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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/24/1713
Contract Title:	Provision of Program Delivery and Business Requirements Consultancy for NHS Arden & Greater East Midlands Commissioning Support Unit
Contract Description:	Program Delivery and Business Requirements Consultancy
Commencement Date:	this should be the date of the last signature on Section D of this Order Form 20 th February 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

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/24/1713



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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
First Floor, Aireside House
24 Aire Street
Leeds
LS1 4HT

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

Supplier representative contact details

[REDACTED]
[REDACTED]
[REDACTED]

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.

[Click here to enter text.](#)



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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)

22nd February 2024 to end of March 2024

Services

The Supplier shall provide the following Services to the Buyer:

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.

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 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.

Background to requirement/OVERVIEW of requirement

NHS AGEM are seeking a partner to support on the requirement scoping and build phase of the North West Secure Data Environment (SDE). The NW SDE is part of a national network of SDEs, AGEM is



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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 working on 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 delivery management and business requirements. 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](#).

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

- Agile delivery management: to support the SCRUM team responsible for the MVP build into a self-organising team and to lead the development of the MVP roadmap and roadmap for phase 1 and 2 of the build, so these can be reported into regional and national programme boards.
- 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.

THE REQUIREMENT

Agile Delivery Management

- Establish sprint cadence with SCRUM team and associated agile ceremonies.
- Work with the SCRUM team to develop common ways of working i.e. code review and release management processes.
- Create roadmap for MVP and Phase 1 and Phase 2 of build. Expectation is this will be 3–4-month roadmap from MVP to end of Phase 2.
- Perform role of SCRUM master.

The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Establish sprint cadence with SCRUM team and associated agile ceremonies.	4 weeks after Commencement Date
2	Work with the team to develop common ways of working i.e. code review and release management processes.	6 weeks after Commencement Date



3	Create roadmap for MVP and Phase 1 and Phase 2 of build. Expectation is this will be 3–4-month roadmap from MVP to end of Phase 2.	End of March
4	Perform role of SCRUM master.	End of March (or until phases 1-3 completed)

Business Requirements

- 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. From February 2024/25 community of practice will be established to further define the requirements against which SDEs must operate to support system wide integration.
 - 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.

We have identified and established initial sessions with each of the above stakeholder groups. We have a team of research data engineers supporting this workstream. We require consultancy support to strengthen this function and ensure structured workshops are scheduled to elicit and capture requirements into user stories, crafting these into well- defined tickets in the Azure DevOps backlog.

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

Design and produce supporting artefacts to handover to the incumbent AGEM team, so the user requirement and business analysis approach can be taken forward for new features post the completion of the SOW.

Milestone	Description	Timeframe
1	Provision of business analyst resource to capture and develop tickets for data solutions backlog.	End of Feb MVP End of March Phase 1 & Phase 2 (* noting dependency on AGEM and wider stakeholder engagement – EPIC level features as minimum)
2	Handover to incumbent AGEM team	End of March



	to support consistent approach for future iterations of product.	
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continuous improvement

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

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

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.

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.

payment

Payment to be made by BACS following receipt of compliant invoice (on completion of milestones)

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.

Budget: £185K Excluding VAT

Timescales: 29/01/2024 to 31/03/2024

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



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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

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).

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.

<https://www.ardengemcsu.nhs.uk/>

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

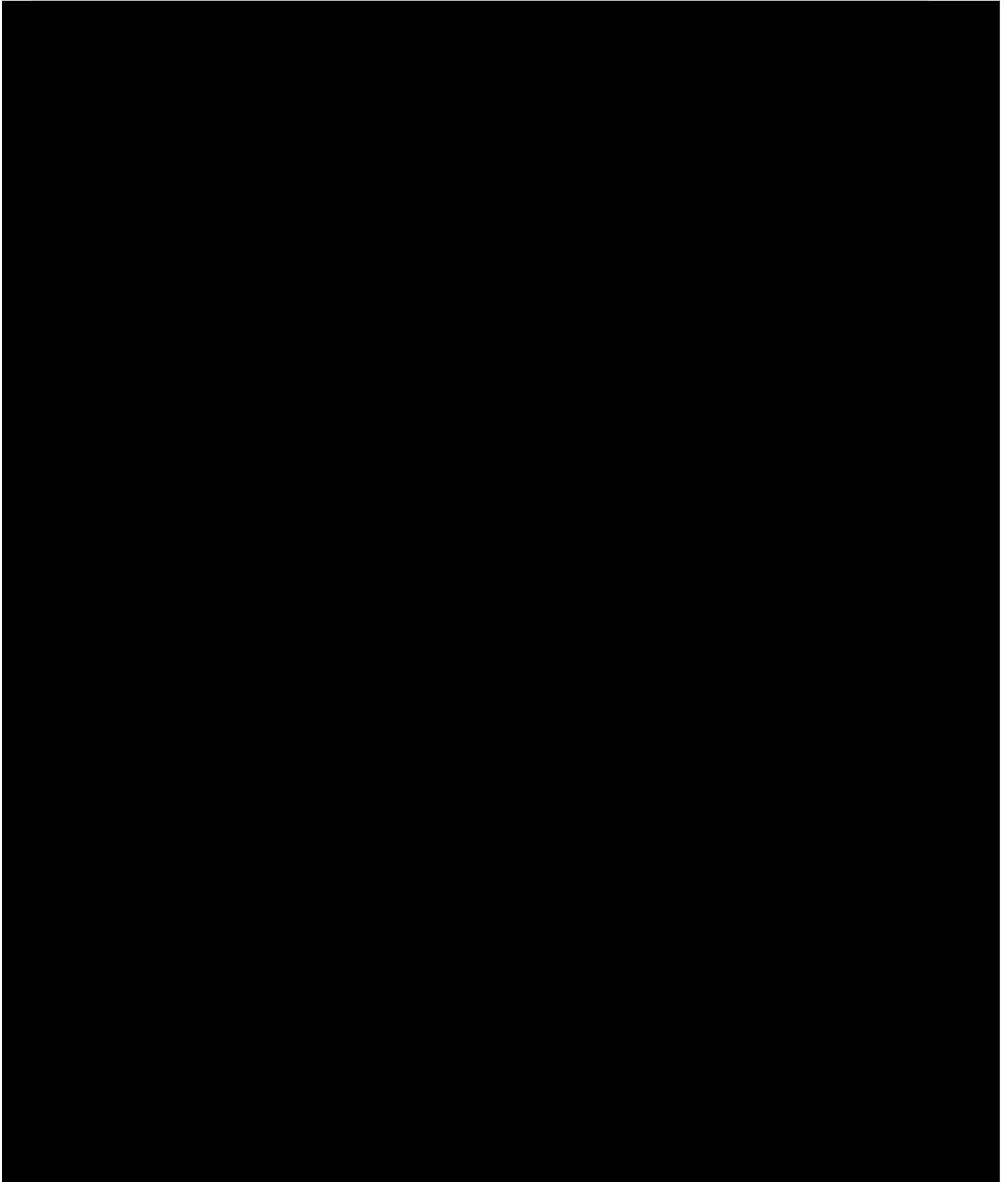
Part 2 – Charges, Payment and Invoicing

Contract Charges (excluding VAT)



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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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Invoice Details

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

All invoices must be sent to:

NHS Arden and GEM CSU
ODE Payables M405
Shared Business Service
PO Box 312
LEEDS
LS11 1HP

Invoices: 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 by BACS

Contract Anticipated Potential Value:

£185,000.00 excluding VAT

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"/>



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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:

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.*

Supplier's pricing

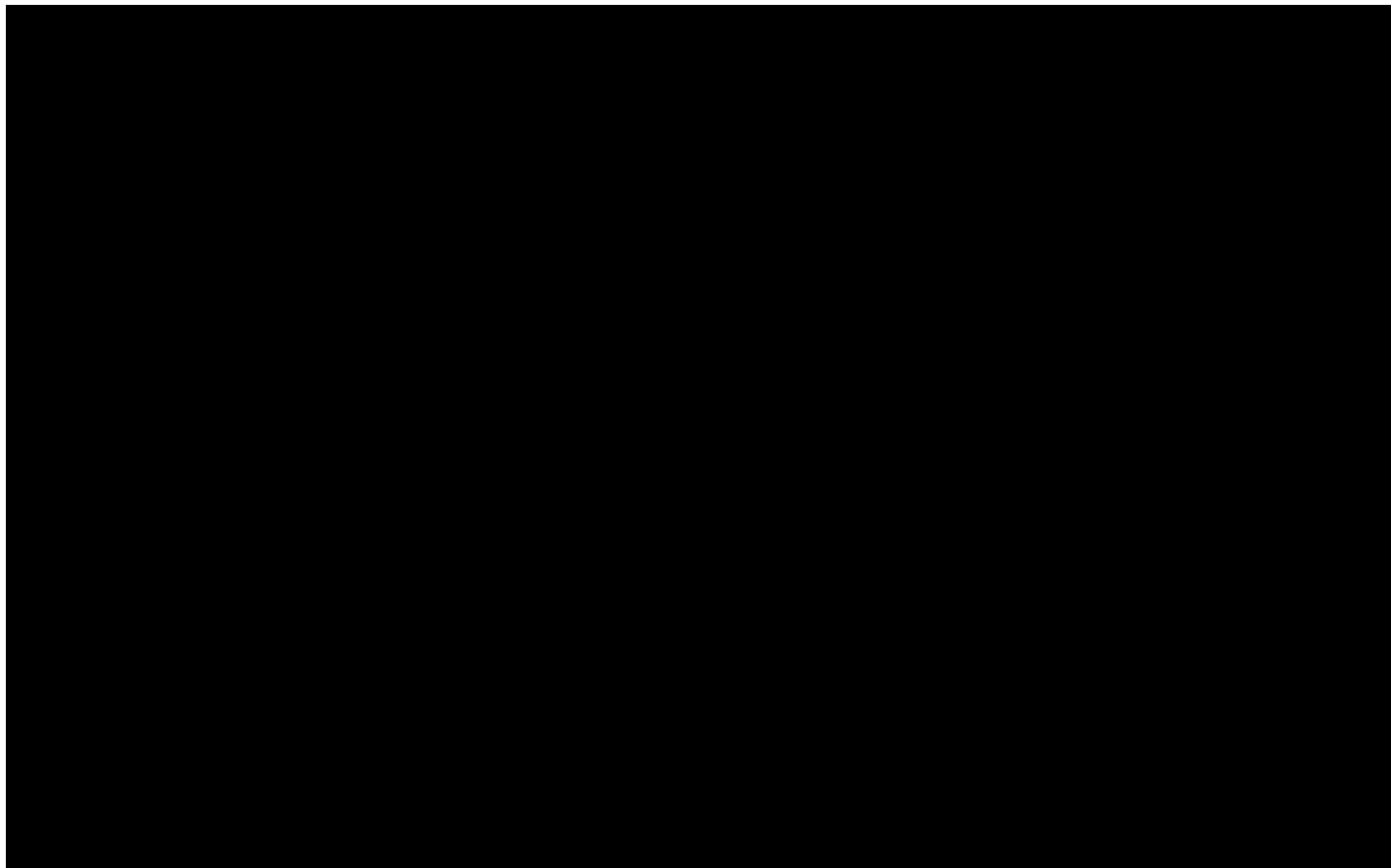
Section D Contract award

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



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SIGNATURES





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Attachment 1 – Services Specification

PURPOSE

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2	Work with the team to develop common ways of working i.e. code review and release management processes.	6 weeks after award
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4	Perform role of SCRUM master.	End of March (or until phases 1-3 completed)

Business Requirements

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

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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.

payment

Payment to be made by BACS following receipt of compliant invoice (on completion of key milestones)

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.

Budget: £200K Excluding VAT

Timescales: 29/01/2024 to 31/03/2024

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

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



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N/A