

Health Systems Support Framework: Template Order Form

<u>References and Date</u>	
Order Reference Number	HSSF23-25
Date of Order Form	01/07/2023
<u>Parties and Key Persons</u>	
Authority	NHS England Quarry House Quarry Hill Leeds LS2 7UE
Suppliers	Royal Free London NHS Foundation Trust Royal Free Hospital Pond Street London NW3 2QG
Principal Supplier(s)	Not used
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles (“Key Personnel”)	<ul style="list-style-type: none">• Muhammad Ambia - Project lead for analytical support• John Kemp – Project wide analytical support• Julia Kairis – Project wide analytical support• Francis Reddington – Project lead for CYP Dashboard• Shahriar Hossain – Technical lead for CYP dashboard• Marzooq Umar – Data engineering support

	<ul style="list-style-type: none">• Richard Lee – Data engineering SME• Chris Greene – Senior oversight of TPHC support					
Contract Managers	<table><tr><td>Authority's Contract Manager</td><td>Agnieszka Wojciechowska, Deputy Head of Children and Young People's Transformation</td></tr><tr><td>Supplier's Contract Manager(s)</td><td>Chris Greene, Assistant Director, Healthcare Consulting</td></tr></table>		Authority's Contract Manager	Agnieszka Wojciechowska, Deputy Head of Children and Young People's Transformation	Supplier's Contract Manager(s)	Chris Greene, Assistant Director, Healthcare Consulting
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Supplier's Contract Manager(s)	Chris Greene, Assistant Director, Healthcare Consulting					
Lead Contract Manager (if applicable)	<p>Insert the Lead Contract Manager at the commencement of this Contract</p> <table><tr><td>Authority's Lead Contract Manager</td><td>As above</td></tr><tr><td>Supplier's Lead Contract Manager</td><td>As above</td></tr></table>		Authority's Lead Contract Manager	As above	Supplier's Lead Contract Manager	As above
Authority's Lead Contract Manager	As above					
Supplier's Lead Contract Manager	As above					
Person(s) to receive notices under the Contract	<table><tr><td>Authority's nominated person and contact details for service of notices</td><td>Agnieszka Wojciechowska Wellington House, 133-155 Waterloo Road, London, SE1 8UG [REDACTED]</td></tr><tr><td>Supplier's nominated person and contact details for service of notices</td><td>Chris Greene Royal Free London NHS Foundation Trust [REDACTED]</td></tr></table>		Authority's nominated person and contact details for service of notices	Agnieszka Wojciechowska Wellington House, 133-155 Waterloo Road, London, SE1 8UG [REDACTED]	Supplier's nominated person and contact details for service of notices	Chris Greene Royal Free London NHS Foundation Trust [REDACTED]
Authority's nominated person and contact details for service of notices	Agnieszka Wojciechowska Wellington House, 133-155 Waterloo Road, London, SE1 8UG [REDACTED]					
Supplier's nominated person and contact details for service of notices	Chris Greene Royal Free London NHS Foundation Trust [REDACTED]					
Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date	Not used					

<u>General</u>																															
Status of Order Form	<p>Issue of this Order Form is an “invitation to treat” by the Authority following the Suppliers’ Call-Off ITT Response submitted by the Supplier(s) in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement. On the signature of the Order Form by the Suppliers and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and the Suppliers. This Order Form, together with the Call-Off Terms and Conditions and the applicable provisions of the Framework Agreement (and the other provisions as set out in the Call-Off Terms and Conditions) form a contract (defined as “the Contract” in the Call-Off Terms and Conditions) between the parties as at and from the date of this Order Form.</p> <p>All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form.</p>																														
Call-Off Terms and Conditions	<p>The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:</p> <table> <tr> <td>Schedule 1</td><td>Key Provisions</td></tr> <tr> <td>Schedule 2</td><td>General Terms and Conditions</td></tr> <tr> <td>Schedule 3</td><td>Definitions and Interpretations Provisions</td></tr> <tr> <td>Schedule 4</td><td>This Order Form</td></tr> <tr> <td>Schedule 5</td><td>Information Governance</td></tr> <tr> <td>Schedule 6</td><td>Security Management</td></tr> <tr> <td>Schedule 7</td><td>Standards</td></tr> <tr> <td>Schedule 8</td><td>Software</td></tr> <tr> <td>Schedule 9</td><td>Installation and Commissioning Services</td></tr> <tr> <td>Schedule 10</td><td>Maintenance Services</td></tr> <tr> <td>Schedule 11</td><td>Guarantee</td></tr> <tr> <td>Schedule 12</td><td>Staff Transfer</td></tr> <tr> <td>Schedule 13</td><td>Change Control Process</td></tr> <tr> <td>Schedule 14</td><td>Calculation of Termination Sum</td></tr> <tr> <td>Schedule 15</td><td>Not Used</td></tr> </table>	Schedule 1	Key Provisions	Schedule 2	General Terms and Conditions	Schedule 3	Definitions and Interpretations Provisions	Schedule 4	This Order Form	Schedule 5	Information Governance	Schedule 6	Security Management	Schedule 7	Standards	Schedule 8	Software	Schedule 9	Installation and Commissioning Services	Schedule 10	Maintenance Services	Schedule 11	Guarantee	Schedule 12	Staff Transfer	Schedule 13	Change Control Process	Schedule 14	Calculation of Termination Sum	Schedule 15	Not Used
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	Schedule 16	Acceptance Testing
	Schedule 17	Benchmarking
	Schedule 18	Governance
	Any additional Extra Key Provisions set out at Annex 2 below shall be incorporated into the Contract formed by the signature and completion of this Order Form.	
Framework Agreement	The Health Systems Support Framework established by NHS England for and on behalf of NHS England and other contracting authorities. (the “ Framework Agreement ”).	
Call-Off ITT	The Call-Off ITT as issued by the Authority to invite responses to the relevant mini-competition conducted under and in accordance with the Framework Agreement.	
Call-Off ITT Response	The Suppliers’ response to the relevant Call-Off ITT submitted by the Suppliers in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement and initiated by the issue of a Call-Off ITT by the Authority.	
Contract Meetings	Contract management oversight meetings will take place every fortnight. These will be in addition to: <ul style="list-style-type: none">• Weekly check-in meetings with the analysts• Weekly check-in meetings with the dashboard team• Fortnightly formal sprint reviews• Quarterly face to face planning meeting	
Fast-track Change values	Not used	
<u>Contract Term and Termination Provisions</u>		
Term of the Contract	1 st July 2023 to 30 th September 2023	
Extension of Term	None	

Unilateral Authority right of termination notice period	<i>Termination is 30 days wording</i>
Maximum Payments following Unilateral Authority right to terminate	<i>Not used</i>
Maximum Permitted Profit Margin	<i>Not used – agreed fixed cost for services to be delivered</i>
Variation to Termination Sum calculation	<i>Not used</i>
Insurance on Expiry or Termination	1) <i>unless otherwise required in the Extra Key Provisions, any ongoing liability that they have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of six (6) years from termination or expiry of this Contract; and</i>
<u>Contract Deliverables</u>	
Deliverables	<p>The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (including without limitation any item, feature, material, outcome or output). The Deliverables are described at Annex 1 Part 1 of this Order Form (“the Specification”), shall be provided from the Deliverables Commencement Date set out below in accordance with the KPIs set out in the Specification.</p> <p>Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers.</p>
Priority Deliverable	<i>All deliverables detailed in the [ref]</i>
Deliverables Commencement Date	<i>01/08/2023</i>

Services Commencement Date	01/07/2023
Goods Commencement Date	<i>Not used</i>
Long Stop Date	<i>Not used</i>
Implementation Plan	The implementation plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 4 below.
Quality Plans	Not used
Information Security Management Plan	The information security management plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 5 below, as may be amended from time to time in accordance with Schedule 6 of the Call-Off Terms and Conditions.
Insurance	<i>Employers Liability of not less than £5m (five million pounds) Public Liability £10m (ten million pounds)</i>
Supplier Specific Standards	<i>No additional standards noted</i>
<u>Premises and Property</u>	
Premises and Location(s) for the Delivery of the Deliverables	<i>Not used or to be advised</i>
Property Licence(s) and/or Lease(s) granted to the Suppliers	<i>Not used</i>
<u>Information Governance</u>	
Information Governance Provisions (Schedule 5)	<i>The Authority shall act as a Controller and the Supplier shall act as a Processor.</i>

Processing of Personal Data	<i>Not used</i>
<u>Intellectual Property Rights and Licencing</u>	
Intellectual Property	<i>All intellectual property is owned by the Authority, no variant provisions applicable.</i>
Local Health and Care Record Exemplar (LHCRE) Specific IPR	<i>Not used</i>
Supplier Owned Foreground IPR	<i>Not used</i>
Standard Licence Terms	<i>Not used</i>
Supplier Software and Third Party Software	<i>Not used</i>
<u>Contract Price and Payment</u>	
Contract Price	The price(s) to be paid by the Authority to the Suppliers for the provision of the Services, as set out in the Call-Off ITT Response and reproduced at Annex 3.
Financial Model	The Suppliers' Financial Model, submitted if required by the Authority in the Supplier's Call-Off ITT Response and reproduced at Annex 3.

Total Contract Price for the purposes of Clause 19 (Limitation of Liability)	As outlined in Annex 3 of this Order Form
Contracts conditional on the execution of a Guarantee	<i>Not used</i>
Guarantee in favour of NHSE	<i>Not used</i>
Payment Provisions	<p>The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in the Call-Off ITT and reproduced at Annex 3; and</p> <p>The level of reimbursement by the Suppliers to the Authority relating to any service credits in respect of failures by the Suppliers to meet the KPIs, as set out in the Call-Off ITT and reproduced at Annex 3.</p>

Order Form Annexes

Annex 1

Part 1: Specification

Part 2: KPI Overview

Part 3: KPIs

Part 4: Calculation of Service Credits

Part 5: Termination Trigger for Accrued KPI Failures

Part 6: Excusing Events

Annex 2

Extra Key Provisions

Annex 3

Contract Price and Payment Terms

Maximum Payments on Unilateral Termination

Supplier's Financial Model

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Implementation Plan

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Information Security Management Plan

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Supplier Solution

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Processing of Personal Data

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Board Representations and Structures

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Standard Licence Terms

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Notified Sub-Contractors

Annex 11

Supplier Software and Third Party Software

Annex 1

Annex 1 Part 1: Specification

1.1 The Deliverables

1.1.1 Programme-wide analytical support

Key deliverables and outcomes:

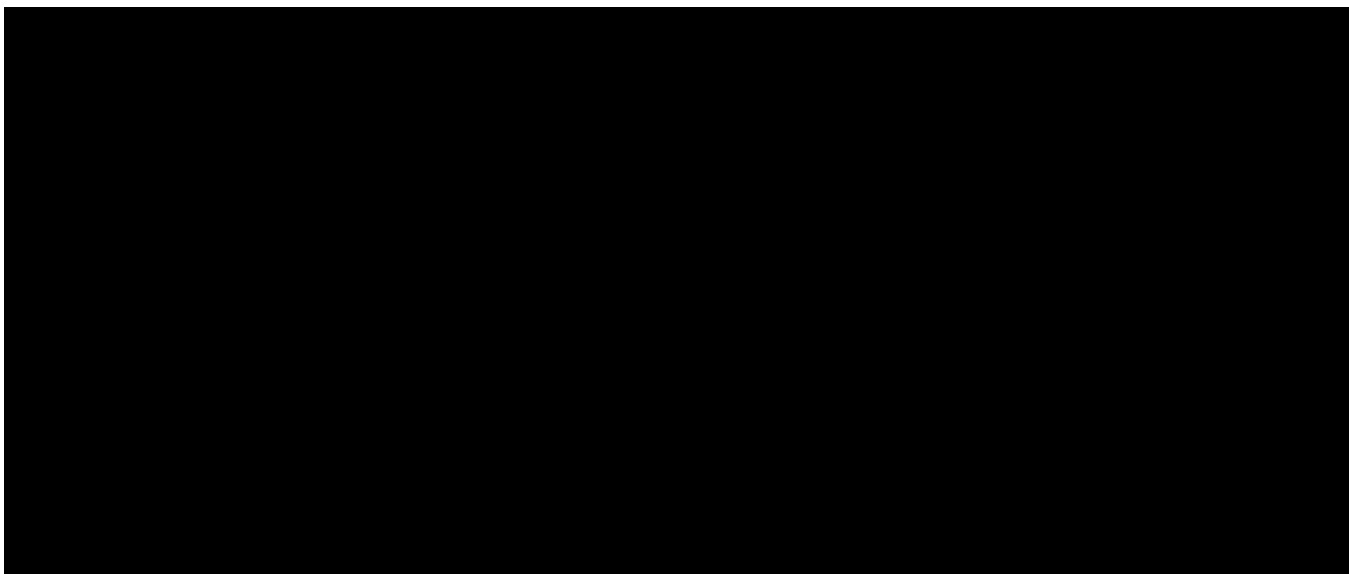
- Creation of bespoke SUS extracts identifying activity across inpatient, ECDS, outpatient and 111 datasets and to continue supporting the migration of tables and stored procedures to UDAL
- Granular analysis and deep dives into data to support ad hoc requests and identify any emerging issues relating to the impact of COVID-19 on CYP
- Exploratory analysis of trends and development of summary reports to inform strategic planning of restoration of these services, as well as inform discussions around Core20PLUS5 objectives
- Develop SOPs and technical guidance relating to analytical work to support data quality
- Iterative development and continued refinement of bespoke reporting products, e.g. CYP service restoration data packs, CYP asthma reports, CYP diabetes dashboard
- Supporting identification of clinically extremely vulnerable (CEV) patients in paediatric specialise

1.1.2 National CYP dashboard

- Key deliverables and outcomes:
 - Test and review the impact of the Tableau migration (Future NHS to NHSE Tableau) on existing publishing and data refreshing processes
 - Support the launch of comms and engagement activity surrounding the wider roll-out of the dashboard e.g. comms materials, user guides, demos and webinars
 - Set up DevOps infrastructure (now available to CYP as part of UDAL) to enable the management of user stories, prioritisation, sprint planning and deliver

- Prioritise the product backlog based on UAT feedback, programme requirements and development team capacity. Redesign the dashboard interface to improve performance of the UEC page
- Develop and build new metrics and update existing metrics based on the agreed prioritised backlog
- Run a round of user acceptance testing (UAT) ahead of another release to production

1.1.3



1.2 Division of Service provision between Suppliers/Sub-contractors

The division of the services between Suppliers (where more than one Supplier) must be consistent with the completed Supplier Matrix, subject to any assignment/subcontracting permitted by the terms of the Framework Agreement after the commencement date of the Framework Agreement.

Supplier Matrix

supplier	Service
<i>Healthcare Consulting at Royal Free London NHS Foundation Trust</i>	<i>All deliverables as detailed in 1.1</i>

Annex 1 Part 2: KPI Overview

Key Performance Indicators

- 1 During the Term of the Contract the Suppliers shall provide the Deliverables so as to meet the standard under each of the KPIs described below.

- 2 Annex 1 Part 3 of this Order Form sets 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);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.
- 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 Points 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 is a Repeat KPI Failure when the provisions of Paragraphs 9 and 10 of this Annex1 Part 2 shall apply.

Repeat KPI Failures

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 KPI 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.

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 3: KPIs

Primary KPIs

1 Primary Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Target
1	<i>Analytical support outcomes</i>	<i>Key deliverables associated with 1.1.1 and 1.1.3 in Annex 1 are completed by agreed milestone dates</i>	<i>Monthly</i>	<i>By contract completion date</i>

2	<i>Dashboard development</i>	<i>Key deliverables associated with 1.1.2 and 1.1.3 in Annex 1 are completed by agreed milestone dates</i>	<i>Monthly</i>	<i>Agreed dates in programme timelines</i>

2. Secondary Key Performance Indicators

Not used

3. Definitions

The following definitions to be utilised in the KPIs may be adapted for use in each Order Form.

SUS	<i>Secondary Uses Service</i>
CYP	<i>Children and Young People</i>
ECDS	<i>Emergency Care Dataset</i>
SOP	<i>Standard Operating Procedure</i>
UDAL	<i>Unified Data Access Layer</i>
CEV	<i>Clinically Extremely Vulnerable</i>
UEC	<i>Urgent and Emergency Care</i>

Annex 1 Part 4: Calculation of Service Credits

Calculation of Service Credits – Primary KPIs

Not used

Consequences of accruing Secondary Failure Points

Not used

Annex 1 Part 5: Termination Trigger for Accrued KPI Failures

Not used

Annex 1 Part 6: Excusing Events

Not used

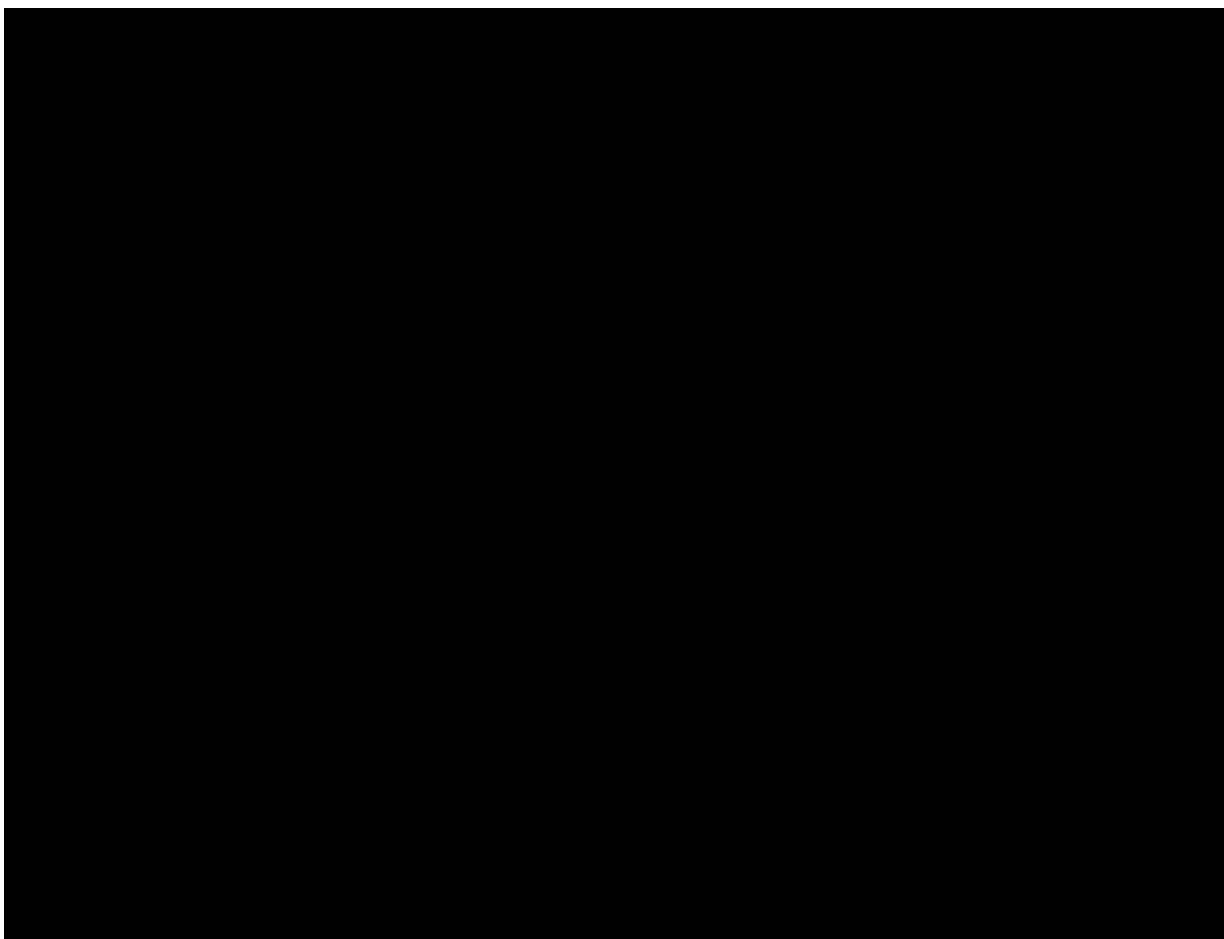
Annex 2
Extra Key Provisions

Not used

Annex 3

Contract Price and Payment Terms

Contract Price



Payment Provisions

Invoices will be paid on a quarterly basis in arrears on submission of a valid invoice.

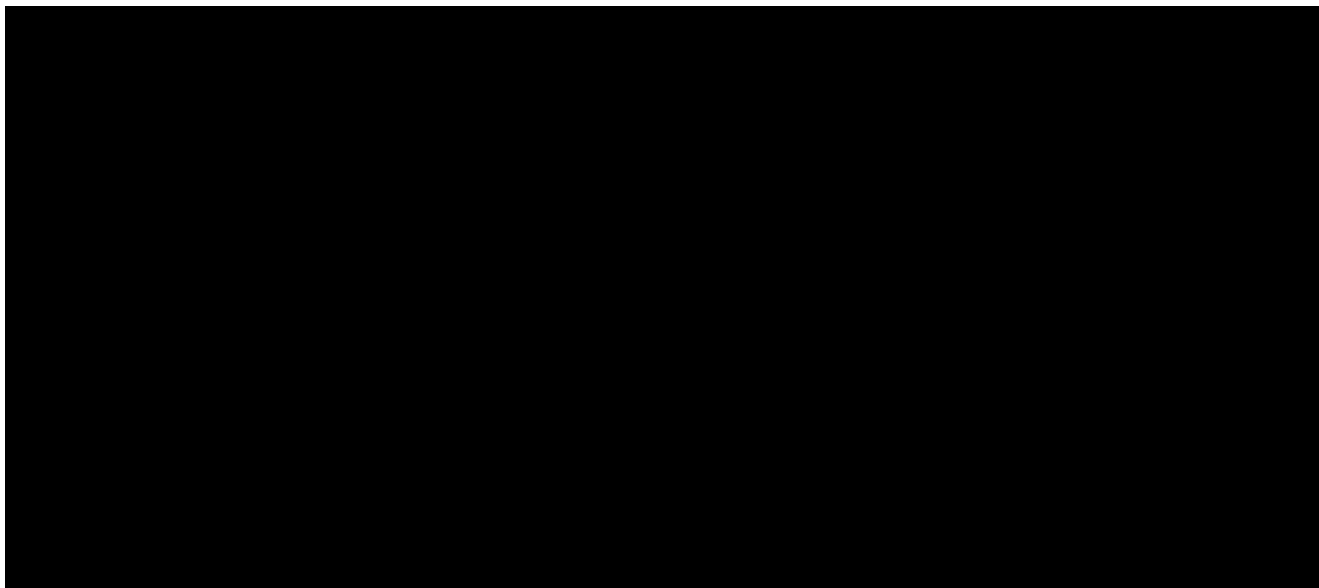
Maximum Payments on Unilateral Termination by Authority

Not used

Annex 4

Implementation Plan (if any)

High-level plan with key milestones: National CYP Dashboard



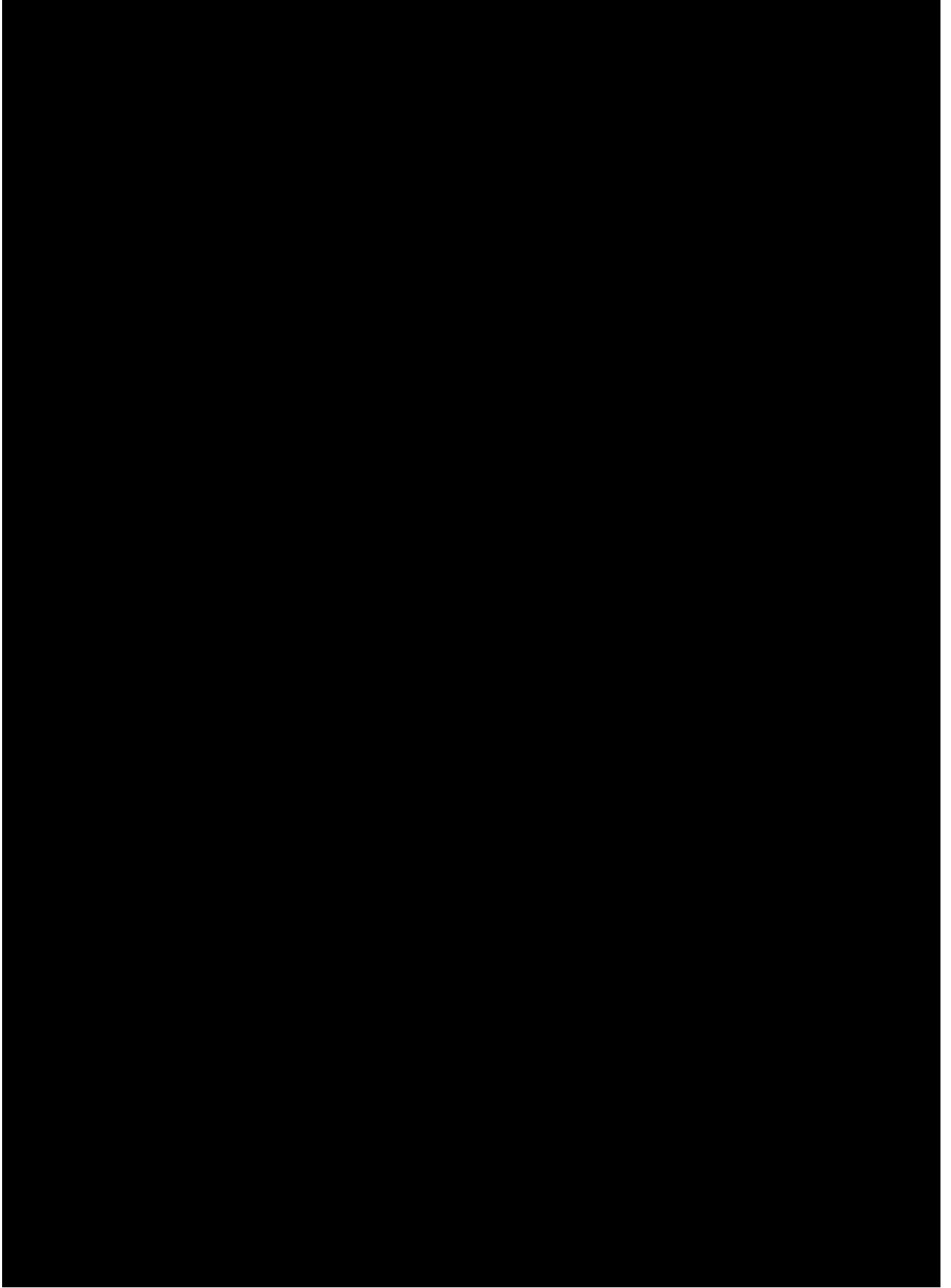
Annex 5

Information Security Management Plan

Not used

Annex 6

Supplier Solution



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Annex 7

Processing of Personal Data

Not used

Annex 8

Not used

Annex 9

Standard Licence Terms

Not used

Annex 10

Notified Sub-Contractors

Not used

Annex 11

Supplier Software and Third Party Software

Not used