Date of CRM plus 14 days	2	Severe KPI Failure:	Date of CRM plus 21 days	3	KPI Service Threshold:	over 22 days	4	<p>First Assessment based on MDS submitted in: August 2022</p> <p>First Assessments is October 2022                      Subsequent Assessments: November 2022                      December 2022                      And monthly going forward</p> <p>Review with a monthly lag before KPI is triggered</p>	<p>End August 2022</p> <p>End September                      End October                      End November</p>	<p><b>Monthly</b>                      August 2022</p> <p>September                      October                      November</p>
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## Appendix 1 – KPI002

Service Points		
Priority	Description	SLA Planned Resolution Time from Severity Assigned Date*
Severity 1	Interruption or issue affecting critical functionality or a severe impact on services availability. There is no possible alternative.	24 hours (Resolution)
Severity 2	Critical functionality, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.	36 hours (Resolution)
Severity 3	Non-critical function or procedure, unusable or hard to use having an impact on user experience, but with no direct impact on services availability. A workaround is available. <b>For large number of users (&gt;=2% of users)</b>	To be scheduled for completion within next 2-week sprint (Scheduled for resolution)
Severity 4	<b>Non-critical function or procedure, unusable or hard to use having an impact on user experience, but with no direct impact on services availability. A workaround is available.</b> <b>For smaller number of users (&lt;2%)</b>	To be scheduled for completion within next two 2-week sprints (Scheduled for resolution)
<p><i>*Time begins from the date of the severity level is applied, escalated to the help desk or identified by the development/product team</i></p> <p><i>** % of bugs/issues/outages resolved within the SLA resolution time</i></p>		

HSSF18-002 - CVO\_004\_November2022

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## **Part 2**

As contained within the contract:

### **Key Performance Indicators**

- 1 During the Term of the Contract the Suppliers shall provide the Services so as to meet the standards under each of the KPIs described below.
- 2 Annex1 Part 3 of this Order Forms sets of the out the Key Performance Indicators that the Parties have agreed shall be used to measure the performance of the Deliverables by the Suppliers.
- 3 The Suppliers shall monitor their performance against each KPI and shall send the Authority a report detailing the level of service actually achieved in accordance with the provisions of this Contract.
- 4 Subject to:
  - a. Any breach of any express provision of this Contract by the Authority (unless, and to the extent, caused or contributed to by the Suppliers); and
  - b. Any deliberate act or omission of the Authority or any failure by the Authority to take reasonable steps to carry out its activities in a manner which minimises significant interference with the Suppliers' performance of the deliverables (save where, and to the extent, caused or contributed to by the Suppliers); and
  - c. Any act or omission of any third party which is beyond the reasonable control of the Suppliers, including acts and omissions of end-users of the Service and Deliverables (save where, and to the extent, caused or contributed to be the suppliers).

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

- 5 KPI Failure Points, and therefore Service Credits, shall accrue for any KPI Failure. Service Credits shall be calculated in accordance with Annex 1 Part 4 of this Order Form

### **KPI Failure Points**

- 6 If the level of performance of the Suppliers during a Measurement Period achieves the Target Performance Level in respect of a KPI, no KPI Failure Points shall accrue to the Suppliers in respect of that KPI.

HSSF18-002 - CVO\_004\_November2022

Classification: Official-Sensitive: Commercial

- 7 If the level of performance of the Suppliers during a Measurement Period is below the Target Performance Level in respect of a KPI, KPI Failure Points shall accrue to the Suppliers in respect of that KPI as set out in Annex 1 Part 4 of this order form.
- 8 The number of KPI Failure Point that shall accrue to the Suppliers in respect of a KPI Failure shall be the applicable number as set out in Annex 1 Part 3 of this Order Form depending on whether the KPI Failure is a minor KPI Failure, a serious KPI Failure or a severe KPI Failure as indicated in Annex 1 Part 3 of this Order Form, unless the KPI Failure as a Repeat KPI Failure when the provisions of Paragraph 9 and 10 of this Annex 1 Part 2 shall apply.

**Repeat KPI Failures**

- 9 If a KPI Failure occurs in respect of the same KPI in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a "Repeat KPI Failure".
- 10 The number of KPI Failure Points that shall accrue to the Suppliers in respect of a KP Failure that is a Repeat KPI Failure shall be calculated as follows:

$$SP = P \times 2$$

Where:

SP = the number of KPI Failure Points that shall accrue for the Repeat KPI Failure;  
And

P = the applicable number of KPI Failure Points for that KPI Failure as set out in Annex 1 Part 3 depending on whether the Repeat KPI Failure is a minor KPI Failure, a serious KPI Failure, a severe KPI Failure or a failure to meet the KPI service threshold.

Worked example based on the following KPI Failure Points regime for a service availability KPI:

Severity Levels	KPI Failure Points
Target Performance Level: 99%	0
Minor KPI Failure: 98.0 – 98.9%	1
Serious KPI Failure: 97.0% - 97.9%	2
Severe KPI Failure: 96.0% - 96.9%	3
KPI Service Threshold: below 96%	4

**Example 1:**

If the Suppliers achieve a service availability of 98.5% in a given Measurement Period, this will be a minor KPI Failure for this KPI in that Measurement Period and accordingly will accrue 1 KPI Failure Point. If, in the next Measurement Period, it achieves a service availability of 96.5%, this will be a severe KPI Failure and accordingly would normally accrue 3 KPI Failure Points, but as the failure in the circumstances be a Repeat KPI Failure, this amount is doubled and so the Suppliers will incur 6 KPI Failure Points for this failure (i.e.  $SP = 3 \times 2$ ). If in the next Measurement Period it achieves a service availability of 96.5%, the Suppliers will again incur 6 KPI Failure Points.

HSSF18-002 - CVO\_004\_November2022

Classification: Official-Sensitive: Commercial

**Example 2:**

If the suppliers achieve a service availability of 96.5% in a given Measurement Period, this will be a severe KPI Failure for this KPI in that Measurement Period and accordingly accrue 3 KPI Failure Points. If, in the next Measurement Period, it achieves a service availability of 98.5%, this will be a minor KPI Failure and accordingly accrue 1 KPI Failure Point, but as the failure will in these circumstances be a Repeat KPI Failure, this amount is doubled and so the Suppliers will incur 2 KPI Failure Points for this failure (i.e. SP = 1x2). If in the next Measurement Period it achieves Service Availability of 96.5%, the Supplier will incur 6 KPI Failure Points.

**Related KPI Failures**

- 11 If any specific KPI refers to both Service Availability and System Response Times, the System Response Times achieved by the Supplier for any period of time during a Service Period during which the relevant Service or element of a Service is determined to be Non-Available shall not be taken into account in calculating the average System Response Times over the course of that Service Period. Accordingly, the Supplier shall not incur any Service Points for failure to meet System Response Times in circumstances where such failure is a result of, and the Supplier has already incurred Service Points for, the Service being Non-Available.

**Annex 1 Part 4: Calculation of Service Credits**

Calculation of Service Credits – Primary KPIs

**KPI's 1, 2 and 3** (old KPIs 3,4 and 5 in the contract)

Where the cumulative service points for KPI's 1, 2 and 3 is equal to 5 (breach point threshold) in a given reporting month the Authority will be credited with 5% of the monthly contract hosting / maintenance cost.

Example = monthly cost is £1,000 Breach point threshold in reporting month. Calculation is  $31000 \times 0.05$ . Service credit is £50.

Example = quarterly cost is £4,000 Breach point threshold in reporting month. Calculation is  $0.05 \times £4000 / 4$ . Service credit is £50.

Example = annual cost is £12,000. Breach point threshold in reporting month. Calculations is  $0.05 \times £12,000 / 12$ . Service credit is £50.

Where the service points for the KPI exceed 5 in a given month an additional 1% will be credited for each additional service point up to a maximum of 10% in line with calculation above.

5 service points = 5%

6 service points = 6%

7 service points = 7%

8 service points = 8%

9 service points = 10%

**KPI's 4, 5, 6, 7, 8, 9, 10 and 11** – (old KPI 1 in the contract)

Where the service points for KPI's are equal to 3 (breach point threshold) in a given reporting month the Authority will be credited with 5% of the contract hosting / maintenance cost.

Example = monthly cost of £1,000 Breach point threshold in reporting month. Calculation is  $£1000 \times 0.05$ . Service credit is £50.

HSSF18-002 - CVO\_004\_November2022

Classification: Official-Sensitive: Commercial

Example = quarterly cost is £3,000 Breach point threshold in reporting month. Calculation is  $0.05 \times £3000 / 4$ . Service credit is £50.  
Example = annual cost is £12,000. Breach point threshold in reporting month. Calculation is  $0.05 \times £12,000 / 12$ . Service credit is £50.

**Termination for accrued KPI Failures**

The right for the Authority to terminate the Contract (or at its election part of the Contract relating to a specific portion of the Deliverables) forthwith by notice in writing to the Suppliers shall arise:

- Pursuant to Clause 22.5.5 of Schedule 2 of the Call-Off Terms and Conditions upon accrual of 40 Primary Failure Points in any Quarter;
  
- Pursuant to Clause 22.5.7 of Schedule 2 of the Call-Off Terms and Conditions upon the occurrence of [7] KPI Failures in any month or upon the occurrence of 21] KPI Failures in any Quarter.

HSSF18-002 - CVO\_004\_November2022

Classification: Official-Sensitive: Commercial

Appendix 2Updated Pricing Schedule

Summary of Costs							
Item	Provider	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Discovery	Changing Health						
Alpha including 1 x contingency	Changing Health						
Private Beta including 3 x contingency	Changing Health						
Public Beta	Changing Health						
Implementation and Contract Management	Carnall Farrar						
Contract Uplift Work Packages*	Changing Health						
Implementation	Changing Health						
Hosting, Maintenance and Non-Pay Costs	Changing Health						
<b>Total for all Services</b>		<b>£513,788</b>	<b>£519,082</b>	<b>£131,801</b>	<b>£134,001</b>	<b>£316,916</b>	<b>£1,615,588</b>

\*Draw down from this pricing schedule budget line is subject to work package development and approval by NHS England.

HSSF18-002 - CVO\_004\_November2022

Classification: Official-Sensitive: Commercial

**IN WITNESS OF WHICH the Parties have signed this Variation Agreement on the date(s) shown below:**

**Buyer Signature:**

**DocuSigned by:**  
**Title:** [Redacted]  
**R** [Redacted]  
0E4D3AEB7E0A4BC...  
**Company: NHS England**  
**Full Name:** [Redacted]  
**Job Title/Role:** [Redacted]  
**Date Signed:** 8 March 2023

**Supplier Signature:**

**DocuSigned by:**  
[Redacted]  
ABA70E942A36465...  
**Company: Carnall Farrar**  
**Full Name:** [Redacted]  
**Job Title/Role:** [Redacted]  
**Date Signed:** 16/02/2023