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**RM6100 Technology Services 3  
Framework Schedule 4 Annex 1  
Lot 1 Order Form**

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 15 June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website (<https://www.crowncommercial.gov.uk/agreements/RM6100>). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and Deliverables specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Schedule of Processing, Personal Data and Data Subjects;
4. Attachment 3 – Transparency Reports; and
5. Annex 1 – Call-Off Terms.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form and its Attachments;
- c) the Call-Off Terms; and
- d) Framework Schedule 18 (Tender).



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Section A  
General information

Contract Details	
Contract Reference:	AGEMCSU/TRANS/24/1779
Contract Title:	1779 Platform and Architecture Support for NHS Arden & Greater East Midlands Commissioning Support Unit
Contract Description:	Provision of Platform and Architecture Support for NHS Arden & Greater East Midlands Commissioning Support Unit
Commencement Date: this should be the date of the last signature on Section D of this Order Form	3 July 2024

**Buyer details**

**Buyer organisation name**  
NHS England on behalf of NHS Arden & Greater East Midlands Commissioning Support Unit

**Billing address**  
Your organisation's billing address - please ensure you include a postcode  
NHS Arden and GEM CSU  
0DE PAYABLES M405  
PO BOX 312  
Leeds  
LS11 1HP  
  
[sbs.apinvoicing@nhs.net](mailto:sbs.apinvoicing@nhs.net)

**Buyer representative name**  
The name of your point of contact for this Order  
[REDACTED]

**Buyer representative contact details**  
Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 34.2 of the Contract.  
[REDACTED]

**Buyer Project Reference**  
Please provide the customer project reference number.  
AGEMCSU/TRANS/24/1779



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**Supplier details**

**Supplier name**

The supplier organisation name, as it appears in the Framework Agreement  
Hippo Digital Limited

**Supplier address**

Supplier's registered address

[Redacted address]

**Supplier representative name**

The name of the Supplier point of contact for this Order

[Redacted name]

**Supplier representative contact details**

Email and telephone contact details of the supplier's representative

[Redacted contact details]

**Order reference number or the Supplier's Catalogue Service Offer Reference Number**

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

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## Section B

### Part 1 - The Services Requirement

#### Commencement Date

See above in Section A

#### Contract Period

*Guidance Note – this should be a period in months from the Commencement Date, up to the maximum permitted Contract Period of 24 months (2 years)*

3<sup>rd</sup> July 2024 to 31<sup>st</sup> March 2025

#### Services

##### 1. PURPOSE

The scale and pace of support required is set against the backdrop of meeting the requirements of the triple aim:

- The first being Improving the patient care.
- The second Improving the health of populations.
- The third reducing the per capita cost of health care.

NHS AGEM CSU (AGEM) are seeking a partner to support the delivery of a number of specific project outcomes in the field of data and digital services.

We will award a single contract for all elements and associated support below and bidders must note both the stated budget along with the associated timescales.

In response to this ITT, suppliers should consider how they can demonstrate relevant experience, their approach, the expected output and how they will deliver the work with minimal impact on current AGEM operations.

##### 2. BACKGROUND TO THE AUTHORITY

AGEM is one of the largest Commissioning Support Units in the country. We currently serve over 9 ICBS, NHS England, provider trusts and local authorities. Our services are built on a strong foundation of experienced people who build great relationships, a commitment to NHS values and a thorough understanding of our system partners and the challenges they face.

We provide real value to our customers by being NHS first and foremost, working at scale and pace and creating the synergies and innovation that ultimately drive forward improved patient outcomes – optimising the value added by each pound



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spent. Our cornerstones are quality, value, innovation, and complete customer focus. Drawing from our extensive experience, our services bring local knowledge and relationships whilst sharing best practice.

### 3. [Background to requirement/OVERVIEW of requirement](#)

NHS AGEM are seeking a partner to support on the post proof of concept build phase of the North West (NW) Secure Data Environment (SDE). The NW SDE is part of a national network of SDEs, AGEM is leading on the core build of the NW SDE, this service gives approved researchers with approved projects secure access to NHS healthcare data. All patient information in the SDE is pseudonymised, which means that any identifying (or personal) information such as names, addresses or NHS numbers are replaced with artificial, or 'pseudo', information.

The technical team is in place and have designed and built the MVP, the team comprises of solution architects, technical architects, and data pipeline engineers. We require a partner to provision additional support to cover specific tasks relating to platform technical architecture and business requirements and operational service design. The NW region covers a footprint comprising of three NHS ICB's and two CSUs, therefore the technical team is a blended team, with AGEM CSU leading on the core build phase of the product. Therefore, establishing common ways of working is a key part of the success of this programme.

The technical stack is Microsoft Azure, utilising Microsoft TRE for the workspaces that end user researchers will be accessing. Note, there is a line of accountability from regional SDEs into the national SDE programme, who has a remit to ensure disparate SDE environments will interconnect. This SOW is to cover the MVP phase and future iterations of the NW SDE only. Wider programme information can be found here [The NHS England Secure Data Environment - NHS Digital](#)

### 4. [The requirement](#)

NHS AGEM are seeking a partner to provision additional support across two specific areas:

- Platform technical architecture and business requirements, including stabilising the MVP build into infrastructure as code (terraform) and capturing further technical requirements into the backlog. For business requirements: to work across three stakeholder groups (stakeholders have already been defined and engaged) to capture requirements into the backlog (DevOps/GitHub). Ensuring all technical and user requirements are captured and prioritised.
- Operational service design, including working with the operational workstream to continue to build upon the user journey we have mapped out. To ensure all operational processes are developed to support the successful launch of the platform. User requirements have been gathered; the requirement is to work with the wider programme to ensure the refinement of the service management layer to support the platform is aligned into the wider service.



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The success of the NW SDE will be dependent on several factors:

- Solution meets all national programme requirements. These have been documented at a high level. A detail roadmap has been developed and sprint plans are in place.
- Solution contains the technical tooling and data assets required by researchers for them to successfully conduct their research. This requires engagement with stakeholders to ensure research specific project data assets have been defined and are deployed into the NW SDE in a priority order that allows research projects to be completed in line with the backlog priority.
- Solution must be sustainable, scalable and have the ability to federate with other SDE solutions. This will involve engagement with the relevant technical teams to ensure the high-level design supports this aim.

The Supplier has agreed that it will provide the Services as more particularly set out in section 4.1 and 4.2 below:

#### 4.1. Platform technical architecture and business requirements

The Buyer has an incumbent team leading and supporting on specific elements of the platform architecture build. In order to meet its roadmap timeline, the Buyer is seeking a partner with the ability to deliver a defined work package to cover the following deliverables:

**Tenancy management/system administration:** Working with the Buyer's team to implement identify, security and monitoring tooling aligned to its internal group policies (Azure Monitor, Azure Sentinel, Microsoft Entra for ID and Microsoft Defender for Cloud).

**Stabilisation of technical build:** Working with the Buyer's team to build out the MVP platform into infrastructure as code, providing additional capacity in terraform skills.

**Business requirements:** Lead refinement of backlog tickets, working with the Buyer's test team and technical developers to ensure requirements are understood and clearly documented, with exit criteria so tickets meet our definition of ready.

Milestone	Description	Timeframe
1	Tenancy management approach designed and agreed.	Within 6 weeks of the Contract Commencement Date
2	System administration tooling implemented and tested.	End of the Contract.
3	Approach for development of infrastructure as code designed and agreed.	Within 6 weeks of the Contract Commencement Date



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4	Infrastructure as code deployed (as per agreed sprint plan upon step 3 being complete)	End of the Contract.
5	Provision of business analyst resource to capture and develop tickets for data solutions backlog.	Throughout period of the Contract.
6	Handover to incumbent AGEM team to support consistent approach for future iterations of product.	End of the Contract.

#### 4.2. Operational service design

The Buyer has conducted user research and service design sessions with each of the stakeholder groups. It has a team of research data engineers supporting this workstream. The Buyer requires consultancy support to the development of the roadmap and backlog past MVP to an operationally live platform, to ensure structured workshops are scheduled to elicit and capture requirements into user stories, crafting these into well-defined tickets in the Azure DevOps backlog.

Design and produce supporting artefacts to handover to the incumbent AGEM team, so the user requirement and service design/management approach can be taken forward for new features post the completion of the Contract.

Milestone	Description	Timeframe
1	Service design approach designed and agreed.	Within 4 weeks of the Contract Commencement Date.
2	Handover to incumbent AGEM team to support consistent approach for future iterations of product.	End of the Contract.

#### 5. Continuous improvement

5.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

5.2 The Supplier should present new ways of working to the Authority during Contract review meetings.



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5.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

#### 6. STAFF AND CUSTOMER SERVICE

Potential Provider's staff assigned to the Contract shall have the agile accreditation for example Professional SCRUM Master/Delivery Lead, Certified SCRUM Product Owner or equivalent. and experience to deliver the Contract.

#### 7. Payment

Payment to be made by BACS following receipt of compliant invoice. Payments of the corresponding value will be made upon completion of individual milestones, as outlined in the table within the section headed Contract Charges, when the milestone has been approved by the Buyer's project lead.

#### 8. BASE Location

The base location of where the Services will be carried out at will be remote working, although some travel to Leeds, London or other AGEM/NHS sites for workshops will be required.

#### 9. Budget

£290k excluding VAT.

#### 10. Timescales

01/07/2024 to 31/03/2025

The Services are more particularly described in Attachment 3 (Services Specification).

#### Sites for the provision of the Services

*Guidance Note - Insert details of the sites at which the Supplier will provide the Services and/or Deliverables, which shall include details of the Buyer Premises, Supplier premises and any third party premises.*

The Supplier shall provide the Services and/or Deliverables from the following Sites:

##### Buyer Premises:

Not Applicable

##### Supplier Premises:

Not Applicable

##### Third Party Premises:

Not Applicable

#### Additional Standards

*Guidance Note: see Clause 7 (Standards) and the definition of Standards in Schedule 1 of the Call-Off Terms. Specify any particular standards that should apply to this Contract over and above the Standards.*

Not Applicable



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### Key Supplier Personnel

*Guidance Note: see Clauses 6.4 – 6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).*

Key Supplier Personnel	Key Role(s)	Duration
		Contract Period
To be confirmed	Ops Design Lead	Contract Period
To be confirmed	Business Analyst	Contract Period
To be confirmed	Technical Architect	Contract Period
To be confirmed	User Researcher	Contract Period

### Buyer Property

*Guidance Note: see definition of Buyer Property in Schedule (Definitions) of the Call-Off Terms. Include details of any property other than real property or IPR below.*

Not Applicable

### Buyer Security Policy

*Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.*

Not Applicable

### Buyer Enhanced Security Requirements

*Guidance Note: if the Supplier has access to the Buyer System then the Buyer should consider including additional enhanced security requirements here to govern the Supplier's use of such system – this might include incorporating an ICT policy. These requirements are in addition to those set out in the Security Policy (if any) above.*

Not Applicable

### Insurance

*Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*

Third Party Public Liability Insurance (£) - £5m

Professional Indemnity Insurance (£) - £1m

### Key Sub-Contractors

*Guidance Note: see Framework Schedule 7 (Key Sub-Contractors) for detail and include here details of any Key Sub-Contractors which are applicable to this Contract.*

Not Applicable

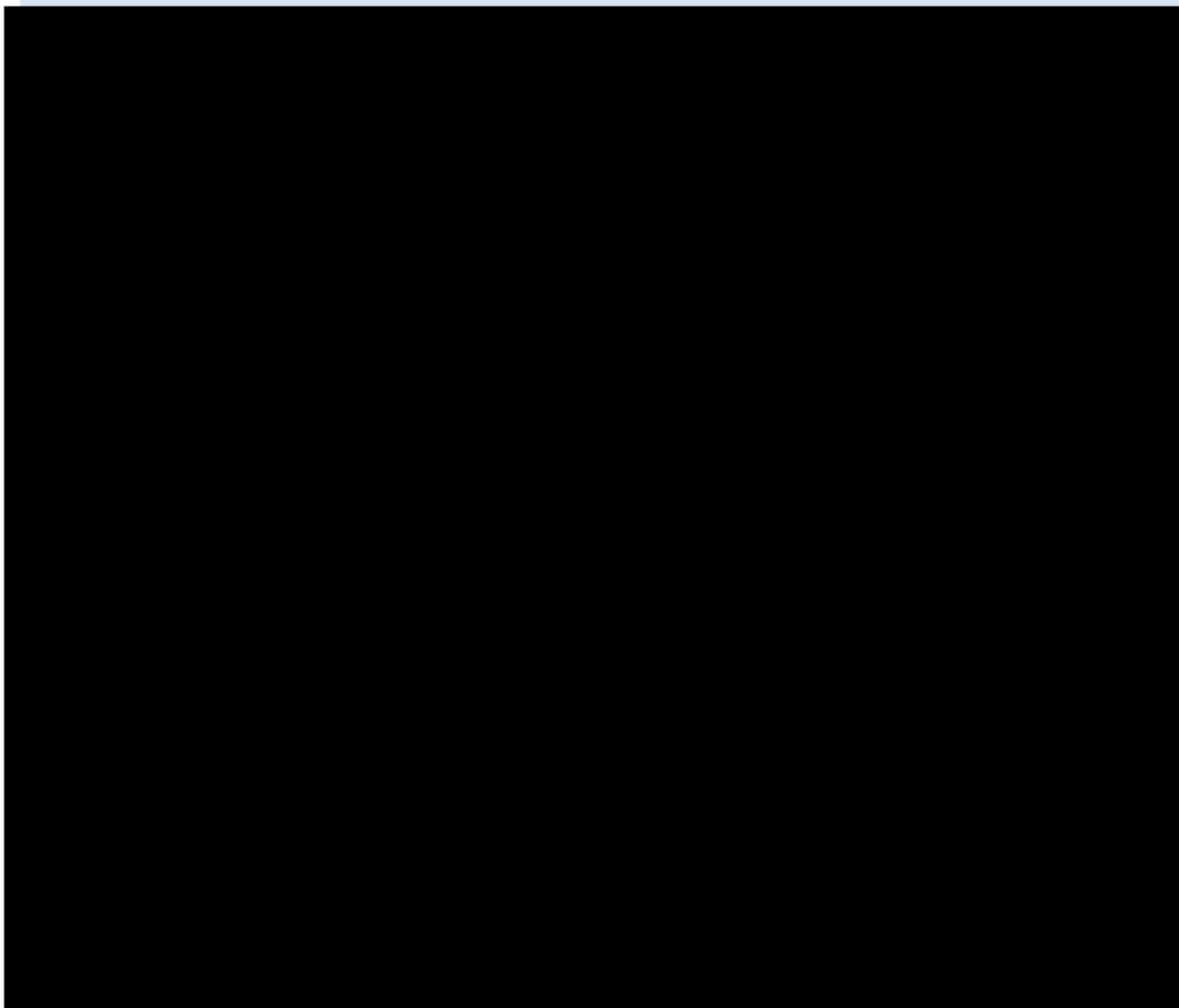
## Part 2 – Charges, Payment and Invoicing

### Contract Charges (excluding VAT)

*Guidance Note - insert the applicable Charges having regard to Framework Schedule 3 (Framework Prices and Charging Structure) and include details of time and materials and any fixed price. Also include details of any agreed expenses and terms relating to such expenses.*



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All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.

#### **Payment Profile**

*Guidance Note – insert details of payment profile which may be monthly or quarterly in arrears or the parties may agree to include payments associated with the achievement of milestones, in which case details of milestones payments should be included here.*

Payment to be made by BACS following receipt of compliant invoice. Payments of the corresponding value will be made upon completion of individual milestones, as outlined in the table above within Contract Charges when the milestone has been approved by the Buyer's project lead.

#### **Invoice Details**

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.



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All invoices must be sent to:

NHS Arden and GEM CSU  
ODE PAYABLES M405  
PO BOX 312  
Leeds  
LS11 1HP

Invoices: [sbs.apinvoicing@nhs.net](mailto:sbs.apinvoicing@nhs.net)

All invoices must include:

Purchase order number

### Method of Payment

*Guidance Note – insert method of payment e.g. BACS.*

The payment method for this Contract is BACS.

**Contract Anticipated Potential Value:** £285,250.00 Excluding VAT.

*Guidance Note: for procurement purposes the Buyer will need to include details of the overall anticipated potential value of this Contract over the Contract Period*

## Part 3 – Additional and Alternative Buyer Terms

### Additional Schedules and Alternative Clauses *(see Annex 3 of Framework Schedule 4)*

*This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lot 1.*

#### Additional Schedules

*Guidance Note: Tick any applicable boxes below*

Additional Schedules	Tick as applicable
S1: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S2: Continuous Improvement	<input checked="" type="checkbox"/>
S3: Supply Chain Visibility	<input type="checkbox"/>

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.

#### Alternative Clauses

*Guidance Note: Tick any applicable boxes below*

The following Alternative Clauses will apply:



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Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lot 1 shall be incorporated into this Contract.

### Liability

*Guidance Note: to the extent that the Buyer would like to **increase** the limits of liability contained in Clause 12.1 of the Call-Off Terms, then specify the alternative limit below. Neither party is permitted to lower the limits set out in Clause 12.1 of the Call-Off Terms.*

No changes are required to the limitation of liability set out in Clause 12.1 of the Call Off Terms.

### Termination for Convenience

*Guidance Note: insert details of the notice period for termination for convenience where such period needs to be shorter or longer than the standard position under the Call-Off Terms.*

The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms shall be amended from 30 Working Days to read: Not Applicable

## Section C

### Supplier response

#### Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Not Applicable



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Section D  
Contract award

This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	[Redacted]
Job role/title	[Redacted]
Signature	[Redacted]
Date	29 July 2024   11:56:16 BST

For and on behalf of the Buyer

Name	[Redacted]
Job role/title	[Redacted]
Signature	[Redacted]
Date	31 July 2024   13:49:20 BST



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## **Attachment 1 – Services Specification**

See Section B, Part 1.



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## **Attachment 2 – Schedule of Processing, Personal Data and Data Subjects**

Not Applicable as the Supplier shall not be authorised to process any Personal Data under this Contract.



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### **Attachment 3 – Transparency Reports**

Not applicable.



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## **Annex 1 – Call-Off Terms and Additional Schedules and Alternative Clauses**

Not applicable.