

Health Systems Support Framework: Template Order Form

Order Reference Number	NHS England Reference: C102877 HSSF Reference: HSSF22-038																											
Date of Order Form	5 th September 2022																											
Authority	NHS England																											
Supplier	The Staff College																											
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 border="1"> <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> </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
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	Schedule 14	Calculation of Termination Sum	
	Schedule 15	Standard Licence Terms	
	Schedule 16	Acceptance Testing	
	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 and other organisations in relation to the provision of deliverables that may be required for the facilitation and support of sustainable transformation partnerships and/or integrated care systems (the "Framework Agreement") to which suppliers were appointed following their submission of responses to the framework ITT ("Framework ITT").		
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.		
Term of the Contract	7 months		
Extension of Term	N/A		
Unilateral Authority right of termination notice period	6 months		
Maximum Payments following Unilateral Authority right to terminate	See below		
Maximum Permitted Profit Margin	N/A		
Variation to Termination Sum calculation	N/A		
Deliverables	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) set out at Annex 1 to this Order Form ("the Specification") and shall be provided from the Deliverables Commencement Date set out below in accordance with the KPIs set out in the Specification.		

	Where the Supplier(s) are comprised of more than a single Supplier the Supplier Matrix shall indicate which portion of the Deliverables are to be provided by which of the Suppliers	
Priority Deliverable	Programme Design for each deliverable	
Deliverables Commencement Date	01/09/2022	
Services Commencement Date	01/09/2022	
Goods Commencement Date	N/A	
Long Stop Date	7 months from commencement	
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.	
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 these Call-Off Terms and Conditions.	
Insurance	Type of insurance required	Minimum cover
	Employer's liability insurance	£10,000,000
	Public liability insurance	£5,000,000
	Professional indemnity insurance	£5,000,000
Insurance on Expiry or Termination	<p>On the expiry or earlier termination of this Contract, the Suppliers are required to ensure that:</p> <ol style="list-style-type: none"> 1) 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 2) where the Deliverables or any part of them could result in liability to any patient in respect of care and/or advice funded by an NHS body, any ongoing liability that the Suppliers 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 up to twenty-one (21) years from termination or expiry of this Contract. 	



	<p>(See Clauses 20.8 and 20.9 of Schedule 2 of the Call-Off Terms and Conditions, respectively)</p> <p>Having regard to the nature of the Deliverables, the Authority should consider whether the period of 6 years (as set out in Clause 20.8) is long enough or whether liability may continue beyond this period and therefore whether a longer period should be specified.</p> <p>On the termination or expiry of the Contract, we recommend that the Authority checks that the Suppliers are complying with their obligations under Clause 20.8 and (where applicable) Clause 20.9 of Schedule 2. The Authority has the right to request documentary evidence that the appropriate insurance and/or indemnity arrangements have been put in place under Clause 20.7 of Schedule 2.</p>
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles (“Key Personnel”)	Identify any roles that are key to the supply or performance of the Deliverables and Insert the identity of any staff of the Supplier(s) who are to fulfil those Key Roles.
Premises and Location(s) for the Delivery of the Deliverables	Virtual delivery and at NHS/NHSE locations as required
Licence(s) and/or Lease(s) granted to the Suppliers	N/A
Information Governance Provisions (Schedule 5)	The Authority is the Data Controller and the Supplier is the data processor
Processing of Personal Data	See Annex 7 of this Call-Off Order Form which replaces the Annex to Schedule 5 of the Call-Off Terms and Conditions.
Intellectual Property	Please see Clause 14 of Schedule 2 of these Call-Off Terms and Conditions and insert any variant provisions.
Supplier Owned Foreground IPR	N/A
Standard Licence Terms	N/A
Acceptance Testing	<p>See Annex 8 of this Call-Off Order Form which forms Schedule 16 of the Call-Off Terms and Conditions.</p> <p>N/A</p>
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 Supplier's Financial Model, submitted if required by the Authority in the Supplier's Call-Off ITT Response and reproduced at Annex 3.		
Contract Price for the purposes of Clause 19 (Limitation of Liability)	£173,340 excluding VAT		
Guarantee	N/A		
Guarantee in favour of NHSE	N/A		
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>		
Contract Managers	Authority's Contract Manager	██████████	
	Supplier's Contract Manager(s)	██████████	
Lead Contract Manager (if applicable)	Supplier's Lead Contract Manager	██████████	
Contract Meetings	To be determined as part of the implementation phase		
Fast-track Change values	N/A		
Contract Reports – additional information	To be determined as part of the implementation phase		
Person(s) to receive notices under the Contract	Authority's nominated person and contact details for service of notices	██████████ ████████████████████ NHS England Wellington House 133-135 Waterloo Road London SE1 8UG	
	Supplier's nominated person and contact details for service of notices	██████████ Hamilton House 1 Temple Avenue Temple London EC4Y 0HA ████████████████████ ██████	

Signed by the authorised representative of each AUTHORITY (as applicable)

Name:		Authority Signature:
Position:		

Signed by the authorised representative of each of the SUPPLIERS

Name:		Supplier Signature
Position:		

Order Form Annexes

Annex 1

Part 1: Specification

Part 2: KPI Overview

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Annex 1 Part 1: Specification

1.1 The Deliverables

Background

Imaging Networks are anticipated to deliver benefits for service operations, patients and staff, and enable significant productivity and efficiency gains which are assumed within the LTP.

Implementation will require new leadership teams to be appointed for each network (23 networks anticipated) and these must be clinically led by a multidisciplinary team.

Imaging services predominately operate from sovereign acute Trust's where collaboration and cross organisational working is largely at an early stage.

In order to promote and develop the attractiveness of these complex new leadership roles; a programme of leadership development is required to support both individuals as well as new and emergent teams (often from disparate organisations).

These leadership teams will be required to navigate a currently fragmented approach to Imaging services into a common delivery model across a much wider & more complex footprint.

The resilience and influencing styles required to do this effectively will be a key enabler for the effective establishment of these new networks.

Building the clinical leadership capability in Imaging networks is a crucial stage in their development and NHS England & NHS Improvement are looking for a partner to develop a programme of support.

Requirements

Approach

We expect the successful supplier to work alongside its sponsors NHS England and NHS Improvement staff within the Improvement Directorate and regional teams.

Project Scope

To design an evidence-based Imaging Network Clinical Leadership Programme consisting of 2 cohorts to cover the geographical spread of England. The programme will both challenge and develop individual clinical leaders on gaining personal insight and understanding of how individuals can increase influence as leaders, whilst developing an Imaging Network and the complex challenges that brings. The programme will have an action learning approach and support participants to build peer-to-peer support going forward and be able to evidence the impact of their learning.

Key deliverables

An Imaging Network Leadership Programme consisting of 2 cohort to be delivered flexibly, deploying both virtual platforms and non -virtual environments.

48 spaces on 8 day clinical leadership course.

48 spaces on 3 day 'transforming your network' programme building on the learning from the first year course.

The bespoke development programme delivering modules that will address the specifications set out in the outline case.

The key deliverables of the programme will enable candidates to have:

- A broader understanding of the complex leadership and personal impact necessary to support and develop Imaging Networks.
- An understanding of themselves and how they engage and influence others.
- An understanding of local and national politics within the NHS.
- The skills to operate as part of the network leadership team and the wider context & not just solely as a clinical leader.
- The ability to be reflective, share learning and evaluate their effectiveness.
- Consideration of how this development will further support the development of a wider support network following on from the programme.
- Embedding behaviours which support the NHS values, including equality, diversity and inclusion.
- Develop an approach in supporting others to deliver complex change.

The supplier must have:

- Experience training within the context of the NHS diagnostics agenda.
- The ability to deliver a high-quality evidence based clinical leadership development programme.
- An understanding of the role of Clinical leadership in an Imaging context in supporting continuous improvement.
- Be able to promote excellence in clinical leadership across all sectors of the healthcare system.
- Understand the political environment within which healthcare providers operate
- Provide clinical leaders with the tools to benchmark their leadership practice.
- Must be able to deliver peer and one to one support for candidates.
- Learning set approach as a safe space to bring problems.
- Experienced healthcare professional leadership delivery group with expertise in multidisciplinary team training and development.
- Direct experience and nuanced understanding of the healthcare environment in the UK both from a strategic perspective as well as within the current context.
- Deliver a programme bespoke to senior clinical staff with a nuanced approach to delivery styles that can be rapidly iterated and delivered.
- An understanding of the NHS England and NHS Improvement Long Term Plan and Professor Sir Mike Richard's review ['Diagnostics: Recovery and Renewal – Report of the Independent Review of Diagnostic Services for NHS England'](#)

All Intellectual Property in the design, delivery and output will remain with the Authority. All terms of the tender regarding confidentiality and publicity shall apply.

Embedded here, the Authority's **Supplier Code of Conduct**, signed by the Supplier



1.2 Division of Service provision between Suppliers/Sub-contractors

Not used.

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.

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

Severity Levels	KPI Failure Points
Target Performance Level: 99% Minor	0
KPI Failure: 98.0% - 98.9%	1
Serious KPI Failure: 97.0% - 97.9%	2
Severe KPI Failure: 96.0% - 96.9% KPI	3
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 will in these 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.

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. $SP = 1 \times 2$). 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 3: KPIs

1 Primary KPIs

Each deliverable is detailed in the Specification above. Non-delivery of each will require a proportionate service credit

2 Secondary Key Performance Indicators

Not Used

3 Definitions

Not Used

Annex 1 Part 4: Calculation of Service Credits

Calculation of Service Credits – Primary KPIs

Not used

Annex 1 Part 5: Termination Trigger for Accrued KPI Failures

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 specified 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 the accrual of 25% of Primary KPI Failure Points in the contract period.

Annex 1 Part 6: Excusing Events

Not applicable

Annex 2
Extra Key Provisions

Not used

Annex 3

Contract Price and Payment Terms

Contract Price

£173,340 excluding VAT.

Contract Price for permitted extensions to the Term

Not applicable

Payment Provisions

A request for payment is eligible for each course/cohort completed. The cohorts are;

- 48 spaces on 8 day clinical leadership course.
- 48 spaces on 3 day 'transforming your network' programme building on the learning from the first year course.

Maximum Payments on Unilateral Termination by Authority

Costs for each completed cohort.

Name of Bidding Organisation

The Staff College: Leadership in Healthcare

6.1i. Delivery Costs	
Clinical Leadership (8 day course) – 48 delegates (2 cohorts of 24 delegates)	
Element	Cost for 2 cohorts (24 delegates/ cohort)
Programme design	
Delivery of Clinical Leadership Development Programme	
Total exc VAT	

6.1ii. Delivery Costs	
Transforming Your Network (3 day course) 48 Delegates (2 cohorts of 24 delegates)	
Element	Cost for 2 cohorts (24 delegates/ cohort)
Programme design	
Delivery of Transforming Your Network	
Total exc VAT	

6.2i Breakdown of Delivery Costs		
Clinical Leadership (8 day course) Costs for each cohort of 24 delegates		
Programme delivery	Cost per day	No. included in programme
Delivery of face to face days (0900-1700)		
Delivery of virtual shorter (0900-1500) days		
TOTAL		

6.2ii Breakdown of Delivery Costs		
Transforming Your Network (3 day course), Costs for each cohort of 24 delegates		
Programme delivery	Cost per day	No. included in programme
Delivery of face to face days (0900-1700)		
Delivery of virtual shorter (0900-1500) days		
TOTAL		

6.3i Cost per delegate		
Clinical Leadership (8 day course) – 48 delegates		
Element	Cost per training day	No. included in programme
Contribution to programme design		
Cost per delegate for face to face days		

Cost per delegate for virtual days		
TOTAL		

6.3ii Cost per delegate		
Transforming Your Network (3 day course) 48 Delegates		
Element	Cost per training day	No. included in programme
Contribution to programme design	£105.00	
Cost per delegate for face to face days	£318.75	
Cost per delegate for virtual days		
TOTAL		

6.4i Detailed breakdown of delivery costs		
Clinical Leadership (8 day course) – 48 delegates		
Face to face delivery		
Element	Cost/cohort (24 delegates)	Cost for 2 cohorts (48 delegates)
Facilitator fees and travel expenses (inc VAT)		
Accommodation		
Venue Hire and Catering		
Programme administration and course materials		
TOTAL		

6.4i Detailed breakdown of delivery costs (per cohort)		
Transforming Your Network (3 day course), 48 Delegates		
Face to face delivery		
Element	Cost/cohort	Cost for 2 cohorts (48 delegates)
Facilitator fees and travel expenses (inc VAT)		
Accommodation		
Venue Hire and Catering		
Programme administration and course materials		
TOTAL		

Grand Total for 2 Cohorts	£173,340.00
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Annex 4

Implementation Plan (if any)

To be determined prior to the commencement of the contract

Annex 5

Information Security Management Plan

Standard data protection and GDPR. All data to be returned to the Authority on the completion of the contract. Supplier to destroy all held versions.

Annex 6

Supplier Solution

Available on the e-Procurement Portal, Atamis

Annex 7

Processing of Personal Data

1. The Supplier(s) are only authorised to Process Personal Data in accordance with this Annex.
2. The Suppliers shall comply with any further written instructions with respect to Processing from the Authority from time to time.
3. Any such further instructions shall be incorporated into this Annex.

Annex 8

Acceptance Testing

Not used