

**Health Systems Support Framework: Template Order Form**

<b><u>References and Date</u></b>	
<b>Call-Off Contract Title</b>	NHS FDP Technical Support and Implementation
<b>Call-Off Contract Description</b>	Contract for the provision of Technical Support and Implementation services. Technical Support to the NHS England National Team to build the Federated Data Platform (FDP) capability and Implementation Services to support ICB's and NHS Trusts to implement their individual federated platforms, which will in turn feed into the national model.
<b>Project Reference Number</b>	C192982
<b>Contract Reference Number</b>	C254095
<b>Order Reference Number</b>	HSSF23-053
<b>Date of Order Form</b>	March 2024
<b><u>Parties and Key Persons</u></b>	
<b>Authority</b>	NHS Commissioning Board, trading as NHS England, whose principal place of business is Wellington Place, Leeds LS1 4AP.
<b>Suppliers</b>	KPMG LLP , 15 Canada Square, London, E14 5GL, UK. Aire Logic Limited, 24-26, Aireside House, Aire St, Leeds, LS1 4HT Kubrick Group, 85 Queen Victoria St, London, EC4V 4A Baringa, 62 Buckingham Gate, London, SW1E 6AJ
<b>Principal Supplier(s)</b>	KPMG LLP , 15 Canada Square, London, E14 5GL, UK
<b>Key Roles for the supply or performance of the Deliverables and the personnel who will</b>	<div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> Federated Data Platform Programme Director <div style="background-color: black; width: 230px; height: 15px; margin-top: 5px;"></div>



<b>fill those Key Roles ("Key Personnel")</b>							
<b>Contract Managers</b>	<table border="1"> <tr> <td><i>Authority's Manager</i></td><td><i>Contract</i></td><td>[REDACTED]</td></tr> <tr> <td><i>Supplier's Manager(s)</i></td><td><i>Contract</i></td><td>[REDACTED]</td></tr> </table>	<i>Authority's Manager</i>	<i>Contract</i>	[REDACTED]	<i>Supplier's Manager(s)</i>	<i>Contract</i>	[REDACTED]
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<i>Supplier's Manager(s)</i>	<i>Contract</i>	[REDACTED]					
<b>Lead Contract Manager (if applicable)</b>	Not Applicable						
<b>Person(s) to receive notices under the Contract</b>	<table border="1"> <tr> <td><i>Authority's nominated person and contact details for service of notices</i></td><td>[REDACTED] 7&amp;8 Wellington Place Leeds LS1 4AP</td></tr> <tr> <td><i>Supplier's nominated person and contact details for service of notices</i></td><td>[REDACTED] KPMG 15 Canada Sq, Canary Wharf, E14 5GL. [REDACTED] [REDACTED]</td></tr> </table>	<i>Authority's nominated person and contact details for service of notices</i>	[REDACTED] 7&8 Wellington Place Leeds LS1 4AP	<i>Supplier's nominated person and contact details for service of notices</i>	[REDACTED] KPMG 15 Canada Sq, Canary Wharf, E14 5GL. [REDACTED] [REDACTED]		
<i>Authority's nominated person and contact details for service of notices</i>	[REDACTED] 7&8 Wellington Place Leeds LS1 4AP						
<i>Supplier's nominated person and contact details for service of notices</i>	[REDACTED] KPMG 15 Canada Sq, Canary Wharf, E14 5GL. [REDACTED] [REDACTED]						
<b><i>Notified Sub- contractors in the event of a TUPE transfer at a Relevant Commencement Date</i></b>	Not applicable						
<b><u>General</u></b>							
<b>Status of Order Form</b>	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						



	<p>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>																																				
<p><b>Call-Off Terms and Conditions</b></p>	<p>The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:</p> <table border="1"> <tr><td><b>Schedule 1</b></td><td>Key Provisions</td></tr> <tr><td><b>Schedule 2</b></td><td>General Terms and Conditions</td></tr> <tr><td><b>Schedule 3</b></td><td>Definitions and Interpretations Provisions</td></tr> <tr><td><b>Schedule 4</b></td><td>This Order Form</td></tr> <tr><td><b>Schedule 5</b></td><td>Information Governance</td></tr> <tr><td><b>Schedule 6</b></td><td>Security Management</td></tr> <tr><td><b>Schedule 7</b></td><td>Standards</td></tr> <tr><td><b>Schedule 8</b></td><td>Software</td></tr> <tr><td><b>Schedule 9</b></td><td>Installation and Commissioning Services</td></tr> <tr><td><b>Schedule 10</b></td><td>Maintenance Services</td></tr> <tr><td><b>Schedule 11</b></td><td>Guarantee</td></tr> <tr><td><b>Schedule 12</b></td><td>Staff Transfer</td></tr> <tr><td><b>Schedule 13</b></td><td>Change Control Process</td></tr> <tr><td><b>Schedule 14</b></td><td>Calculation of Termination Sum</td></tr> <tr><td><b>Schedule 15</b></td><td>Not Used</td></tr> <tr><td><b>Schedule 16</b></td><td>Acceptance Testing</td></tr> <tr><td><b>Schedule 17</b></td><td>Benchmarking</td></tr> <tr><td><b>Schedule 18</b></td><td>Governance</td></tr> </table> <p>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.</p>	<b>Schedule 1</b>	Key Provisions	<b>Schedule 2</b>	General Terms and Conditions	<b>Schedule 3</b>	Definitions and Interpretations Provisions	<b>Schedule 4</b>	This Order Form	<b>Schedule 5</b>	Information Governance	<b>Schedule 6</b>	Security Management	<b>Schedule 7</b>	Standards	<b>Schedule 8</b>	Software	<b>Schedule 9</b>	Installation and Commissioning Services	<b>Schedule 10</b>	Maintenance Services	<b>Schedule 11</b>	Guarantee	<b>Schedule 12</b>	Staff Transfer	<b>Schedule 13</b>	Change Control Process	<b>Schedule 14</b>	Calculation of Termination Sum	<b>Schedule 15</b>	Not Used	<b>Schedule 16</b>	Acceptance Testing	<b>Schedule 17</b>	Benchmarking	<b>Schedule 18</b>	Governance
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<p><b>Framework Agreement</b></p>	<p>The Health Systems Support Framework established by NHS England for and on behalf of NHS England and other contracting authorities. (the “<b>Framework Agreement</b>”).</p>																																				



<b>Call-Off ITT</b>	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.
<b>Call-Off ITT Response</b>	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.
<b>Contract Meetings</b>	<p>The Supplier will be required to attend and contribute to monthly Contract Review Meetings with NHSE, which will be held virtually.</p> <p>The Supplier will be required to undertake regular meetings with Trusts to manage delivery of SOW, with the expectation for these to be delivered remotely unless specified within individual Statements of Works, which will be clearly defined where required.</p> <p>Attendance at Contract Review meetings shall be at the Supplier's own expense</p>
<b>Fast-track Change values</b>	Not Used
<b><u>Contract Term and Termination Provisions</u></b>	
<b>Term of the Contract</b>	The Call-off contract will have an initial term of 24 months from the Effective Date ("Date of Order Form").
<b>Extension of Term</b>	The Authority has the right to extend the initial term of the call-off contract on one or more occasions up to a maximum of 12 months by serving no less than three (3) months' written notice to the Supplier.
<b>Unilateral Authority right of termination notice period</b>	One (1) month
<b>Maximum Payments following Unilateral Authority right to terminate</b>	Not Used
<b>Maximum Permitted Profit Margin</b>	Not Used
<b>Variation to Termination Sum calculation</b>	Not Used



<b>Insurance on Expiry or Termination</b>	<p>On the expiry or earlier termination of this Contract, the Suppliers are required to ensure that:</p> <ol style="list-style-type: none"> <li>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</li> <li>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.</li> </ol> <p>(See Clauses 20.8 and 20.9 of Schedule 2 of the Call-Off Terms and Conditions, respectively)</p>
<p style="text-align: center;"><b><u>Contract Deliverables</u></b></p>	
<b>Deliverables</b>	<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. The Deliverables described within any future agreed Statements of Work, shall be provided from the Deliverables Commencement Date set out within the agreed Statements of Work in accordance with the KPIs set out in the agreed Statements of Work.</p>
<b>Priority Deliverable</b>	<ul style="list-style-type: none"> <li>• Delivery of User Adoption Strategy</li> <li>• Delivery of Change Management and Training</li> <li>• Delivery of Testing and Compliance Strategy</li> <li>• Delivery of Statements of Works as outlined as per specific requirements.</li> </ul>



<b>Deliverables Commencement Date</b>	The Effective Date ("Date of Order Form") or as agreed within the Statements of Work
<b>Services Commencement Date</b>	The Effective Date ("Date of Order Form") or as agreed within the Statements of Work
<b>Goods Commencement Date</b>	N/A – Not Used
<b>Long Stop Date</b>	As agreed within the Statements of Work
<b>Implementation Plan</b>	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.
<b>Quality Plans</b>	N/A
<b>Information Security Management Plan</b>	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.
<b>Insurance</b>	Insurance levels are as stated in Clause 20 of Schedule 2 (General Terms and Conditions)
<b>Supplier Specific Standards</b>	The Supplier is required to comply to the standards listed in Schedule 7. If there are any additional standards that will apply to a specific Statement of Work, then these will be set out in the Statement of Work.
<b><u>Premises and Property</u></b>	
<b>Premises and Location(s) for the Delivery of the Deliverables</b>	Services will be on site where required. This will be identified and agreed in Statements of Work



<b>Property Licence(s) and/or Lease(s) granted to the Suppliers</b>	If applicable this will be agreed within the Statements of Work
<b><u>Information Governance</u></b>	
<b>Information Governance Provisions (Schedule 5)</b>	The default position under the Call-Off Terms and Conditions is that the Authority shall act as a Controller and the Supplier shall act as a Processor.
<b>Processing of Personal Data</b>	It is not anticipated that the deliverables will include the processing of any Personal Data. If there is a requirement for Personal Data to be processed as part of a Statement of Work (SoW), this will be set out in the SoW and Annex 7 of the Order Form will then be completed.
<b><u>Intellectual Property Rights and Licencing</u></b>	
<b>Intellectual Property</b>	No amendments are to be made to clause 14.
<b>Local Health and Care Record Exemplar (LHCRE) Specific IPR</b>	<p>Where the Contract concerns LCHREs, the Authority shall own the Foreground IPR. For the avoidance of doubt, Clauses 14.6, 14.14 and 14.15 of Schedule 2 of the Call-Off Terms and Conditions shall not apply.</p> <ol style="list-style-type: none"> <li>1. The Authority hereby grants to the Suppliers a royalty-free and fully paid up, non-exclusive, perpetual, sub-licensable licence to use the Foreground IPR, any Output and any Specially Written Software for any purpose.</li> <li>2. The Suppliers shall not charge any NHS Beneficiary for the right to use the Foreground IPR, any Output and any Specially Written Software for the NHS Beneficiary's use for any purpose for the NHS Beneficiary's own benefit, and including, without limitation, the NHS Beneficiary's right to sub-licence to any third party as is reasonably necessary for such use.</li> </ol>
<b>Supplier Owned Foreground IPR</b>	Not applicable



<b>Standard Licence Terms</b>	Not applicable.
<b>Supplier Software and Third Party Software</b>	<i>Not applicable</i>
<b><u>Contract Price and Payment</u></b>	
<b>Contract Price</b>	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.
<b>Financial Model</b>	The Suppliers' Financial Model, submitted if required by the Authority in the Supplier's Call-Off ITT Response and reproduced at Annex 3 (Document 5: Commercial Document)
<b>Total Contract Price for the purposes of Clause 19 (Limitation of Liability)</b>	As outlined in Annex 3 of this Order Form
<b>Contracts conditional on the execution of a Guarantee</b>	N/A – No guarantee required
<b>Guarantee in favour of NHSE</b>	N/A – No guarantee required
<b>Payment Provisions</b>	<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>



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



Full Name: [Redacted]

Job Title/Role: CFO

Date Signed: 14/03/2024

**Signed by the authorised representative of each of the SUPPLIERS**



Full Name: [Redacted]

Job Title/Role: Partner

Date Signed: 12/03/2024



## 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

### **Annex 4**

Implementation Plan

### **Annex 5**

Information Security Management Plan

### **Annex 6**

Supplier Solution

### **Annex 7**

Processing of Personal Data

### **Annex 8**

Board Representations and Structures

### **Annex 9**

Standard Licence Terms

### **Annex 10**

Notified Sub-Contractors

### **Annex 11**

Supplier Software and Third Party Software



## **Annex 1**

### **Annex 1 Part 1: Specification**

#### **1. PURPOSE**

- 1.1 NHS England (NHSE) is seeking to procure a Supplier to provide Technical Support and Implementation services to the NHSE National Team, Integrated Care Boards (ICBs) and NHS Trusts in England to implement the Federated Data Platform (FDP) software which NHSE has recently procured.
- 1.2 The Supplier is required to support the NHSE Data Services team to not only build the Federated Data Platform (FDP) capability, but enhance the Data Service functions, platforms and integrating services to support the transformation change.
- 1.3 The Supplier is also required to support ICBs and Trusts in implementing their individual federated platforms, which will in turn feed into the national model.
- 1.4 Due to the nature of the services NHS England will require the supplier to provide onshore services unless otherwise specified.

#### **2. BACKGROUND TO THE CONTRACTING AUTHORITY**

- 2.1 The NHSE Office of Chief Data & Analytics Officer was established to provide system wide leadership for analytics and informatics programmes across the NHS. This includes supporting the NHS to deliver better health and care to citizens and patients through the use of data and analysis. To support resolution of these issues, NHSE are supporting the delivery of a number of initiatives including System Control Centres, Waiting List Optimisation, Dynamic discharges and implementation of the Federated Data Platform (FDP) once procurement activity completes. These initiatives will support the investment in the development of an enduring Federated Data Platform, owned and controlled by the NHS, which will unlock the value of NHS data.
- 2.2 The Federated Data Platform will enable the transformation of population health, care coordination and service delivery in the NHS by building on the learnings of the past two years, as well as harnessing well understood advances in data management and analysis. Through docking into existing infrastructure (e.g. Trust EPR systems) and connecting local provider instances (repositories of data) the platform will ensure that control of data does not change and remains with the organisations responsible for, and close to, the delivery of care. Through doing so, secure end-to-end data flows will be created to deliver both national and local use cases addressing the vast number of pressing challenges facing the NHS. The national Federated Data Platform will not draw the entirety of data from Trust tenant sources automatically, with data feed extractions proportionate and outlined in clearly defined use cases, for example where National services require new data relating to waiting times for specified elective care pathways. This will ensure compliance with relevant Information Governance and Data Protection legislation, with Trusts retaining ownership of data.



- 2.3 The platform will enable Integrated Care Boards to place citizens at the centre of decision making so that the biggest challenges faced in modern health and care can be tackled head-on: inequalities will be visible and addressable, programmes of work tackling the backlog will be trackable, and “form filling and situational reports” will be reduced. The ambition is that every Trust and ICS will have their own ‘federated’ platform which will work alongside their existing systems to enable consistent standards and bring information into one place so that staff are better able to coordinate, plan and deliver high quality care. For example, if every Trust and ICS has its own independent platform instance that can interact with the national platform where required to fulfil specific, predetermined national use cases, which will allow NHS staff to understand in near real time how many patients are in hospital, how long patients are waiting for critical treatments, where pressure points are, etc.
- 2.4 A well-functioning Federated Data Platform has wide-ranging potential benefits for NHS England and the health system, including:
- 2.4.1 Reduced mortality from preventable diseases and errors
  - 2.4.2 Improved targeting of health inequalities in the way services are recovered
  - 2.4.3 Reduced hospital admissions from long-term conditions
  - 2.4.4 Higher surgical theatre utilisation
  - 2.4.5 Reduced costs of wasted medication
  - 2.4.6 Reduced resourcing costs on reporting and information governance
  - 2.4.7 Reduced cost of missed elective procedures
  - 2.4.8 Reduced procurement costs
  - 2.4.9 Reduced social care costs.
- 2.5 Frequently asked questions about the Federated data platform (FDP) can be found here: <https://www.england.nhs.uk/digitaltechnology/digitising-connecting- and-transforming-health-and-care/fdp-faqs/#:~:text=What%20will%20the%20Federated%20Data,one%20safe%20and%20secure%20environment.>

### 3 DEFINITIONS

Expression or Acronym	Definition
FDP	Federated Data Platform
ICB	Integrated Care Board
ICS	Integrated Care System
SoW	Statement of Work
EPR	Electronic Patient Record
PMO	Programme Management Office
IECCPP	Improving Elective Care Co- ordination for Patients Programme





SLA	Service Level Agreement
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#### 4 SCOPE OF REQUIREMENT

- 4.1 This procurement seeks to appoint a Supplier to act as a Prime Contractor, with the ability to provide sufficient resources to support the variable nature of the requirements, as well as the volume of activity required. The supplier may provide the services itself or sub- contract parts of the service provision.
- 4.2 The Supplier will be required to support Trusts in implementing their individual federated platforms, which will in turn feed into the national model. Statements of Works (SoW) will be issued to the awarded Supplier for clearly defined work packages, which will support delivery within clearly defined parameters, examples of which will include (but not limited to):
  - 4.2.1 ICB level SoW across multiple Trusts and wider partners;
  - 4.2.2 Trust groupings based upon clearly identifiable criteria, such as commonality of ICT solutions;
  - 4.2.3 Implementation programmes at a wider scale, e.g. sub-regional, to support a number of ICB partners.
- 4.3 The SoW will set out the specific outputs and deliverables.
- 4.4 SoW requirements will differ depending on the size and number of Trusts and other partners included within each request, local resources and the complexity of their system/s.
- 4.5 The Supplier will be required to provide their proposed solution and pricing for each SoW issued to them on the SoW form, to be approved by the Buyer. The rates proposed by the Supplier for each SoW must be in line with their rate card for this call-off contract.
- 4.6 The Supplier must be ready to provide robust technical skills paired with deep knowledge of the NHS across national, regional and local levels. This is imperative to ensure that local ICB and Trust data capabilities are analysed appropriately, with a deep understanding of the technical details and actions required to achieve local and national Federated Data.
- 4.7 Given the pressures the NHS are working under, the Supplier will be expected to demonstrate the ability to deliver at pace, responding promptly to Statements of Work requiring delivery to challenging timescales. The Supplier will have a proven track record of enabling NHS ICB's and Trusts, or other similar groups of organisations readiness for the deployment of new data/digital tools as well-established credentials for driving improvements to operational practices with proven outcomes.
- 4.8 The Supplier will need to offer multidisciplinary services, with a proven ability to provide dynamic access to a flexible and scalable resource pool across a wide range of skills at short notice to service multiple NHS sites. The Supplier at a minimum will need to demonstrate extensive expertise and experience in:



- 4.8.1 Healthcare stakeholder management.
  - 4.8.2 Healthcare continuous improvement and operational excellence in line with the NHS Impact initiative  
<https://www.england.nhs.uk/nhsimpact/about-nhs-impact/>
  - 4.8.3 Working with modern data tools to address NHS challenges such as: waiting list management, workforce planning, performance management and continuous improvement.
  - 4.8.4 Supporting clinical and operational users to adopt digital and data solutions to improve outcomes.
- 4.9 The following are the essential skills and experience required from the Supplier for them to successfully deliver this:
- 4.9.1 Resources**
- 4.9.2 Resources available and of sufficient breadth to meet the needs outlined in this specification.
  - 4.9.3 Ability to act as a Prime Contractor with the ability to provide sufficient resources to support the variable nature of the requirements, as well as the volume of activity required as set out in this specification or in future SoWs. The supplier may provide the services itself or sub-contract parts of the service provision.
  - 4.9.4 The Supplier will be required to work in rainbow teams (i.e. a mix of NHSE and Supplier staff).
- 4.10 In additional the Prime Contractor organisation should meet the following criteria:

**4.10.1 Technical Skills and Experience**

- 4.10.2 Ability to develop and deploy data driven tools with a broad range of skills and expertise in industry leading technologies.
- 4.10.3 Demonstrated track record of successfully deploying and maintaining tools for national, regional and local healthcare organisations.
- 4.10.4 Demonstrated track record of designing and launching effective capability programmes focused on analytics.
- 4.10.5 Deep understanding of NHS England, including how it manages planning and delivery and direct experience working with NHS England or a similar organisation.
- 4.10.6 Strong problem-solving ability for both technical and non- technical applications, with robust systems, methodologies, tools and protocols in place.
- 4.10.7 PMO / Agile skills in analytics product delivery environment.
- 4.10.8 Excellent knowledge of the integrated planning tool environment or similar.
- 4.10.9 Analytical product delivery, performance and management experience.

**5 THE REQUIREMENT**

- 5.1 As stated in table 1 below.



Table 1

Requirements Table			Skills/ Experience Required
Ref	Requirement	Responsibilities	
1	<p><b>Core Services</b></p> <p><b>Core Services are Services that NHS England will have the option to call-off from the contract commencement date and throughout the life of the call-off contract without a requirement for a specific Statement of Works to be drafted and agreed. It is expected that if required, the Supplier will deliver the core services alongside the NHS England Data Services Teams.</b></p>		
1.1	<p><b>User adoption strategy and delivery for existing and new data products, including enabling local adoption of nationally provided solutions.</b></p> <p>The Supplier will be responsible for driving user adoption strategy to enable existing and new data products to be successful, specifically focusing on healthcare operational transformation, continuous improvement, and the utilisation of data to improve operations, like for example better waiting list management. This includes designing and implementing relevant user training, creating user documentation, and providing tailored support to non-technical users to effectively leverage digital tools. This should consider the local differences and adapt adoption to suit their needs.</p>	<ul style="list-style-type: none"> <li>• Working with NHSE central and regional teams and Trusts to support the adoption of new tools.</li> <li>• Develop user guides, technical guidance, and documentation to support user adoption.</li> <li>• Deliver technical and non-technical training to operational and non-technical teams on elective recovery tooling.</li> <li>• Gather systematic feedback from end users and supporting technical development teams to document and prioritise feature enhancements.</li> <li>• Focus on user requirements and ensuring that the tools are built, delivered and presented in a way that is most appropriate to stakeholders to solves their challenges.</li> <li>• Promote best practice use of nationally provided solutions to maximise operational and clinical impact.</li> <li>• Support with benefits measurement, tracking and realisation.</li> <li>• Continually evaluate and enhance efficacy of tools, demonstrating a commitment to continuous improvement during the lifecycle of the contract.</li> </ul>	<ul style="list-style-type: none"> <li>• Experience in delivering relevant user adoption work.</li> <li>• Understanding the NHS landscape and context</li> <li>• Experience with elective recovery guidance and tools</li> <li>• Expertise in designing and delivering continuous improvement initiatives.</li> <li>• Experience with local training and adoption programme's within the NHS</li> <li>• Proven ability to communicate to non-technical audiences especially operational teams within the NHS about the use of digital tools.</li> <li>• Business analyst and requirements gathering</li> </ul>



	<p>The Supplier will develop and execute strategies to promote the local adoption of nationally provided solutions, with a particular focus on digital transformation in healthcare. This entails customising solutions to meet local needs, providing training and support tailored to healthcare settings, and collaborating closely with local teams to ensure successful implementation.</p>		
1.2	<p><b>Establishing a testing and assurance function</b></p> <p>The Supplier will work with the NHSE data team to establish a robust testing and assurance function to ensure the quality and reliability of the data analytics solutions being deployed. This function will include developing testing protocols specific to the relevant healthcare operational transformation tools, defining quality assurance standards, and implementing a comprehensive review and assessment processes.</p>	<ul style="list-style-type: none"> <li>• The Supplier will undertake Discovery phase to develop a recommended FPD Testing and Assurance strategy. The strategy will seek to apply industry best practice to NHS requirements.</li> <li>• Definition of testing standards, to be applied and measured across projects.</li> <li>• Programme test management, including ownership of Testing Strategy and third-party testing.</li> <li>• Test assurance services, to review Supplier testing products and activities, which will be applied throughout the change delivery projects.</li> <li>• Quality assurance of all delivery by third party providers ensuring digital, technical, clinical and AI assessments are completed prior to deployment.</li> <li>• Support delivery of Testing and Assurance function where required.</li> </ul>	<ul style="list-style-type: none"> <li>• Proven ability to define and implement organisational testing policy or standards.</li> <li>• Experience of testing on a variety of projects and programme's, in regulated or healthcare domains.</li> <li>• Proven experience of testing service delivery including functional and non-functional testing, automated testing, accessibility testing, and security testing.</li> <li>• Proven programme level test management capability, including overall ownership of test strategy and testing phases.</li> <li>• Experience of providing client-side test assurance services.</li> <li>• Experience of providing digital accessibility testing and</li> </ul>



			assurance services, including assessments and certification against relevant standards.
1.3	<p><b>Designing and implementing data standards</b></p> <p>The Supplier will help to design and implement data standards specific to healthcare, ensuring compatibility and interoperability and implementing robust data quality control measures across the evolving product suite. This includes developing data governance policies and procedures and helping to manage metadata and taxonomy changes to ensure they are relevant to the healthcare context and in line with existing NHS data sharing and interoperability protocols. The Supplier should support the development of assurance, change and management of the canonical data models at a national, ICB and Trust level.</p>	<ul style="list-style-type: none"> <li>• Work with wider NHSE teams to identify data models and associated standards to ensure interoperability between solutions developed and being developed on the platform, and with other key NHSE data solutions.</li> <li>• Design and implement data governance policies, processes, and controls to ensure appropriate sharing, storage and retention of data within solutions on the platform and shared between wider NHSE data solutions.</li> <li>• Assess current data quality and related processes to design and implement tools and processes, and to upskill NHSE teams as required to improve data quality in a sustainable manner.</li> <li>• Establish governance and processes to support the change and evolution of standard data models.</li> </ul>	<ul style="list-style-type: none"> <li>• Proven ability to design and implement data governance processes in a regulated environment or healthcare domains.</li> <li>• Experience of healthcare and wider industry data models and standards.</li> <li>• Experience of health and wider industry standards and best practice on assessing and improving data quality.</li> </ul>
1.4	<p><b>Onboarding and supplementing new supplier/ sub-contractor personnel</b></p> <p>The Supplier is required to support the onboarding of all of its personnel working on the contract and sub-contractor personnel and work with</p>	<ul style="list-style-type: none"> <li>• Provide all supplier/ sub-contractor personnel working on the contract with entry packs to bring them up to speed on team goals and deliverables.</li> <li>• Provide training and support based on national tooling.</li> </ul>	<ul style="list-style-type: none"> <li>• Understanding of NHS data and NHS data and platform strategy.</li> <li>• Experience with onboarding and training new teams.</li> <li>• Expert resource pool including data engineering, architecture, AI, data</li> </ul>



	<p>them to rapidly establish effective ways of working within the NHSE Data Services team. This includes providing training and support tailored to delivering health data solutions and enabling healthcare operational transformation. The Supplier will help to facilitate the seamless integration of new teams, ensuring alignment with the organisation's data strategy and transformation goals. The Supplier on occasion may be required to provide technical specialists to support the delivery and implementation of services and embedding them into the data service function.</p>	<ul style="list-style-type: none"> <li>• Support with context, health, health data and continuous improvement knowledge transfer.</li> <li>• Provide specialist knowledge advice and knowledge to enable NHS Data Services teams to adopt new ways of working, ready for transformation change of data services.</li> <li>• Provide specialist skills for hard-to-reach areas and complex services to support NHS E becoming the best data driven service in the world.</li> </ul>	<p>federation, data science and data operations.</p> <ul style="list-style-type: none"> <li>• Experience in transformational change in a digital and data organisation.</li> </ul>
1.5	<p><b>Implementing sustained change through a continuous improvement method with local teams to support data driven transformation.</b></p> <p>On the back of NHS Improving Patient Care Together (NHS IMPACT), the new single, shared approach to improvement launched in April 2023, the Supplier will enable Trusts to drive continuous improvement of relevant operational practices by for example enabling the deployment of the IECPPP tools using the key features of this improvement approach. Specifically, Suppliers will enable Trusts to:</p>	<ul style="list-style-type: none"> <li>• Provision the initial capacity and capability with experienced personnel to embed continuous improvement into the management systems and processes associated with new data solutions like the IECPPP suite.</li> <li>• Support Trust staff developing their capability to apply the improvement methodology as the adopt new data solutions, including relevant training, coaching and on the job delivery support.</li> <li>• Provide a clear handover plan of capability and ownership for the Trusts to continue to embed, sustain and generate improvements with new data solutions like the IECPPP suite that last beyond the initial period of NHSE support.</li> </ul>	<ul style="list-style-type: none"> <li>• Experience of delivering Board to ward Continuous Improvement programme's in the NHS (or similar)</li> <li>• Experience of helping align programme's with Trust vision and strategy (or similar)</li> <li>• Experience of teaching improvement methodologies in the NHS (or similar)</li> <li>• Experience of implementing continuous improvement within NHS management systems and processes (or similar)</li> <li>• Experience of combining operational continuous improvement initiatives alongside the deployment of data/solutions</li> </ul>



	<ul style="list-style-type: none"> <li>Align the deployment of data solutions like the FDP and other Data Solutions to the five principles of the NHS IMPACT approach: 1) Building a shared purpose and vision; 2) Investing in people and culture; 3) Developing leadership behaviours; 4) Building improvement capability and capacity; and 5) Embedding improvement into management systems and processes.</li> <li>Create improvement capacity and capability within the staff who will use such tools to drive improvements in outcomes like a reduction in the waiting list.</li> <li>Embed continuous improvement into relevant management systems and processes they will need to use when deployment new data solutions like the IECPP Suite</li> </ul>		<ul style="list-style-type: none"> <li>Experience of delivering improvements to relevant operational/clinical outcomes (e.g., waiting list reduction, capacity utilisation).</li> </ul>
1.6	<p><b>Supporting the delivery of elective recovery products and technologies to local organisations</b></p> <p>The Supplier will enable NHS ICB and Trusts to access and operationalise products and tools to achieve sustained operational transformation. This will</p>	<ul style="list-style-type: none"> <li>Act as the first point of contact to ensure the roll out at the Trust runs smoothly and efficiently.</li> <li>Develop and maintain good working relationships with the Regional Delivery Manager and staff within the Trusts.</li> <li>Monitor performance, activity and other project relevant information such as funding.</li> </ul>	<ul style="list-style-type: none"> <li>Experience of managing complex processes.</li> <li>Experience of delivering change within the NHS (or similar organisation).</li> <li>Experience of managing data implementation initiatives and programme's.</li> </ul>



	include support with onboarding, training, workshop facilitation and knowledge transfer on best practice. The expected Supplier will have extensive knowledge on how to implement best practice and relevant tool including a track record for successfully operationalising improved practices to achieve benefits quickly.	<ul style="list-style-type: none"> <li>• To be a source of advice and knowledge on education and training matters to clinical staff and managers</li> <li>• Develop and deliver training to the deployment teams so they can train locally within the Trust.</li> </ul>	<ul style="list-style-type: none"> <li>• Experience working in a multi-disciplinary team.</li> <li>• Experience of training users in modern solutions within an NHS context (or similar)</li> <li>• Experience supporting elective recovery programme's.</li> </ul>
<b>2</b>	<b>Services to be requested via Trust-Level Statements of Work</b>		
<b>2.1</b>	<p><b>Supporting regional and local helpdesks, service centres, and technical teams</b></p> <p>The Supplier will support Trusts in the set-up of local helpdesks, service centres, and technical teams providing support to the NHSE data services and associated programmes like the IECPP. This includes developing support protocols for new features and products, training the existing teams and ensuring an effective transition into delivery of support services to the expected standards and SLAs.</p>	<ul style="list-style-type: none"> <li>• Upskilling local service desks and providing hands on support and training to ensure services are adopted into their local service operations.</li> <li>• Assess support requirements and common user challenges in an operational environment.</li> <li>• Design, create and deliver training and coaching support to existing helpdesk teams to implement new support protocols effectively.</li> <li>• Design and implement post-release monitoring framework to assess adoption levels across the business and the effectiveness of release support provided, with feedback loop into future release approaches.</li> <li>• Assess existing and planned helpdesk provision to support specific products and programmes, making recommendations on potential areas for improvement.</li> </ul>	<ul style="list-style-type: none"> <li>• Extensive experience delivering helpdesk functions to end-users of new technology products at a national scale within a regulated or healthcare setting, including delivery of measurable operational improvements.</li> <li>• Proven ability to design and deliver training to upskill and coach support teams in adoption of new protocols.</li> <li>• Demonstrable experience of successfully embedding change and delivering against Industry-standard SLAs within an operational service desk environment.</li> <li>• Experience of managing a service desk and standing up service desk and service management operations aligned to ITIL V4.0.</li> </ul>





2.2	Data Quality Analyst Support	<ul style="list-style-type: none"> <li>• Work with ICB/Trust technical teams to clean data ready for ingestion into the solution</li> </ul>	<ul style="list-style-type: none"> <li>• Experience of data quality activities</li> <li>• Key data interpretation skills</li> </ul>
		<ul style="list-style-type: none"> <li>• Identify and consolidate Trust data sources.</li> <li>• Provide data quality advice and guidance to other colleagues in the Trusts.</li> <li>• Feedback changes that will need to be made to data management within trusts.</li> </ul>	<ul style="list-style-type: none"> <li>• Understanding of NHS data sets applicable to the Federated Data Platform</li> <li>• Key deliverables:               <ul style="list-style-type: none"> <li>• Baseline data [Technical Onboarding]</li> <li>• Ongoing data quality management [BAU]</li> </ul> </li> </ul>
2.3	Operational Delivery	<ul style="list-style-type: none"> <li>• Support the change at a Trust level, including sharing the solution in meetings, demos and 1-2-1 sessions.</li> <li>• Support with mapping existing operational process to the solution.</li> <li>• Support with local IT, IG and Business adoption, championing the services and ensuring the solution can be fully adopted.</li> <li>• Establishing local benefits monitoring and ensuring maximum benefits realisation.</li> <li>• Supporting service integration services at National, ICB and Trust level, ensuring all Suppliers deliver optimum services.</li> <li>• Responsible for adoption in chosen specialty.</li> <li>• Provide feedback and data for monitoring of progress, activity and other relevant information.</li> </ul>	<ul style="list-style-type: none"> <li>• Experience of delivering change within the NHS (or similar)</li> <li>• Key deliverables:               <ul style="list-style-type: none"> <li>• Training in chosen specialty (Hypercare)</li> </ul> </li> </ul>





2.4	<b>Trainers and Business Change</b>	<ul style="list-style-type: none"> <li>Develop and deliver training to the deployment teams (NHS England staff that will support the delivery of the service) so they can train locally within the Trust.</li> </ul>	<ul style="list-style-type: none"> <li>Evidence of working within professional multi-disciplinary team</li> <li>Experience of training users in a digital system</li> <li>Good understanding of digital systems</li> </ul>
		<ul style="list-style-type: none"> <li>Embed the change and support with business change and operational embedding of the services.</li> <li>Ensure that Training and Business Change Strategies are implemented locally in line with programme requirements.</li> </ul>	<ul style="list-style-type: none"> <li>Experience of business change, successful adoption of digital services.</li> <li>Key deliverables:</li> <li>Training across specialities (Technical onboarding/Hypercare)</li> <li>Adoption across specialities</li> <li>Development of business change function.</li> <li>Development of training and education function for data services.</li> </ul>

Key Success Criteria		
Ref	Criteria	Success measures
1	<b>Enabling Self-Sufficiency of the Central Data Services Team</b> The Supplier should empower the central data services team to operate independently, with a focus on enabling healthcare operational transformation and continuous improvement through the deployment of new data tools. This includes providing comprehensive training and tools, facilitating knowledge transfer specific to healthcare settings, and equipping the team to maintain and further develop the data analytics solutions.	<ul style="list-style-type: none"> <li>Knowledge acquisition metrics for relevant solutions and programmes</li> <li>Real world application by the NHSE data services team of newly established or improved processes or practices enabled by the Supplier.</li> <li>NHSE data services team feedback</li> <li>Time to proficiency of NHSE data services team in relation to relevant tasks and or work areas</li> </ul>



2	<p><b>Benefits Realisation at Pace</b></p> <p>The Supplier should ensure that the benefits of the data analytics solutions, particularly in driving data driven improvements in clinical and operational practice are realised quickly. This requires efficient deployment of resources, detailed understanding of national tooling and experience delivering operational improvement locally.</p>	<ul style="list-style-type: none"> <li>• Relevant outcome improvements like for example: waiting list reduction, new process adoption, workforce and or capacity efficiency gains.</li> <li>• Cost reduction or avoidance</li> <li>• Process harmonisation and or streamlining</li> </ul>
3	<p><b>Experience with user adoption within the NHS (or similar organisation)</b></p> <p>The Supplier should ensure that operational stakeholders and users of national tooling are comfortable, confident and see operational benefit in using new systems and tools that are rolled out. The delivery of services should have a key focus on users and as a measure of success, their adoption of new tools and ways of working. This requires experience working in multi-disciplinary teams, delivering products with a positive user experience focus and experience with product delivery across multiple sites.</p>	<ul style="list-style-type: none"> <li>• Number and speed of successful site adoption for new and existing solutions</li> <li>• NHS trust and regional team feedback</li> </ul>
4	<p><b>Experience with operational transformation and continuous improvement within the NHS (or similar organisation)</b></p> <p>The Supplier should have extensive experience of driving operational transformation and embedding a continuous improvement culture with NHS Trusts (or similar) across all levels of the organisation (Board to Floor). This experience should align to the key features of NHS IMPACT so that tools like the IECCP suite can be used as an example of NHS IMPACT in action, enabled by data driven insights.</p>	<ul style="list-style-type: none"> <li>• Implementation of new process aligned to overall Trust vision and strategy.</li> <li>• Measurable improvements in patient access, quality and or outcomes</li> <li>• Assessed proficiency of NHS Trust implementation data/digital tools in line with the NHS IMPACT approach</li> </ul>



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**6 KEY MILESTONES AND DELIVERABLES**

6.1 The following Contract milestones/deliverables shall apply:

Ref	Section of specification the milestone/deliverable relates to	Description	Timeframe or Delivery Date
1	Requirement 1.1, 1.2, 1.3, 2.1, 2.2, 2.3	Programme team established	Within 4 weeks of contract award
2	Requirements 1.1, 1.2, 1.3, 2.1, 2.2, 2.3	Core delivery units identified and established	Within 4 weeks of Contract Award
3	Requirement 2.3	Identification of Trust pipeline and SOW delivery units	Within 4 weeks of Contract Award
4	Requirement 1.3	Establishment of initial Data Standards model for iteration alongside NHSE Teams	Within 4 months of award of contract
5	Requirement 1.1	Change Management, and Training Strategy agreed	Within 3 months of award of contract
6	Requirement 1.1	User adoption strategy developed and presented to programme board for approval	Within 3 months of award of contract
7	Requirement table 1.2	Testing and roll-out compliance checklist agreed	Within 3 months of award of contract
8	Requirement table 1.2	Testing function established	Within 3 months of contract award
9	Requirement 2.3	Implementation for 20 Trusts completed	Within 6 months of contract award
10	Requirement 2.4	Implementation for a further 20 Trusts completed	Within 9 months of contract award
11	Requirement 2.4	Continual roll-out of implementation across remaining trusts	To be agreed via programme governance
12	Requirement 2.4	Handover and knowledge transfer, including lessons learned report	1 month prior to end of the contract term

6.2 Additional Milestones/ Deliverables may apply for each Statement of Work. These will be set out and signed off at this stage.

**7 MANAGEMENT INFORMATION/REPORTING**

- 7.1 The Supplier will be expected to provide reporting at Trust level and programme level.
- 7.2 The Supplier will be expected to provide weekly progress reports to each Trust included within the current workplan, as well as providing an accessible dashboard reporting to NHSE with monthly management information.
- 7.3 The Supplier will be expected to provide monthly programme board reporting to NHSE, which will include virtual presentation of these reports.



**OFFICIAL SENSITIVE COMMERCIAL****C104091 NHS Federated Data Platform and Associated Services****7.4 The reports will include, as a minimum:**

- 7.4.1 Progress reporting for SOW currently active, including reporting of issues / blockers.
- 7.4.2 Pipeline status for future SOW.
- 7.4.3 Details of SOW delivered with evaluation of performance against baseline estimates from SOW agreement.
- 7.4.4 Wider Workstream SOW activity reporting.
- 7.4.5 Change management activity and evaluation.
- 7.4.6 Progress reporting on Data Design.
- 7.4.7 Itemised resource spend and programme forecasting data.
- 7.4.8 Lessons learned and evidence of activity undertaken to ensure continuous improvement.
- 7.4.9 Reporting of key risks and issues, including activity being undertaken to manage these.
- 7.4.10 Agreed actions with assigned responsible owners for delivery ahead of the subsequent programme board.

- 7.5 The Supplier will ensure that appropriate risk and issue management protocols are in place with individual Trusts and reported to the programme board and when required.

**8 VOLUMES**

- 8.1 This contract is expected to deliver support to Trusts across all NHS England regions, with up to 20 Trusts supported at any one time. Statements of Works (SoW) will be issued to the Supplier for specific work packages supporting implementation across the NHSE estate, which may cover a number of Trusts, an ICB or another grouping of requirements. The SoWs will set out the specific outputs and deliverables. The total number of SoWs supported over the lifecycle of this contract will be dependent on Trust and ICB partner readiness and compliance with the programme.

**9 CONTINUOUS IMPROVEMENT**

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 There is an expectation that Supplier performance will be improved throughout the lifecycle of this contract, specifically in the following areas:
  - 9.2.1 Speed of mobilisation to Trust delivery teams
  - 9.2.2 A reduction in the value of resources used for implementation, both in terms of headcount and resource days
  - 9.2.3 Enhanced speed of delivery and exit handover for individual Trust delivery.
- 9.3 Efficiencies and changes to the way in which services are delivered will be identified through the ongoing development of Statements of Work to support individual Trusts. The Supplier's performance relating to Continuous Improvement will be reviewed by the Buyer during monthly Contract review meetings.



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**10 SUSTAINABILITY**

Document 4 sets out both the technical and social value questions which Potential Providers are required to answer to present the quality element of their proposal.

**11 QUALITY**

11.1 The successful Supplier will be compliant with the following standards:

- 11.1.1 NHS Data Security and Protection Toolkit
- 11.1.2 Application of the NHS Data Dictionary Application of GDS Standards
- 11.1.3 ISO 27001 – Information Security Management Systems
- 11.1.4 ISO 20000:1 – Service Management Systems
- 11.1.5 Cyber Security Essentials
- 11.1.6 Accreditation of Agile Project Management methodology

**12 PRICE**

12.1 Potential Providers are required to complete Document 5: Commercial Document with their prices to present the price element of their proposal.

12.2 Potential Providers must review all of the instructions set out in Document 5 prior to completing it.

**13 STAFF AND CUSTOMER SERVICE**

13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

14 The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract

**15 SECURITY AND CONFIDENTIALITY REQUIREMENTS**

15.1 Where the Supplier is managing NHS data, all staff will be UK-based to ensure relevant Data Security requirements are met. The Buyer may consider bids which include off-shore workers where these roles do not have any access to NHS data. The expectation is that many of the roles within this contract will have access to NHS data, meaning there will be limited opportunity for utilisation of off-shore workers in the delivery of the contract. Where the Supplier's staff are expected to work on-site with Trusts to deliver SOW, the Buyer will expect that only UK-based employees are utilised.

15.2 Specific Security and Confidentiality Requirements may apply for each



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Statement of Work. These will be set out and signed off at this stage.

**16 PAYMENT AND INVOICING**

- 16.1 Payment can only be made following satisfactory delivery of pre- agreed certified products and deliverables.
- 16.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 16.3 Invoices should be submitted to: The Buyer's method for the Supplier to invoice for the provision of the Services is for the Supplier to register and connect with the Buyer on Tradeshift: <https://go.tradeshift.com/register>
- 16.4 The Supplier must only complete a Statement of Work Request Form if the request has been received by an authorised user e.g. from an agreed mailbox.
- 16.5 The Supplier is advised not to commence work on a Statement of Work until the SOW has been signed by an NHS England authorised user and a Purchase Order has been issued by NHS England for that Statement of Work. Any costs incurred by the Supplier prior to receiving a Purchase Order are at the Supplier's risk and invoices will only be paid for goods/services that have a Purchase Order.
- 16.6 To ensure payment, all Supplier invoices must include the information set out in the HSSF Order Form, Annex 3:
- 16.7 If any of the Supplier contact information changes during the contact period e.g. the Supplier address, the Supplier must inform the Customer Contact of these changes before submitting any future invoices so that the purchase order can be amended as appropriate. If the information on an invoice does not match the information on the purchase order, then the invoice cannot be paid.

**17 CONTRACT MANAGEMENT**

- 17.1 The Supplier will be required to attend and contribute to monthly Contract Review Meetings with NHSE, which will be held virtually.
- 17.2 The Supplier will be required to undertake regular meetings with Trusts to manage delivery of SOW, with the expectation for these to be delivered remotely.
- 17.3 Attendance at Contract Review meetings shall be at the Supplier's own expense.

**18 LOCATION**

- 18.1 The location of the Services will be carried out virtually unless specified within individual Statements of Works, which will be clearly defined where required. Services must be carried out on site where this is required.

**19 CALL-OFF CONTRACT TERM**

- 19.1 The Call-off contract will have an initial term of 24 months from the Effective Date ("Date of Order Form"). The Authority has the right to extend the initial



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term of the call-off contract on one or more occasions up to a maximum of 12 months by serving no less than three (3) months' written notice to the Supplier.

20 **CALL-OFF CONTRACT VALUE**

- 20.1 The Anticipated Potential Contract Value is £8,500,000 ex. VAT (including optional extensions) however there is no commitment for any work under this call-off contract and NHSE is unable to guarantee the contract value that may be called off against the contract.



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## 1 Introduction

### 1.1 Purpose of the Ways of Working Document

This document describes the Ways of Working for the Data Platform. It outlines the operating model requirements of the Federated Data Platform and Associated Services (FDP-AS) and sets out the high-level responsibilities of the Successful FSupplier.

The document should be used as a reference manual to enable Participants to understand their roles and responsibilities in relation to delivering the FDP-AS. The document will emphasise the expectations for the Successful Supplier without detailing specific requirements, while at the same time indicating areas where the Successful Supplier will be expected to contribute to the shaping of these requirements.

### 1.2 Guide to the Document

This document outlines the principles, high level delivery expectations, and ways of working that the Successful Supplier will need to adhere to across delivery of the FDP- AS. The document's first three sections provide a conceptual outline of this delivery, from the FDP's structure and relationship with wider NHS organisations, to an overview of the way suppliers will be expected to support FDP delivery through Use Cases. Section 4 outlines key supplier expectations at each stage of the Product lifecycle. Section 5 outlines the contract management and reporting requirements, and there are more details in the Appendices in Section 6.

**Section 1: Introduction (this section):** The purpose and guide to this document is set out in the Introduction.

**Section 2: Organisation Overview:** The overarching Federated Data Platform (FDP) Programme as situated in NHS England.

**Section 3: FDP Delivery:** Delivery of the FDP Programme will be via Use Cases. The Successful Supplier will have certain responsibilities to support Use Cases both as a Platform Provider throughout the FDP delivery, and a Product Developer for Use Cases. These responsibilities include ensuring the platform has the core capabilities to deliver the initial Use Cases and to support future Products and Use cases as required by NHS England and enabling Use Case reporting.

**Section 4: Products:** Each Use Case will be delivered through a set of Products supporting the vision of the associated Use Case (see Chapter 4). These Products are delivered and rolled out as part of the Product Lifecycle. Each stage of the Product Lifecycle is supported by six pillars including Governance, Resourcing, Business Capabilities, Service Management, Knowledge Management, and Measuring & Continuous Improvement/Innovation. There is also an expectation to provide a process for sunsetting products where required.

**Section 5: Contract Management:** Standard contract management and reporting requirements will apply for the FDP-AS Contract and are outlined here.

**Section 6: Appendices:** More detail and useful context on the NHS England Structure, Use Case User Groups, a detailed list of business capabilities, and a list of indicative NHS England Programme Roles.



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## 2 Organisation Overview

### 2.1 FDP Overview

The Federated Data Platform (FDP) Programme is an NHS England programme responsible for delivering a federated Data Platform. To deliver this Data Platform, NHS England is undertaking a competitive procurement for a Federated Data Platform and Associated Services (FDP-AS). This means that the FDP Programme will be a multi-organisational programme including the following components:

- The FDP-AS supplier
- Use Case and Product suppliers (beyond the initial scope of this FDP-AS procurement)
- Suppliers of future planned procurements (including a Privacy Enhancing Technology, a Marketplace, and Training and Deployment support)
- Other members of the FDP Programme team (such as permanent NHS England staff and Subject Matter Experts)

The FDP-AS will be a cloud-based Software as a Service (SaaS) solution, which will enable the use and sharing of data in a safe and secure environment. The Successful Supplier providing FDP-AS will play a key role in shaping the FDP Programme through their delivery of the Data Platform.

The operating model for the Successful Supplier of the FDP-AS should recognise the wider Programme structure and demonstrate an ability to support the FDP Programme in meeting its vision of *connecting the NHS to transform care and improve outcomes for patients*. More information on the FDP Vision, Mission Statement and Objectives is given in the Prospectus.

### 2.2 Wider Data Organisation

The FDP Programme sits within the Data Services team, which is part of the Data and Analytics Directorate. The Data Services Team is led by the Chief Data and Analytics Officer (CDAO). The overarching responsibility for this directorate is the strategic development of data and analytics capability across NHS England.

The Data and Analytics Directorate sits within NHS England's Transformation Directorate. The Transformation Directorate is responsible for overseeing and coordinating the implementation of large-scale changes and improvements to the NHS England. Given this, the FDP is expected to respond to evolving priorities and direction from the wider Transformation Directorate. The reporting line for the Federated Data Platform is set out in Figure 1.



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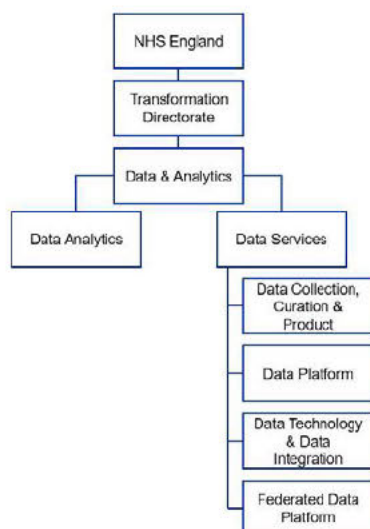


Figure 1. Data and Analytics Directorate Structure.

### 2.3 NHS England Structure

The FDP Programme must deliver its objectives to support wider NHS priorities, objectives, and outcomes. This applies to both a national level and local level.

The NHS in England is a complex collection of organisations interacting with each other in constantly evolving ways through Integrated Care Systems (ICS). The Successful Supplier must understand this landscape well and must ensure its operating model for delivering FDP-AS enables the FDP Programme to work with and deliver benefits at all levels of NHS structure, including the different business units with NHS England and with regional, ICS and trusts level NHS organisations.

A more detailed overview of this structure, ICSs, and the high-level classification of national and local/regional layers of the NHS England can be found in Appendix 1.

### 2.4 Partnership Principles

The FDP Programme takes a long-term approach to improving the data capabilities within the NHS. The Successful Supplier will play a key role in supporting NHS England's aspirations to improve healthcare access for the public. NHS England envisages to develop a collaborative partnership to work with the Successful Supplier to achieve sustainable outcomes in line with the following principles:

- **Building Data Capability:** enabling the NHS England to have a lasting, improved data capability throughout the lifecycle of this contract
- **Knowledge Exchange:** empowering the NHS England through reduced reliance on the supplier, throughout the contract, with the NHS increasingly growing their in-house talent and knowledge



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- **Unlocking Efficiencies:** delivering against a long-term vision of reducing costs through increased efficiencies and automation
- **Continuous Improvement and Innovation:** developing industry-led insights for continuous improvement and innovation to improve user experience for NHS England users
- **Improving Demand Responsiveness:** responding quickly to on-going and emerging demands on the NHS through flexible resourcing models
- **Transparency:** providing transparency on cost, transition, Product development and platform operations to enable a Productive partnership
- **Holistic performance:** the supplier is expected to deliver several requirements as part of the overall FDP-AS contract and should ensure they consider their performance across all elements of the requirement.



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**3 FDP Delivery****3.1 Delivery Model Overview**

The FDP-AS Supplier will support the overall delivery of the FDP Programme, which is expected to be achieved through Use Cases. A Use Case is defined as high priority business challenges, functionalities, or policy directives that could benefit from and be supported by the platform. Initially, the FDP Programme has identified five Use Cases which will be prioritised for delivery (see Figure 2). Further information on Use Cases is set out in ITCD Schedule 2 Appendix 2C Initial Use Cases.



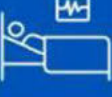


Use case	Descriptive/Indicative Products
 <b>Population health and person insight</b>	<ul style="list-style-type: none"> <li>• Providing data and segmentation tools to enable population health management locally</li> <li>• Linking between datasets to drive population insight</li> </ul>
 <b>Vaccination and immunisation</b>	<ul style="list-style-type: none"> <li>• Real time information to support supply and workforce planning and operational decision making</li> <li>• Monitoring and supporting intervention around equality of immunisation and vaccination programmes</li> </ul>
 <b>Elective recovery (Trust)</b>	<ul style="list-style-type: none"> <li>• Improving workflow and transparency around waiting list management</li> <li>• Single tool to manage the backlog and maximise utilisation of existing capacity</li> </ul>
 <b>Care coordination (ICS)</b>	<ul style="list-style-type: none"> <li>• Enabling ICSs to optimise end-to-end services for patients, understanding capacity across whole system</li> <li>• Focus on organisational interfaces (e.g. Programmes including - virtual wards, anticipatory care, discharges, elective hubs)</li> </ul>
 <b>Supply chain</b>	<ul style="list-style-type: none"> <li>• Aligning supply and demand</li> <li>• Increasing visibility of where stock is needed to optimise management of the supply chain</li> <li>• Spend analysis to drive value</li> </ul>

Figure 2: Five initial Use Case Overview.

There will be two different delivery models for Use Cases:

1. **FDP-AS Supplier Led Delivery:** the FDP-AS Supplier has overall accountability for delivering Platform requirements and Product development for the entire Use Case\*.
2. **Hybrid Delivery:** the FDP-AS Supplier is accountable for delivering Platform requirements, but Product development is shared amongst different suppliers or agents (including the FDP-AS Supplier, other suppliers, internal NHS England teams).

*\*in line with the requirements and scope set out as part of this procurement.*



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For the five Use Cases which have been identified, at least one Use Case will be delivered through the *Hybrid Delivery* model.

A Successful Supplier has distinct responsibilities depending on the delivery model used. The FDP-AS Supplier will own responsibility for platform operation across both delivery models, full associated services for the 'Supplier Led' model, and a varying level of associated service for the 'Hybrid' model. In all cases the FDP-AS Supplier is expected to maintain a level playing field in product delivery.

Category:	Responsibility:	Use Case Model applicable to:
Platform	Deliver a set of modular core platform capabilities in the form of data and analytics solutions and operational platform applications which allow the delivery of the five initial Use Cases, as part of a wider FDP Programme Team	Hybrid; Supplier Led
	Provide and operate the federated platform that supports the Use Cases, including for onboarding and scaling of additional Use Cases and Products that may arise in the future.	Hybrid; Supplier Led
Associated Services	Deliver the underlying Products supporting each of the initial Use Cases via the federated Data Platform, including transitioning those already in development onto the platform, and building others end-to-end;	Supplier Led

Table 1. Supplier Responsibility Categories and Use Case Model.

More details on the responsibility for Platform delivery can be found in Section 3.2. The responsibility for Associated Services is expected to be primarily delivered through Products supporting Use Cases. Section 4 provides more details on how this will be achieved

### 3.2 Use Cases

As stated, the FDP will be delivered through Use Cases. The Successful Supplier will be required to support Use Cases through its role both as Platform Provider, and Product Developer. This section sets out the Successful Supplier's responsibilities to do this through providing the core capabilities and functionalities of the Platform, enabling a multi-supplier landscape and scalability of the FDP to support both Use



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Case Models, and enabling core Use Case reporting capabilities. The remainder of this section sets out these responsibilities in more detail.

### 3.2.1 Platform

As part of its role as the platform provider, during the FDP Programme, the Successful Supplier will:

1. be responsible for delivering a set of modular Core Platform Capabilities in the form of data and analytics solutions and operational tools to support workflows to deliver the Use Cases, as part of a wider FDP Programme Team;
2. be responsible for providing and operating the federated platform that supports the Use Cases, including for onboarding

When providing and operating the federated platform, and delivering on its Core Capabilities, the Successful Supplier will need to adhere to the various Governance models and bodies set out in Section 4.3, particularly with reference to Strategic Governance Forums.

To deliver the required platform functionality and Capabilities throughout the FDP Programme, the Successful Supplier will need to demonstrate the business capabilities set out in Section 4.4, particularly Dev Ops, Platform Solution and Service Management, and Training. In addition to providing the Resourcing requirements set out in Section 4.5 in relation to delivery of the Product Lifecycle, the Successful Supplier will need to provide sufficient resources throughout the FDP Programme to build and operate the platform and provide it with its Core Capabilities as set out in this section. Suppliers should demonstrate their ability to provide this level of resourcing to enable Platform Delivery throughout the Programme, during delivery of both *Hybrid* and *FDP-AS Supplier-Led Use Cases*, as well as delivering Associated Services during *FDP-AS Supplier-Led Use Cases*.

The expectations and principles for the Successful Supplier relating to Continuous Improvement, Innovation, Measurement and Knowledge Management set out in Sections 4.6 and 4.7 will apply during both Platform Delivery and Associated Service Delivery.

### 3.2.2 Delivery Support

The Successful Supplier will need to meet certain expectations to ensure that the FDP can support both *Hybrid* and *FDP-AS Supplier Led Use Cases*.

NHS England already has 64 live or in-development Products that will be mapped to the five initial Use Cases (see Section 4). The number of Products is subject to change as Products might be onboarded or decommissioned during the remaining time of the existing Covid-19 Datastore contract.



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As part of its role, the Successful Supplier will need to migrate Products onto the data platform as well as develop several new Products during the FDP contract.

Additional Use Cases are likely to be approved and created during the lifecycle of the FDP contract and the Successful Supplier should ensure that the FDP is sufficiently scalable to support this, in line with a *Hybrid Delivery* model. The delivery of Products for any Use Cases commissioned during the FDP contract can be carried out by multiple suppliers over different procurements. Additionally, Use Cases may be developed by either the Successful Supplier or additional suppliers (who would be commissioned by NHS England under separate procurement activity).

For delivery of *Hybrid* and *FDP-AS Supplier-Led* Use Cases, and Products, the Successful Supplier must adhere to several performance metrics. This includes how the Successful Supplier both operates as provider for the FDP-AS and Product developer (see Section 4) and collaborating with other suppliers:

- **Operation of the FDP:** The Successful Supplier should demonstrate how they will ensure that the FDP-AS meets all NHS England requirements independently of Product development and operations. Suppliers will need to provide operational reporting as platform operator and Product developer independently.
- **Supplier Collaboration:** Suppliers are expected to work within the FDP Programme as both the platform provider and a Product developer. Additional Products may be developed and operated by other parties, including NHS England. Suppliers should detail how they will ensure a level playing field for how Products developed by other parties can make use of the platform. Suppliers should ensure that the FDP is able to deliver high quality Products, regardless of whether the FDP-AS Supplier or another party develops them. Suppliers will also be expected to work openly with NHS England, and adhere to the standards as set out in the requirements catalogue including Reproducible Analytical Pipelines (RAP), Frictionless Data and Code Sharing and Supporting Open Development Approach.  
<https://resources.github.com/InnerSource/fundamentals/>
- The Successful Supplier will need to engage with and manage diverse groups of stakeholders in both the role of the platform operator as well as Product developer, and a clear approach to communications both across these groups and across the suppliers' own teams will be required.

### 3.2.3 Reporting

In addition to the delivery of the initial Use Cases, the FDP-AS supplier is expected to deliver analytical solutions and platform applications to support NHS England's Statutory Duty Reporting capability to monitor and improve the quality of care. As part of this, the FDP-AS supplier will be required to produce tools and capabilities for self-serve analytics within each tenancy, to support local reporting and tailored needs. This



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self-serve capability will enable the NHS to create bespoke reporting and analytical Products to support performance, management, and operational demands, and independently publish performance data through dashboards and reporting mechanisms such as a Performance Overview Dashboard.

The inventory will be maintained throughout the Procurement with updates shared as set out in Schedule 1 Instructions to Participants.

Given Use Cases will consist of several supporting Products, they will have a longer lifecycle and last throughout the duration of the contract. Over time, they will deliver the high-level outcomes set out in ITCD Schedule 2 Appendix 2C Initial Use Cases and support the resolution of business problems that they have been set out to address. As such, for the *FDP-AS Supplier Led Delivery* Use Cases the FDP-AS Supplier will be expected to provide reporting and management information on a Use Case level (in addition to Product-level reporting).

The platform should provide the capability for usage reporting, benefits tracking, performance against Product KPI's, performance reporting of the platform and Products, reporting of all data pipelines and their reliability and include the capability to configure measures therefore the reporting should capture all Products and Use Cases regardless of the supplier and be able to segregate between Products and group by Use Cases.

The supplier will only be accountable for the performance, uptake, and benefits for the Products they develop, but the capability to report should be there for all as a core platform capability.

Throughout the FDP Programme, NHS England may scope, design and commission new Use Cases. This may involve future procurement activity, although the selected supplier of this procurement will not be expected to input into the scoping of Use Cases or the development of Products to support them. It is however expected that the supplier of this procurement in building the FDP, ensures that it has the underlying capability to support Use Cases and associated Products.



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## 4 Products

Delivering Use Cases successfully will enable the FDP Programme to meet its aims. To deliver individual Use Cases, the FDP Programme and the FDP-AS supplier will deliver several Products, which are generally software, data and analytical applications designed to support the individual aims of Use Cases. This section sets out what Products are, along with giving operating model implications based on the proposed Product lifecycle.

It is expected that the supplier will build on the NHS England definition of the Product Lifecycle in their operating model to develop a standardised, best in class process for delivering Products throughout the FDP-AS contract.

This section of the document sets out the definition of Products in relation to the FDP and the expected lifecycle of a Product as created and developed end-to-end. As part of the Successful Supplier's Associated Services delivery responsibilities, the Supplier will have certain expected responsibilities at each stage of the Product Lifecycle for Products supporting Supplier-Led Use Cases. These are set out in Sections 4.3-4.7. The expectations are categorised into Governance, Business Capabilities, Resourcing, Continuous Improvement, Innovation and Measuring, Service Management, Knowledge Management, and Sunsetting, and the structure of Section 4 aligns to these categories when setting out supplier expectations.

### 4.1 Product Definition

Products will link closely to the overall aims and strategic objectives of the wider Use Case. It is expected that the strategic outcomes of each Use Case will be delivered via these Products. There will be three types of Products supporting Use Cases, which are set out below. The supplier will be responsible for end-to-end delivery of all three Product types.

#### 1. Analytical Solutions

- Data Ingestion, Transformation and Publication Pipelines
- Visualisation and Dashboards
- Analytics Models including Self-Service Analytical Capabilities

#### 2. Platform Applications

- Operational applications that capture and amend datasets, support processes, integrate data to operational systems and communication platforms to support the patient journey, and create alerts, tasks, and suggested actions to support operations.

#### 3. Data Foundations

- Core Data Artefacts that support the canonical data model, and master and reference data



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NHS England has already developed, or begun to develop, several Products on the existing datastore. In addition to developing new Products throughout the lifecycle of the contract, the initial priority for the FDP-AS supplier will be to migrate these Products to the Data Platform provided by the FDP-AS supplier. The three broad stages of development for Products are:

- a. **Live:** Products already developed and functioning, which will need to be migrated on to the new data platform
- b. **In Development:** Products which have a current proof of concept, which will need to be 'industrialised' or developed for wider deployment
- c. **Future:** Products which are yet to be developed, which the supplier will need to input into and own development of at each stage.

NHS England currently has 67 Products that are either live or in development (i.e., in groups a and b), which have been indicatively mapped against the initial 5 Use Cases. These 67 Products are owned by the NHS England. The number of Products is subject to change as additional Products are being developed to support NHS England's needs. As set out above the inventory will be maintained throughout the Procurement with updates shared as set out in Schedule 1 Instructions to Participants.

Some Products are in long-term Pilots, and as such have been mapped to 'Live' despite not being in BAU Transition. Suppliers are expected to run Pilots to support the definition and delivery of the Product (as set out later in this chapter) and otherwise follow the stages of the Product lifecycle.

Products also vary in complexity and scale of use; suppliers are expected to demonstrate an operating model that is flexible enough to meet the needs of different Products to support the delivery of the Use Cases. This includes the implications for their approach and pricing for transitioning, developing and operating Products. Further Product specification information will be published during Dialogue Stage.

The Case Study in Box 1 sets out a sample NHSE Product that is already live, IECCP, which is an illustration for the type of Products the FDP-AS supplier will have to transition and develop.

In addition to the 67 currently live or in development Products, for the FDP-AS Supplier Led Use Cases, the FDP-AS supplier will be expected to develop and build new Products, which will also align to one of the three Product types set out above. For each of these Product types, the Successful Supplier will be expected to manage Products end-to-end through their specific Lifecycle, up until the transition to BAU. After the transition to BAU, the supplier will no longer be responsible for the Product itself but will remain responsible for the modular core capabilities and the underlying platform for Products, and other Products in development.



**Box 1. Case Study: Improving Elective Care Coordination for Patients (IECCP) Programme**

IECCP is an example Product which is owned by the NHS England and which was developed to support the delivery of the Elective Recovery Use Case. IECCP has the vision to treat patients faster and in the right order by creating a shared source of data-truth. This Product is currently in category a) of the Product development stages as it is live within NHS England but will need to be transitioned to the new data platform under the Successful Supplier

The current IECCP has the following three aims to realise the vision:

1. **Centralised Patient Management:** Operational tools for waiting list management, patient prioritisation and theatre scheduling workflows are in one place, optimising the elective care pathway and allowing for better, faster, information-based decisions to treat as many patients as possible in the right order.
2. **Secure Data Processing:** Trusts can securely share pseudonymised data within one platform, alleviating administrative pressures, and enabling better care coordination at all levels.
3. **Scaling:** Ability to scale and offer further solutions so that Trusts and ICSs can collaborate leading to optimised theatres and better patient outcomes.

IECCP has a modular build to support these aims:

- **Elective & Outpatients Waiting List Modules:** Enable consultants, schedulers, and data quality teams to clean, validate, and manage Trust waitlists from a shared source of truth. Data quality issues are flagged, and clinicians can conduct reprioritisation
- **Theatre Scheduling Module:** Facilitate a shared source of truth which consultants, anaesthetists, schedulers, and theatre management teams can use to manage theatre sessions. Consultants can request directly to their schedulers to book patients into upcoming available sessions

The IECCP Product has a programme structure around it to enable its delivery, and therefore, has several capabilities that support it. Figure 3 shows the indicative view of the operating model for IECCP.



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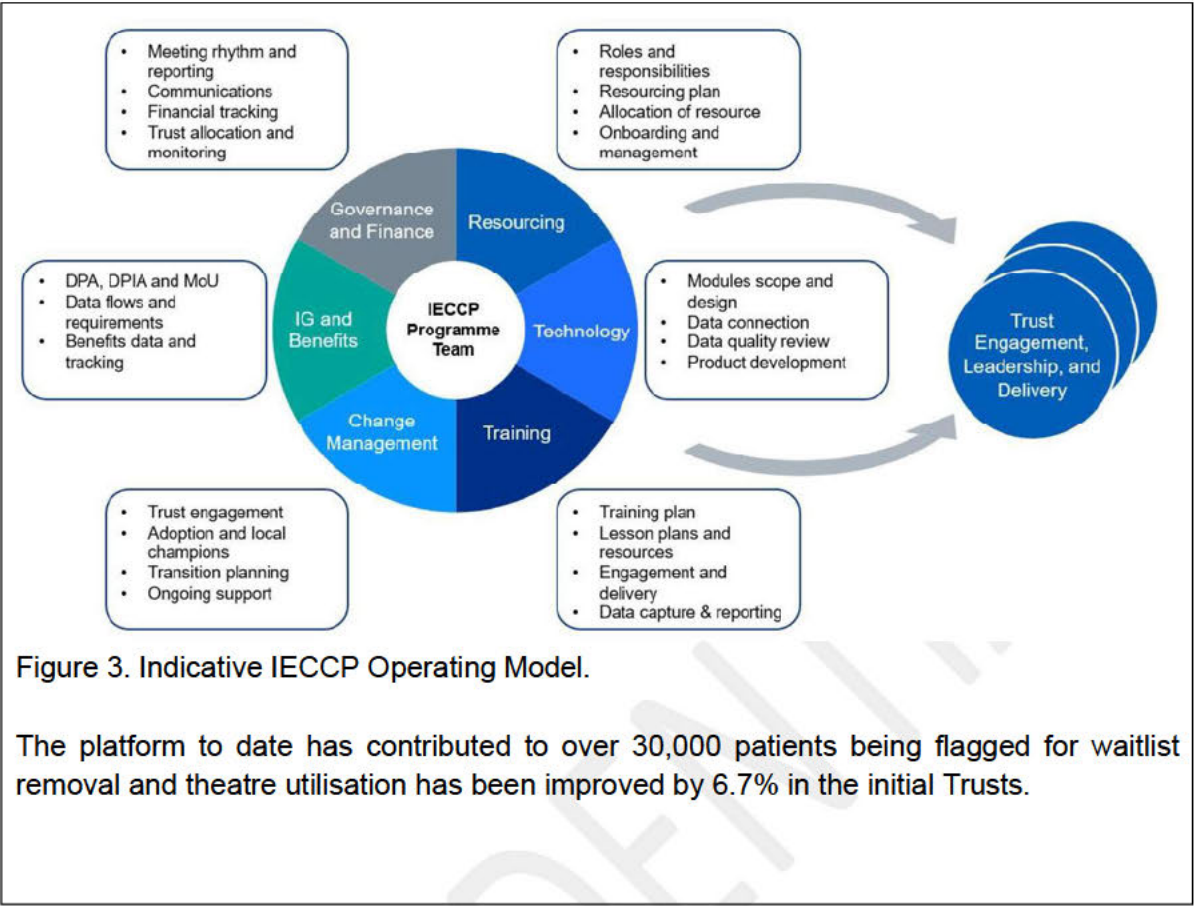


Figure 3. Indicative IECCP Operating Model.

The platform to date has contributed to over 30,000 patients being flagged for waitlist removal and theatre utilisation has been improved by 6.7% in the initial Trusts.

4.2 Product Lifecycle

The Successful Supplier will balance focus across the provision of the new platform, the transition of existing Products to support the initial Use Cases, and, for the *FDP- AS Supplier-Led* Use Cases, the build of new Products to deliver business value. The supplier will need to manage both the continued run and improvement of the Products supporting existing Use Cases, whilst also developing new Products where required. For all Future Products, this development is expected to follow a generic lifecycle set out below. It is expected that most Products will be in different stages at any given time. For the Future Products developed by the FDP-AS Supplier (those supporting *FDP-AS Supplier Led* Use Cases), the key principles and expectations for the Supplier in relation to each stage of this Lifecycle (see Figure 4) are set out in this section.

Overview of Stages

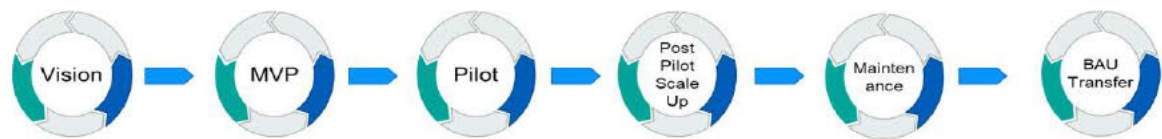


Figure 4. FDP Product Lifecycle.



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- **Vision:** The Vision stage involves researching user needs, identifying opportunities, and defining a Product strategy so that it aligns with a particular Use Case. NHS England will primarily undertake this activity with some support from the supplier.
- **MVP:** Expectations for supplier delivery begin at the MVP stage. Depending on the Product type, the supplier should work with NHS England local and national teams to develop Proof of Concepts to help define and deliver the Minimum Viable Product required for a particular Product. This may involve high level design, creating a delivery plan, mapping stakeholders and users, wireframes, and prototype applications to test the design theory, defining hypotheses and Proof of Concept (PoC) scope, fast iteration and testing of ideas, and launching the MVP.
- **Pilot:** Once the Product concept has been proven and the MVP has been created, the supplier will collaborate with NHS England users to pilot this on a small scale within 1 or 2 Trusts or Integrated Care Boards (ICB). Delivery at the Pilot stage will involve articulating success factors for the pilot, defining prerequisites for future implementation, training users, implementing Governance and an operating model, and establishing a feedback loop that will enable rapid iteration of the Product to meet operational needs and enable the creation of a Product that meets the needs of the Use Case and resolves the challenges of the user community.
- **Post Pilot Scale Up:** The Scale Up stage centres around expanding the users of the Product to allow it to be used across multiple tenancies via the FDP in a Production setting. It is likely that the supplier will own the delivery of this stage but will rely on significant input from NHS England organisations, as the supplier will need to work with End Users from within each User that the Product is being rolled out in. This means that the supplier will be reliant on local Information Governance requirements. Activities in this stage of the Product lifecycle are likely to include scaling the Product, on-going reporting on the consumption and operation of the Product, mapping and training further users and stakeholders, managing the change in partnership with further user groups, and enabling a wider rollout. For more detail of the NHS England user groups see Appendix 2
- **Maintenance:** After the scale-up phase the supplier will be expected to run the Product for a period prior to BAU transfer. During this stage the supplier will be expected to continue to fix bugs, rollout functional and non-functional updates as users required, and measure the performance of the Product via the established feedback loops and continuous improvement mechanisms. There is no set period for the maintenance phase, and this will vary across Products.



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- **BAU Transfer:** The transfer of the Product from a launched, Production state to BAU will be undertaken by the supplier and for most Products will be the final stage of the supplier's direct involvement in the Product. The transfer decision will be based on pre-agreed criteria for each Product. This Lifecycle stage will involve providing training and knowledge sharing to enable the Product to run on the FDP by NHS England independently of supplier input. It is likely that the Products will run through several development iterations, potentially scaling out to further user groups as demand requires, before they meet the criteria for BAU transfer. For more detail of the NHS England user groups see Appendix 2.

At any point in the product lifecycle a product may require sunsetting / decommissioning. This includes both products that have and haven't been transferred to BAU operation. The Successful Supplier will therefore also need to define a process to support the decommissioning of Products, pipelines, data connections and tenancies. This process will need to include a data management and archiving solution. The supplier will not necessarily be responsible for delivering this process for all Products, because responsibility may sit with either the supplier of this procurement, the NHS, or other suppliers, depending on the Product owner. However, the supplier of this procurement will be responsible for defining the process and providing the capability for the NHS and other suppliers to do this easily and provide support if required.

### 4.3 Governance

This section overviews the anticipated governance structure, forums, and processes for the FDP Programme. It is expected the FDP-AS supplier will integrate with these forums, as well as NHS technical, delivery, programme management cadence and other relevant governance forums as required by NHS England.

#### 4.3.1 Governance Forums – Overview

The FDP Programme will integrate with existing NHS England governance forums, as well as running FDP-specific governance forums and working groups. Each will play a key role in the smooth running of the Programme, and support effective decision making. There are four layers of governance set out in this document (see Figure 5):

1. **Strategic level governance:** existing NHS England governance forums that the FDP will report into; and thus, the supplier should be aware of and may need to feed into.
2. **FDP Programme level governance:** FDP specific forums that govern the Product lifecycle and wider operations of the FDP Programme, that the supplier will play a key role in integrating into.
3. **Relevant working groups (including assurance):** Working groups designed to support initial decision making and progress across the Product lifecycle.



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These have been proposed in this document, but the FDP-AS supplier will be expected to create supplementary ones to support their operating model.

4. **Local governance:** local NHS governance for Trusts and ICSs that the supplier will need to be aware of when developing and implementing Products within a Use Case.

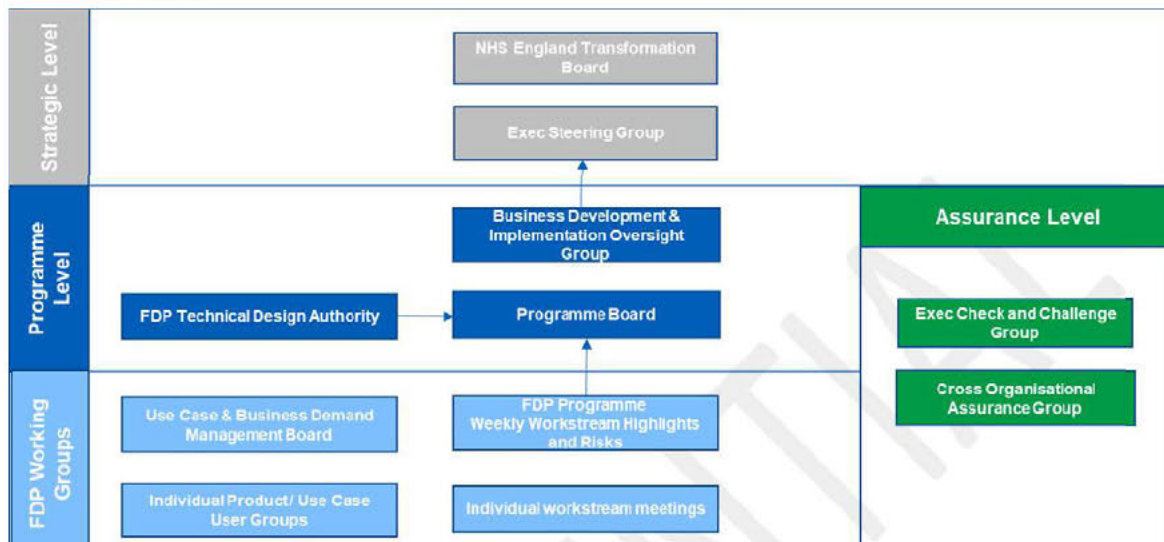


Figure 5. Indicative Governance Forums on the Strategic, Programme, and FDP Working Group Level.

The exact roles and inputs for each forum will need to be determined upon contract award between NHS England and the Successful Supplier.

### Strategic Level Governance

The Successful Supplier is expected to report into the following Strategic Level Governance Forums:

- **Executive Steering Group:** Responsible for overseeing and coordinating the implementation of the FDP. This group will report into the Transformation Board which will be the final point of escalation for the FDP Programme, and will provide high-level oversight to the Programme.
- **Strategy and Implementation Oversight Group:** Responsible for providing oversight and guidance for the development and implementation of the organisation's strategy. This group will approve annual plans for FDP.

It is not expected that the FDP-AS supplier will attend any of the Strategic Level Governance Forums, although there will be a requirement from the FDP-AS Supplier to be part of the Programme Board.



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**FDP Programme Level Governance Forums**

The following table shows the FDP Programme Level Governance Forums which ensure a smooth governing of the FDP Programme. These forums play the following roles across the Product Lifecycle (see Table 2):

Forum Name	Description	Meeting Cadence	Role in Product Lifecycle Stage					
			Vision	MVP	Pilot	Scale	Maintenance	BAU Transfer
FDP Executive Steering Committee	Overall accountability for the delivery of the FDP Programme. This includes oversight and managing the FDP scope, ensuring the project follows the critical path to completion, and critical decision making.	Monthly	Approval of new Products, including resource assignment.	Approval to move to pilot stage.	Regular updates on status of pilots, including providing executive steer on progress.	Approval for approach to move Products to scale, including resourcing, roll-out and other decisions.	Point of escalation for issues.  Regular reporting on live Products.	Point of escalation for issues.  Regular reporting on live Products.
FDP Programme Board	Regular decision-making forum for FDP Programme, including, mitigating escalations from across the Programme and ensuring Products remain on track.  Management of entire Product portfolio, including	Monthly	Approve Product scope and approach. Input into key decisions around Product definition.	Ensuring MVP meets its aims, and stays within budget, timelines, and scope. Initial point of escalation for	Agreeing success factors and aims for pilot, and monitoring progress. Ensuring alignment	Monitoring of progress and point of escalation for issues. Gate approval to move to Maintenance & BAU	Driving progress and continuous improvement through maintenance and BAU. Regular	Oversight of transition to BAU. Driving progress and continuous improvement through maintenance and BAU.



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	<p>Gate Approval to move to next Lifecycle Stage for each product.</p> <p>Leads on developing future strategy and long-term planning.</p> <p>It is anticipated the supplier will be expected to attend this board.</p>		<p>Risk mitigation.</p> <p>Gate Approval to move to MVP stage.</p>	<p>issues. Gate approval to move to Pilot stage.</p>	<p>and scalability across pilot sites. Gate approval to move to Scale stage.</p>	Transfer stage.	<p>reporting updates.</p>	<p>Regular reporting updates.</p>
Technical Design Authority	<p>Responsible for providing technical oversight and guidance for the design and development of Products including the approval of Product design decisions.</p>	Fortnightly	<p>Definition of technical standards, design patterns and guidance for the technical direction of new Products.</p> <p>Defining what Product functions are in and out of scope.</p>	<p>Providing guidance for the development of the Product Proof of Concept to ensure they meet performance and security requirements.</p>	<p>Ongoing change control, technical issue resolution and design decisions.</p>	<p>Ongoing change control, technical issue resolution and design decisions.</p>	<p>Ongoing change control to support Product maintenance.</p>	<p>BAU change control.</p>

Table 2. Indicative Programme Level Governance Forums and Role for each Product Lifecycle Stage.



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**FDP Working Groups**

The FDP Programme will also be supported by several working forums, designed to promote efficient governance. These forums include:

- **Weekly Cross-Workstream Meetings:** Meeting of different teams and stakeholders involved in the FDP Programme to collaborate and coordinate. This includes commercial-led status meetings and update meetings with Product teams. The forum is expected to meet weekly.
- **User Engagement Working Group:** Responsible for ensuring that the needs and requirements of users are understood and incorporated into the design and development of Products. This includes gathering and sharing user feedback and collaborating with other teams to realise the received feedback. The forum is expected to meet quarterly.
- **Workstream Highlights and Risks Group:** Responsible for providing regular updates and summaries of the progress of various workstreams as well as risk management. This includes sharing of update reports and important decisions, identifying milestones and the identification and mitigation of risks. The forum is expected to meet weekly.
- **Product Management Group:** Responsible for managing the development, delivery, and ongoing support of Products. The forum is expected to meet weekly.
- **Demand Management Group:** Responsible for ensuring that Products meet the needs and requirements of users. This includes identifying user needs for new Products and definition of Product features and benefits. The forum is expected to meet weekly.

This list is not exhaustive, and the supplier is expected to identify new opportunities to optimise, develop and improve Working Groups in support of FDP delivery.

**Local Governance**

Suppliers will be expected to integrate with and adhere to Local Governance forums where these exist. There is no exhaustive list of these, given they will vary between Trusts and ICSs. The FDP-AS Supplier will be expected to include local approvals for Products into their overall Product development plan; and the operating model for the FDP-AS Supplier must accommodate for this.

**4.3.2 Additional Governance Considerations**

The following sections set out aspects of governance and decision making that are not covered by the forums above including Product acceptance, possible delivery models for Product development, Product onboarding and scaling as well as Product Change Control Process.



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**Accepting new Products**

Products will need to follow a formal acceptance process, both on a National level and on a Local level, called the National Deployment Process. This means that Products must undergo a full technical assessment, a code review, and an assessment of the Product's readiness before the rollout. This Product readiness assessment includes a set of documentation which needs to be completed by the Successful Supplier before the Product rollout. The documentation includes the following: A Product vision, a Product catalogue entry, a Product summary, a project plan and roadmap, a business continuity plan, IG plan, training, a support model, the Product design, testing, service desk engagement, a rollout plan, a change and transition checklist, and a register of challenges as well as their mitigation. Appropriate staged assurance will also form part of the process of accepting new Products.

Local organisations will be responsible for managing their own Product acceptance, and the Successful Supplier must be considerate of this and are expected to operate in accordance with the NHS Change Release process and standards.

**Agile Delivery of new Products**

Agile delivery models are standard ways of working within NHS England technical teams. The Successful Supplier is encouraged to utilise agile value stream governance to maximise the efficiency of delivering new Products as part of the FDP- AS. An illustrative example for common NHS England agile governance and delivery can be found in Figure 6.

Crucially this illustrates the need for suppliers to ensure value for money in development activities and maintaining the right balance of feedback over the Product lifecycle to improve the chances of success and adoption of each Product. While suppliers are expected to use a modern delivery approach, the involvement from users, delivery teams and reporting in each ICS and trust may vary. Suppliers should be able to deliver and report on Products flexibly based on stakeholder requirements.



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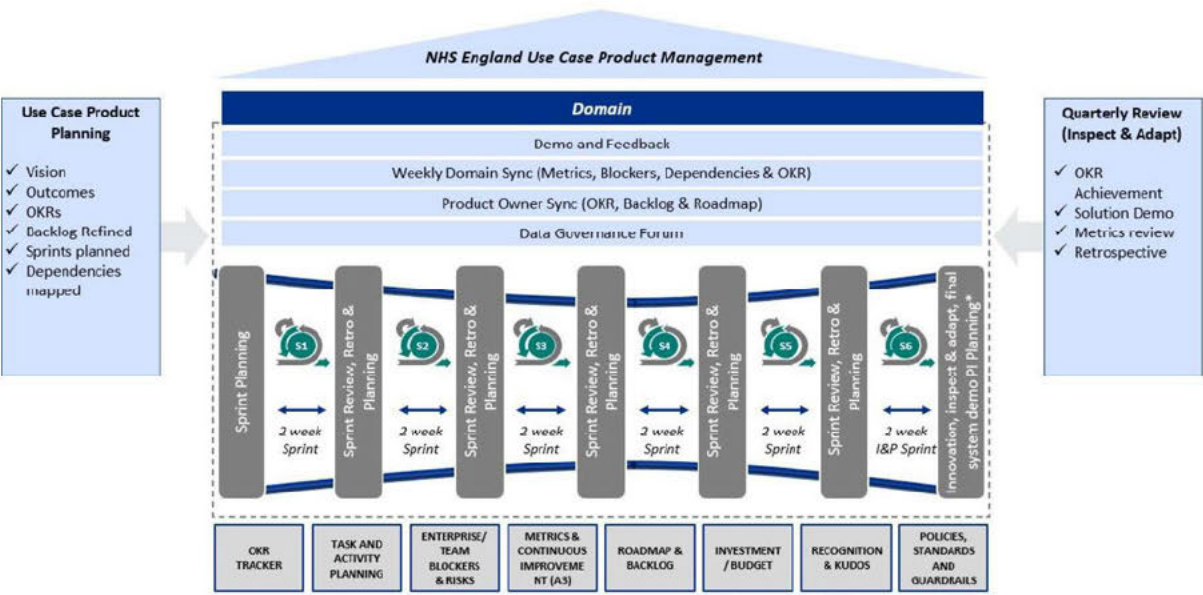


Figure 6. Illustrative Agile Governance and Cadence for Product Delivery.

**Onboarding new Products**

A governance process for the onboarding of new Products will be required. This governance process will be set up collaboratively between the NHS England and the Successful Supplier as part of the delivery of the FDP-AS.

NHS England expects the supplier to support the NHS England with defining, scoping, and planning of additional Products. Products will be commissioned either by local or national NHS England organisations. Once commissioned, the Successful Supplier is expected to initiate the Product Lifecycle from MVP through to maintenance (see Figure 4). After Products have been delivered and transitioned to BAU successfully with acceptance from NHS England.

Additionally, the Successful Supplier of the FDP-AS is expected to allow the onboarding of Products which are developed by different suppliers. This means that the Successful Supplier must ensure that Products from different suppliers can be fully onboarded, utilised, and monitored with the core platform capabilities.

**Scaling of new Products**

Products can be onboarded either at a local or national level of the NHS England. Depending on which scale the Product is rolled out at, there are different rules which must be followed by the Successful supplier. These rules include:



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- **For local Product rollout:** Based on the local demand of ICS' and Trusts, the Successful Supplier is authorised to roll out Products at a single site locally if they fulfil the following criteria:
  - Information Governance and Security Standards set out in Schedule 2 Appendix E Information Governance and Cyber Security.
  - Product Quality and Adherence to Technical Standards set out in the Reproducible Analytical Pipeline (RAP) principles.
  - Successful User Acceptance testing.
- **For national Product rollout:** Based on national demand, NHS England can request the rollout of Products at a national scale to multiple sites. National Products must undergo additional quality assurance process before their rollout. In addition to the local product rollout criteria above, an additional quality assurance process could include the following assurance stages:
  - DevOps testing (deployment, integration, and monitoring testing)
  - User end-to-end deployment testing
  - Integration testing
  - Security testing and support readiness for initial launch
  - Information Governance and Security Standards set out in Schedule 2 Appendix E Information Governance and Cyber Security.
  - Product Quality and Adherence to Technical Standards set out in the Reproducible Analytical Pipeline (RAP) principles.
  - Successful User Acceptance testing.

## Product Monitoring

The Successful Supplier is expected to design Products with monitoring capabilities and clearly defined benefits KPIs that enable performance monitoring. Products are fully owned by the NHS England after they have been rolled out and handed over by the Successful Supplier. This means that the NHS England is responsible for the monitoring of Products after their rollout. Specifically, the NHS England will ensure regular reporting and monitoring of delivery metrics to provide transparency on value for money and for approval where required.

## Product Change Control Process

The Change Control Process governs changes to the Products which could impact scope, time, or cost of the Product Lifecycle. The Change Control Process will be tracked and managed in a central, Programme-owned log. A Change Control Process is triggered when there is a change to the Product requirements. The process is owned and run by the Technical Design Authority, with relevant escalations as required. As the Programme matures, this may change.

Change Control Process is expected to apply to the following areas:

- Product scope
- Changes to existing Products



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- Rolling out Products to the national level

Changes are raised and their impact assessed through the FDP Programme Change Request Form which is a form used to request, approve, and track Product-related changes. Figure 7 sets out an illustrative Change Control Process to action Product changes. This illustrative Change Control Process consists of six steps.

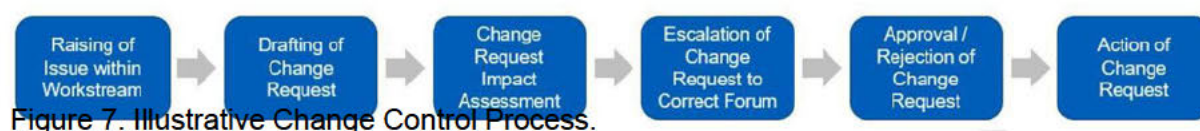


Figure 7: Illustrative Change Control Process.

#### 4.4 Overview of Business Capabilities

The CDAO Directorate has initially identified several capabilities it expects will be required for delivery of the FDP Programme. The NHS will own, and provide steer and oversight, across all FDP Programme business capabilities. The supplier is expected to support NHS England in delivering these FDP Programme capabilities by providing resource and capability as part of blended teams within the NHS England programme. More details on how these blended teams will work and expectations for resourcing from the supplier can be found in Section 4.5.

##### 4.4.1 List of Business Capabilities

The initial 22 business capabilities listed below, along with any other capabilities identified by NHS England and the supplier during the mobilisation phase, will be required to successfully deliver the FDP Programme. Further details on each Capability can be found in the table in Appendix 3.

These business capabilities include the specialist skillsets, people, methodologies, technologies, and principles required to deliver each capability.

The Successful Supplier(s) will work with the NHS team during the Mobilisation phase of the FDP Programme found in Schedule 2 Appendix B As-Is and Transition to confirm these initial 22 business capabilities and identify any additional capabilities required to deliver the Use Case. They will also agree any dependencies with the NHS team. The initial list of business capabilities provided may not be exhaustive and the supplier should provide additional capabilities that are supportive to the delivery of the FDP Programme outcomes.

In the list below, the 22 capabilities are split between Delivery Capabilities, Support, and FDP Central Functions (see Figure 8). These categories indicate how each capability will contribute towards the delivery of the Use Case, and how NHS England expects the supplier to contribute towards the delivery of each capability:



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- **Delivery Capabilities** – The core specialist capabilities that will work inside the squads to enable the delivery of Use Case programmes/Products. NHS England expects these capabilities to be primarily supplier-led, especially in the initial phases of the Product lifecycle. Over time, NHS England is keen to see that some of these capabilities can be NHS England-led, and so the supplier should consider that these resources need to be flexibly deployed across squad(s) based on changing demand and programme phases within each Use Case, as set out in the Resourcing section below.
- **Support capabilities** – The capabilities that will support squad delivery, working most frequently at the level of a squad delivering a programme/Product, or across several squads delivering a Use Case. These capabilities may be NHS-led or supplier-led, see section (see Table 3).
- **Central Functions** – These are NHS national functions that can be leveraged into Use Case and programmes/Products if required.

FDP Business Capabilities	Delivery Capabilities	1. User Research, UX and UI inc. Accessibility
		2. Account Management
		3. DevOps
		4. Data Engineering, Analytics and Dashboards
		5. Solution Architecture
		6. Data Governance and Assurance
		7. Security and Privacy Compliance
		8. Platform Solution and Service Management
		9. Application and Release Management
	Support	10. Marketplace
		11. Innovation
		12. Training
		13. Knowledge Management
		14. Technical Support
		15. Workforce Deployment
	FDP Central Functions	16. Programme Delivery, Risk Management and Benefits
		17. Comms and Engagement
		18. Portfolio and Change Management
		19. Commercial/Legal/Finance
		20. Procurement
		21. Enterprise Architecture
		22. Use Case Ownership and Strategy

Figure 8. FDP Business Capability Overview.

Suppliers should review the initial business capabilities in each category, along with the further details provided in Appendix 3 to outline any additional capabilities they would be able to bring.

Section 4.5 of this document sets out expected Resourcing requirements for the supplier against each business capability. Suppliers should use the information in



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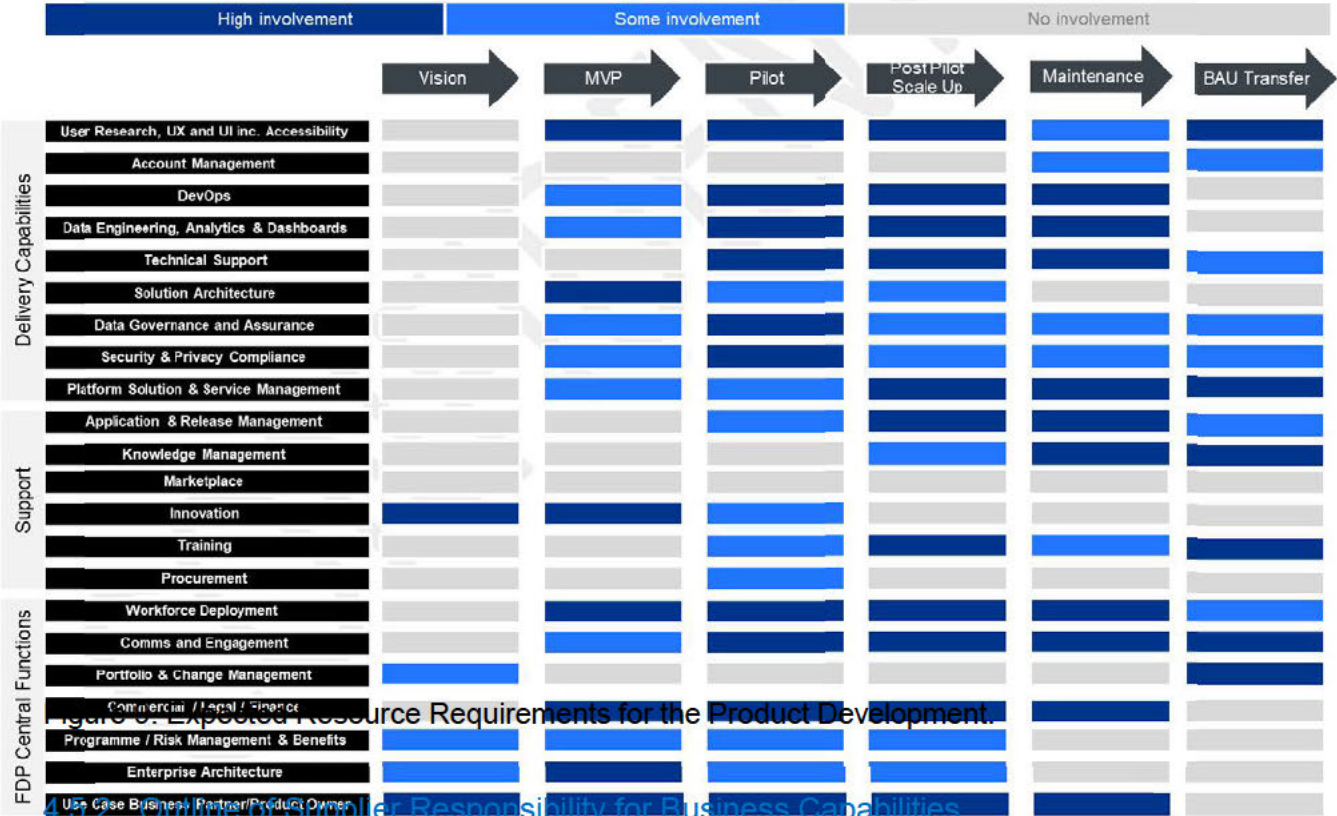
Section 4.5 and this section to demonstrate how their operating model will allow them to deliver the required resource against each capability at each stage of the FDP Programme.

4.5 Resourcing Overview

This section sets out the requirements for resourcing at each stage of the Product Lifecycle that the supplier will be expected to deliver against.

4.5.1 Expected Resource Requirement for Capabilities at each stage of the Product lifecycle

Each stage of the Product Lifecycle will involve a blend of different resources and skillsets; Figure 9 illustrates the supplier resource requirement at each stage of the Product life cycle for each business capability, and an estimated level of involvement from the supplier.



The initial view of the supplier's responsibilities for each business capability is set out in Table 3 below. This should indicate to suppliers the expected level of resource they will be required to provide against each capability. An indicative view of specific NHS roles for the FDP Programme can be found in Appendix 4.



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FDP Business Capability	NHS England Responsibility	Supplier Responsibility
User Research, UX and UI inc. Accessibility	NHS England is responsible for setting the policies, standards, and business and user requirements. NHS England will provide business owners and capacity for user insights	Supplier shall be responsible for translating business requirements to technical capability and functionality, engaging, and extrapolating the requirements for build out, translating the Use Case user journeys, identifying opportunities for continuous improvements to improve user experience. NHS England expects User Centred Design principles will be an essential principle of these processes.
Account Management	NHS England is responsible for internal relationship management and feedback campaigns	Supplier shall be responsible for technical management, technical resolution, and providing forums to respond to complaints and feedback
DevOps	NHS England is responsible for prioritisation of Product development requirements, provision of data (in some Use Cases), defining the blueprint, and approval of solutions	Supplier shall be responsible for Product development including the methodology, visualisations, facilitating and agreeing acceptance and deployment process. Supplier shall collaborate with NHS England to deliver quality assurance, UAT, data pipeline and solution architecture
Data Engineering, Analytics & Dashboards	NHS England is responsible for defining any policy, metrics, calculation methods, visualisation standards, data linkage principles, security model and principles	Supplier shall adhere to, and deliver against, the principles set by NHS England
Technical Support	NHS England is responsible for delivery and management of 1 <sup>st</sup> Line Support (initial user triage, signposting)	Supplier shall be responsible for delivery and management of 2 <sup>nd</sup> Line and 3 <sup>rd</sup> Line support including defect management, resolution, root cause analysis, incident management, critical incident management and continual improvements
Solution Architecture	NHS England is responsible for providing the strategic enterprise architecture principles, standards, and approval processes for suppliers to satisfy	Supplier shall propose solutions aligned to standards and approval processes set by NHS England and integrate with appropriate NHS England governance for approvals
Data Governance and Assurance	NHS England is responsible for defining any policies and standards that the supplier shall adhere to	Supplier shall adhere to, and deliver against, the principles set by NHS England



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FDP Business Capability	NHS England Responsibility	Supplier Responsibility
Security & Privacy Compliance	NHS England is responsible for defining any policies and standards that the supplier shall adhere to	Supplier shall adhere to, and deliver against, the principles set by NHS England
Platform Solution & Service Management	NHS England is generally responsible for L1 support in the service model indicated in Appendix 2D, and for setting the integration principles and parameters. NHS England will provide IDAM for the supplier to integrate with	Supplier shall be responsible for operating the platform, adhering to the service model indicated in Appendix 2D, and collaborating with the NHS England on process handoff and touch points defined in the model.
Application & Release Management	NHS England will provide criteria for impact analysis, approval any proposed changes or implementation changes	Supplier shall be responsible for release, configuration management and application patches
Knowledge Management	Out of scope for this procurement, to be considered in Training and Deployment Support	Supplier shall support Knowledge Management activities through providing documentation, knowledge information, training and documentation and cataloguing and updating knowledge management documentation
Marketplace	Out of scope for this procurement, to be considered in Marketplace	Out of scope for this procurement, to be considered in Marketplace. In their design of services, the FDP-AS supplier must, provide evidence for future seamless integration to future Marketplace services.
Innovation	NHS England is responsible for driving innovation capability across Use Cases to inform the FDP strategy and setting the methodology and principles to co-deliver this with the supplier	Supplier shall be responsible for identifying and developing industry-led innovation insights
Training	NHS England will potentially supplement training support through the potential Training and Deployment Support	Supplier shall provide Training on the platform. This includes at a minimum: <ul style="list-style-type: none"> <li>training to service desk and other IT teams and local organisations/end users</li> </ul>



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FDP Business Capability	NHS England Responsibility	Supplier Responsibility
		<ul style="list-style-type: none"> <li>deeper training super users where relevant</li> <li>training to data engineers and analysts</li> </ul>
Procurement	NHS England will provide procurement support	Supplier shall be responsible for interfacing with and providing input when and as needed
Workforce Deployment	NHS England and Supplier to agree workforce deployment as part of the governance processes. However, the supplier should be able to flexibly provide resources to support on-going workforce deployment needs	
Comms and Engagement	NHS England is responsible for any on-going Comms and Engagement support required by the FDP Programme	Supplier shall be responsible for supporting comms and engagement as required by the Use Case. For example, providing inputs to technical specifications, timings, and development plans.
Portfolio & Change Management	NHS England is responsible for defining the Programme roadmap and prioritisation of pipeline	Supplier shall collaborate with NHS England to deliver against the priorities, roadmap and outcomes set by the NHS England. Supplier shall integrate with, and provide input to, appropriate governance forums for business change activities
Commercial / Legal / Finance	NHS England will provide commercial, legal and finance support required by the FDP Programme	Supplier shall be responsible for interfacing with and providing input when and as needed
Programme / Risk Management & Benefits	NHS England is responsible for managing the Programme, risk management, escalation, and defining the benefits and KPIs	Supplier shall be responsible for providing technical capabilities for reporting and tracking benefits, risk mitigation and delivery of the Programme. Roles and responsibilities will be agreed as part of the governance process and assigned as required by the Use Case
Enterprise Architecture	NHS England is responsible for defining the enterprise architecture that the supplier must integrate with and adhere to	Supplier shall be responsible for adhering to, and delivering against, the principles set by NHS. Supplier shall integrate with, and provide input to, appropriate governance forums
Use case Business Partner/Product Owner	NHS England is responsible for setting the Use Case strategy and providing oversight (through the Use Case business partners) of	Supplier shall be responsible for supporting and interfacing with business partners (and other FDP strategy functions) as and when required. Supplier shall act as delegated Product Owner(s) in some circumstances e.g., during early development of the



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FDP Business Capability	NHS England Responsibility	Supplier Responsibility
	the Use Case-led priorities and delivery of the platform	platform or where the NHS England Product owner has not yet been assigned

Table 3. Overview of Supplier and NHS England Business Capability Responsibility.

For detailed information on the scope of Service Management for the FDP-AS, please refer to Schedule 2A Single Requirements Catalogue and 2G Service Catalogue.

This service model will apply across the Product lifecycle, and the FDP-AS Supplier is expected to integrate into the existing NHS Data and IG Services Model. The Service Management model may vary for Products where these are operated by other parties. The model will also change over time as Products progress through the lifecycle, with greater L2 and L3 responsibilities taken on by NHS teams as the Product's operations are transferred.

#### 4.5.3 Collaborative Working Expectations

As Figure 9 shows, different capabilities will be drawn upon at different stages of the Product lifecycle. Table 3 shows that within each capability, there will be both NHS England and supplier responsibilities. This means that the Successful Supplier will work alongside NHS England resources as trusted partner throughout the Product lifecycle. At all stages, the supplier will be expected to meet the NHS England's requirements for collaborative working in three key modes:

- **Supplier led:** In this mode, the supplier will be accountable for delivery and will be managed based on the outcomes they produce for the Product for the duration of the FDP Programme. Notably, the supplier is still expected to integrate with the NHS England governance structure and assurance gate process.
- **Blended resource:** The supplier will work closely with NHS resources, which may be at national or local (e.g., Trust) level, in blended teams where the supplier would be expected to adopt NHS ways of working, culture, engineering standards and practices etc, to ensure collaborative, seamless, and effective integration and delivery. Though in the initial stages of the contract, the supplier may be expected to lead in these teams, as the contract develops, through the supplier's knowledge transfer and upskilling expectations there will be an expectation for the NHS to take more leading roles.
- **NHS led:** In these teams, NHS resources will be primarily responsible for delivery even from the initial stages of the contract. However, the supplier may still be invited to provide industry best-practice guidance and support to those capabilities which are staffed by NHS resources. The supplier will also be expected to provide and operate the platform as for any other Product.

The collaborative working expectations set out above will be achieved through squad focused delivery. Squads are small, flexible teams formed within each Product,



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bringing together individuals from across business capability areas to deliver on the specific outcomes for that Product. As above, the Successful Supplier(s) could be requested to form a Squad entirely from their resources where that is appropriate, and some may be NHS-led, however it is expected that majority of squads will operate as blended teams with the Successful Supplier(s) and NHS resource. A squad is likely to consist of 5 to 12 people, and multiple squads may work in unison to deliver a specific Product or set of Products.

#### 4.5.4 Flexible Resourcing Expectations

The supplier is responsible for managing its resource-profile throughout the duration of the contract to meet NHS England needs and requirements, from onboarding through to offboarding.

The Successful Supplier will be required to rapidly re-deploy resources to priority Products in response to pull factors and Products will move through their Lifecycles at different paces. The Successful Supplier will be expected to retain corporate knowledge and Product ownership for Products that have been temporarily de-prioritised or moved down the backlog. This is so the Successful Supplier can seamlessly commence Product development activity at the appropriate time. Some Products may need to be delivered at a faster pace than others because the Use Case for that Product may have higher priority to the NHS England. Use case priority to the NHS over the course of this programme will be determined by NHS England strategic priorities and operational demands. The Successful Supplier should demonstrate how their operating model will support the fast-changing environment of the FDP Programme.

- **Onboarding:** The Successful Supplier will be responsible for a robust Product onboarding process, ensuring that resources are operation-ready, briefed in the NHS England Ways of Working, and are able to align the FDP Programme working practises including standards and structures without either time-lag or burden to the NHS England. The Successful Supplier must ensure that resources understand the Product vision, the Use Case alignment, and the overarching FDP Programme strategy.

The Successful Supplier will also need to comply with NHS England's requirement on offshore and onshore resourcing, which are detailed in ITCD Schedule 2 Appendix A Single Requirements Document and F Security Requirements.

- **Delivery:** As is set out below, the Successful Supplier will need to be able to rapidly re-deploy resources between squads and between Products, even during delivery, because different Products will move through their Lifecycles at different paces. Some Products may need to be delivered at a faster pace than others because the Use Case for that Product may have higher priority



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to the NHS. Use case priority to the NHS over the course of this programme will be determined by NHS strategic priorities and operational demands (pull factors), and therefore may change. The Successful Supplier will be required to rapidly re-deploy resources to priority Products, in response to pull factors. The Supplier will be expected to retain corporate knowledge and Product ownership for Products that have been temporarily deprioritised or moved down the backlog. This is so the Supplier can seamlessly commence Product development activity at the appropriate time. The supplier should demonstrate how their operating model will support the fast-changing environment of the FDP.

The Successful Supplier will provide resources to work either alongside NHS England teams or in supplier-only teams to deliver each stage of the Product Lifecycle. The Supplier will be expected to bring best practice and expertise to all activities across the Product Lifecycle, and to provide sufficient knowledge sharing with NHS England teams so that this best practice can be transferred to them. Whether or not the supplier will be working alongside a blended NHS England team or in a supplier only team to deliver each stage will vary depending on the Product itself and the resourcing capacity of the NHS England. Flexible re-deployment of the supplier's resources may be required between squads and between Products, even during delivery, as Products at different delivery stages may require more resourcing and some Products will need to be delivered at a faster pace than others. The supplier must demonstrate how they can accommodate for this flexible resourcing requirement in their business model.

- **Offboarding:** The Supplier will manage the offboarding of resources in line with an agreed process with NHS England, ensuring contractual requirements are met.

#### 4.6 Continuous Improvement, Innovation and Measurement

The FDP-AS Supplier will be responsible for continuous improvement and innovation across the Product lifecycle. NHS England expects to see this resulting from several sources, including but not limited to programme feedback, end-user feedback, process or operational evolution, FDP-AS Supplier innovation, and advances or innovations in technology.

This means that throughout each stage of the Product Lifecycle there is an expectation that the supplier will monitor the performance of their Product and the success of the methods and operating models being used to deliver each stage. The FDP-AS Supplier must therefore report on and showcase innovations and the impact, they're having throughout the Product lifecycle across each Product. As a result, as part of this contract NHS England expects to see:



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- **Performance monitoring:** Information on how Product performance will be monitored and reported, who will be responsible for monitoring performance, how often performance will be monitored, and how performance data will be collected and analysed. In line with the technical requirements, this must include the following metrics:
  - Technical, usage and Product success against business benefits,
  - User information on how Products are used, by which type of users and the Product use duration to identify and classify good and bad Products.
- **Continuous improvement plan:** Information on how Products, the Supplier's delivery methods, and the platform itself will be continuously improved over time, including information on the specific improvements that will be made and the timeline for making those improvements. The continuous improvement plan must include the following aspects:
  - **New technologies:** Identifying the emergence of relevant new and evolving technologies
  - **Business improvement:** Changes in business processes of the supplier or the NHS England and ways of working that would provide cost savings and/or enhanced benefits to the NHS England
  - **Product improvement:** New or potential improvements to Products including the quality, responsiveness, Product delivery speed, procedures, benchmarking methods, likely performance mechanisms and customer support
- **Communication and feedback:** Transparent sharing of information on how stakeholders will be kept informed of progress, changes, and issues related to Products and how feedback will be collected and used to improve the Products.

#### 4.7 Knowledge Management

Knowledge management should be considered throughout the Product development lifecycle. Throughout the contract and at each stage, the supplier will be expected to ensure appropriate knowledge for Products and the platform is available, including but not limited to:

- documenting and sharing knowledge on Products and the platform
- providing opportunities for NHS England shadowing and upskilling
- following development best practise across code and configuration management and commentary
- documenting designs and design decisions relating to Product and platform development and operation
- FAQs to support the service desk teams with supporting Products
- Technical documentation to support the engineering and development teams to support the Products in the long-term



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Suppliers must ensure that NHS England users of Products at each stage, from vision and scoping for the MVP through to scaling up and supporting maintenance across multiple trusts and systems, have the skills and expertise they need. Suppliers should consider a knowledge management system that ensures Products and tenancy knowledge is available to NHS teams and is continuously updated. Suppliers should outline their plans for building this knowledge transfer mechanism into their operating model at each stage of the Product lifecycle, in addition to the focused knowledge management required as part of BAU Transfer.

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## 5 Contract Management

Strategic partnership ambitions, account management, collaboration and relationship charter, standard contract management and reporting requirements for the FDP-AS Contract have been detailed below. As detailed in Section 2.4, the Successful Supplier will play a key role in supporting NHS England's aspirations for the successful delivery and implementation of this Contract and is expected to work collaboratively with NHS England in achieving this.

### 5.1 Strategic Partnership Ambition

The NHS England Central Commercial Function has a new vision for how it will work with suppliers. A national strategic supplier management programme is being rolled out to build and enhance relationships. It is anticipated that the Successful Supplier will be part of this programme.

The Successful Supplier will be expected to partner with NHS England and play a key part in driving innovation, delivering better value for money for the taxpayer and identifying efficiencies. Working together the Successful Supplier, other FDP suppliers and NHS England there is a real opportunity to make a positive change.

### 5.2 Account Management

Due to the strategic importance of the FDP-AS contract the Successful Supplier will be expected to have an account management set up which reflects this. If the Successful Supplier is required to attend strategic level governance forums (as outlined in Figure 5) they should ensure an appropriate senior representative is available. This could also be required for other governance forums or incident responses as directed by NHS England

### 5.3 Collaboration and Relationship Charter

All FDP suppliers and NHS England will be expected to sign and adhere to the FDP Collaboration and Relationship Charter. The charter will be signed by Global CEOs (or equivalent) at Contract Award. All parties will be expected to adhere to the behaviours listed in the charter. The behaviours will include conduct such as:

Service expectations	Work will be conducted and completed to a consistently high standard, comparable with market leader outputs.
Fairness	Fairness will be expected by all parties
Communication	Communication will be open, honest and frequent
Conflict	Parties will focus on resolving issues not and managing issues at the lowest level appropriate
Innovative solutions	All parties will seek to exploit innovation and look for ways to improve the efficiency and effectiveness of the programme
Technology leadership	We will work to make the relationship and ways of working a role model for similar and future projects

A draft Collaboration and Relationship Charter will be shared at stage 3 of the Procurement.



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**5.4 Management Information and Reporting**

The Successful Supplier will be required to provide Monthly Service Incident Reviews, these must include reporting minor and major incidents and their outcomes, including time to respond and performance against contractual KPIs.

The reporting must include a breakdown of incidents by priority, Use Case, Product Suite, Product, and organisation. It must include trend analysis, month on month change and recommendation to reduce and improve services.

The Successful Supplier will be required to report on the following areas, these include but are not limited to:

- Total number of End Users by Products
- Total number of Users by Products
- Breakdown of the following:
  - usage by Users , by Products, and users
  - users by type of End Users, by Product
- Data consumption by Users by Products
- Performance Metrics by Products
- Utilisation of platform by User and Products
- Number of outages per month with details on Products affected, root cause and improvement steps made
- Monthly spend, broken down by compute, licencing, and storage. This must be split by, Products and organisations, and recommendations for continuous improvement/efficiency savings
- Total contract spend to data and projected 12 month spend with options to breakdown by Products and organisations
- Progress against ESG targets and outcomes – quarterly
- Government transparency agenda reporting (as required) to include high level performance reporting
- Detailed resource reporting including offshore/onshore split and changes to resource to follow requirements in schedule.
- Monthly reporting against contractual KPIs, including behaviour analysis
- Supply chain visibility (if required)

**5.5 Contract Management**

NHS England and the Successful Supplier will each appoint a dedicated Contract Manager to support the day-to-day management of the Contract.

Throughout the duration of the contract, the Contract Manager will be required to attend monthly operational delivery meetings with NHS England. Strategic contract performance reviews will be required on a quarterly basis.



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The purpose of this contract management meeting will be to review the Successful Supplier's performance under the Contract, for either party to have the opportunity to raise issues relating to contract performance or contract deliverables, to agree Statement of Works and / or change management, and to collaborate to ensure successful delivery of the Contract. The agenda for each meeting will be set by NHS England and communicated to the Successful Supplier in advance of the meeting.

The Successful Supplier may be required to attend quarterly review meetings with NHS England and other suppliers who are involved in the delivery of the FDP Programme.

Both parties shall pro-actively manage and report on risks that have been attributed to them.

The Successful Supplier shall develop, operate, maintain, and amend, as agreed with NHS England, processes for:

- a) the identification and management of risks;
- b) the identification and management of issues; and
- c) monitoring and controlling project plans.

The Risk Register shall be updated by the Successful Supplier and submitted for review by the FDP Programme Board.

## **5.6 Statement of Work and Change Control**

It is anticipated that confirmation and instruction of Product delivery will be approved via individual Statement of Works. All Statement of Works must be signed by the Parties.

## **5.7 Commercial integration with Local Governance**

Further to Section 4.3.1, the FDP-AS supplier is expected to integrate with Local Governance forums but only on a delivery level.

There will only be a contractual relationship between the FDP-AS Supplier and NHSE, and as such NHSE will put in place the relevant provisions to ensure the smooth running of the contract and relevant accountabilities.

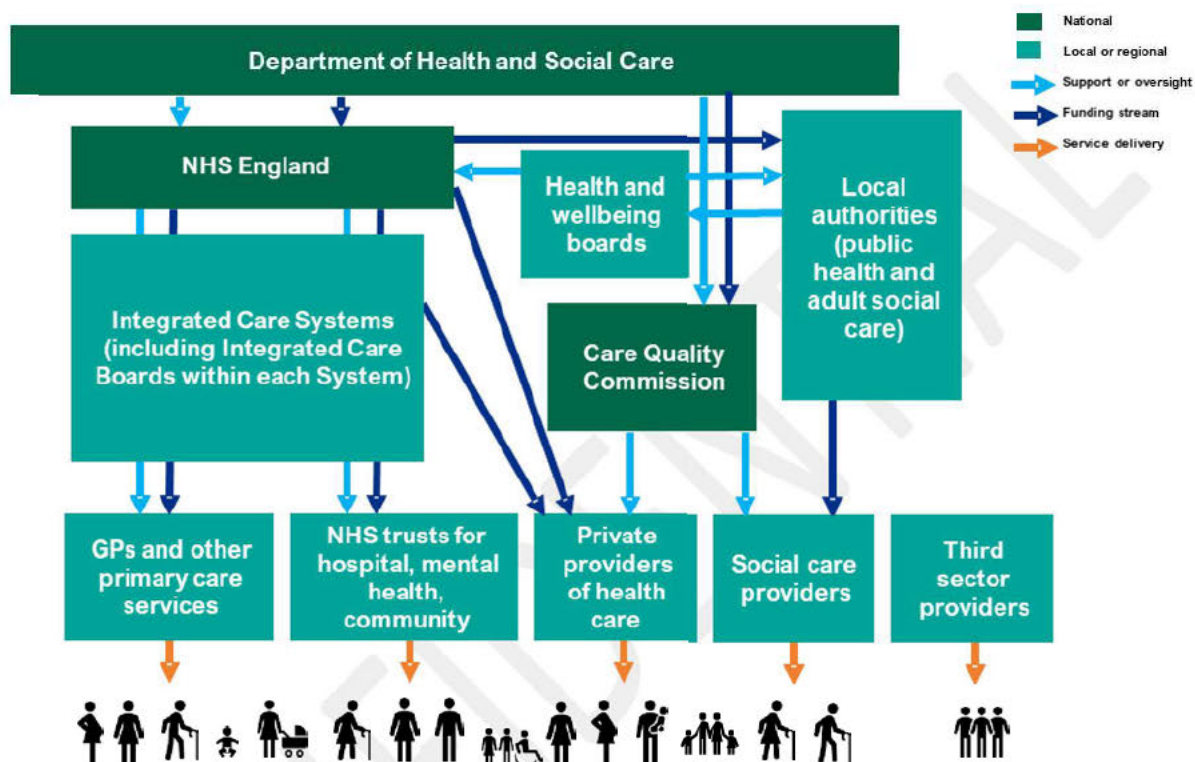
This includes a Data Processing Agreement that is in place between each NHS Body and Successful Supplier, and an MOU in place between NHSE and individual NHS Bodies to ensure terms from the master contract flow down and set out the Use Policy.



## 6 Appendices

Below is an overview of the complex structure of organisations which make up NHS England (see Figure 10).

Figure 10. NHS England Organisational Structure and Different Interactions.



The following section will explain Integrated Care Systems (ICS) as a core aspect of the NHS England's organisational structure. The Successful Supplier will be expected to work closely with ICSs as part of FDP Programme delivery.

The NHS England structure was changed on a statutory basis on 1 July 2022 to establish 42 ICS across England. This is part of the Health and Social Care Integration, a government strategic priority to support joint working between the NHS England, local government, and other partners in subsystem localities.

These are partnerships of organisations coming together to plan and deliver joined up health and care services, and to improve the lives of people who live and work in their area.

This ICS governance will enable local systems to understand capacity and operational impact. Moreover, it will provide operational flexibility for national, regional and ICS



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teams to optimise allocation and investments based on a common operating picture of health and care services.

Each ICS consists of the following 5 components:

1. **Integrated Care Partnership (ICP):** responsible for producing an integrated care strategy for meeting health and wellbeing needs of each ICS area
2. **Integrated Care Board (ICB):** responsible for developing a plan for meeting population health needs, managing NHS England budget, and arranging provision of health services in the ICS area.
3. **Local authorities:** in the ICS area, responsible for social care, public health functions and other vital services for local people and business
4. **Place-based partnerships:** to lead the detailed design and delivery of integrated services across their localities and neighbourhoods
5. **Provider collaboratives:** to bring providers together achieve the benefits of working at scale across multiple places and address unwarranted variation and inequalities in access and experience across different providers

## Appendix 2: User groups

The supplier will need to ensure that the solution takes into consideration the complexity of each Use Case. There are several users at both local and national level (e.g., frontline staff, ICSs, Trusts, patients, and supply chain teams), each with different data needs, that will have various degrees of interactions with the FDP Programme to perform the activities and services for each of the five Use Cases. Below is a high-level view of the different user groups interactions within each Use Case.



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		Use cases								
		Population health and person insight	Care Coordination					Elective recovery	Vaccinations and immunisations	Supply chain
			Discharges	Anticipatory Care	Virtual Wards	Screening	Elective Hubs			
User groups	Local virtual wards teams (ICS, Trust, other providers)		X		X					
	Discharge teams		X							
	Referral teams				X		X			
	Suppliers of post-discharge services		X							
	National vaccination and screening teams	X		X		X		X	X	
	Local population health management teams (ICS)	X		X		X		X	X	
	Potential wider applications e.g., identifying cohorts for anticipatory care	X		X		X		X	X	
	National data and analytics teams	X	X	X	X	X	X	X	X	X
	Local operational users (ICS, Trust, other providers)	X	X	X	X	X	X	X	X	X
	Clinicians, nurses and scheduling teams		X	X	X	X	X	X		X
	National supply chain teams		X	X	X				X	X
	Regional supply chain teams		X	X	X				X	X
	Patients						X	X		
	Local anticipatory care services (ICS)		X	X	X	X	X	X		

Table 4. User Groups for the initial 5 Use Cases.



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## Appendix 3: Business Capabilities

A detailed overview of the business capabilities can be found below (see Table 5).

FDP Business Capability	Example sub-capabilities	Description
User Research, UX and UI inc. Accessibility	User Research, UX, UI	Core focus on user research to support user centred design and consumer experience through continued engagement with end consumers mapping their journeys, pain points and successes
Account Management	CRM, Tenant on-boarding, off-boarding and complaints/feedback, information & advice	On-going relationship management of each tenant inc. on-boarding, off-boarding, continuous collection, management and resolution of complaints and feedback
DevOps	BA/Requirements, Test Engineers, Developers, Scrum Master	Design, build, iterate and test of FDP features and solutions. Continuous enhancements of FDP through driving technical innovation
Data Engineering, Analytics & Dashboards	Data on-boarding, Data off-boarding, linkage, Advanced Analytics, Visualisations	Organising, structuring, processing, and examining data through advanced analytics. Data on-boarding activity to capture consumer data, process associated privacy and preference settings, linking data and destruction of data at off-boarding. Industry-led solutions that track and display tenant-facing interactive and customizable data visualisations. Tenants have additional abilities to create and track performance through KPIs and other metrics
Technical Support	1 <sup>st</sup> Line, 2 <sup>nd</sup> Line and 3 <sup>rd</sup> Line Technical support	1 <sup>st</sup> Line - Service Desk support 2 <sup>nd</sup> Line - Technical platform service-desk support for FDP tenant support including self-service 3 <sup>rd</sup> Line - Escalation technical support for complex or non-standard tenant and consumer issues
Solution Architecture	-	Developing technical blueprint for specific solutions to meet Use Case needs
Data Governance and Assurance	Data Quality, Data Assurance, Data Compliance, External Data Sharing	Processes and checks in place that enhance integrity of data quality and ensure data Accuracy, Cleanliness and Completeness.
Security & Privacy Compliance	Data Encryption, Audit, Logging, Security Compliance, Monitor	Providing security and privacy compliance oversight across all layers of FDP Programme including technology, process,



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FDP Business Capability	Example sub-capabilities	Description
	and Protection (See Ap. 5)	and people to ensure compliance with NHS policy and UK Legislation
Platform Solution & Service Management	BCDR, Scalability Support, IDAM Integration, Infrastructure integration	Providing integration and critical infrastructure function with the ability to rapidly respond to changes including unexpected interruptions of varying scales whilst maintaining business continuity
Application & Release Management	Patch and release management	Management of overarching application operations including patches, version-control, upgrades, and management of new feature releases with minimal impact to services
Knowledge Management	Documentation, Learning Management System	Dedicated focus on knowledge management and empowering NHS England (and other NHS organisations using the FDP) through training, documentation, co-working and supporting learning management activities
Marketplace	Marketplace Development, Troubleshooting, App on-boarding, Assurance	Out of scope for this procurement, to be considered in the Marketplace
Innovation	-	Continuous user-centric innovation to establish industry-leading improvement to processes, customer insights and use of technologies. This capability will support the FDP Use Case business partners/POs
Training	-	Training to platform and solution users
Procurement	-	Performance and manage procurement of goods and services
Workforce Deployment	Resource Management, Recruitment, Flexible Resource Modelling/Planning	Centralised strategic workforce planning and scheduling across the FDP Programme. This will link to insource and outsource decisions based on capabilities identified as needed to be retained-inhouse and where external providers may be brought in to provide specialist capabilities
Comms and Engagement	-	Consumer-oriented capability to drive consumer interest and uptake of FDP platform and marketplace through research, analysis, information, and engagement
Portfolio & Change Management	Roadmap/Portfolio Management, Change Management	Overarching management of all FDP pipeline and dependent projects to enable effective prioritisation and activity planning. Plan and design implementation approach of FDP



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FDP Business Capability	Example sub-capabilities	Description
		changes, integrating with relevant NHS change forums to ensure smooth transition
Commercial / Legal / Finance	Commercial, Legal, Finance	Common corporate functions
Programme / Risk Management & Benefits	Programme management, Risk management, Benefits tracking	Supporting Use Case Programme by consistently defining, planning, identifying, and mitigating risks, identifying dependencies, and implementing supporting projects within budget and time
Enterprise Architecture	-	Defining the overall NHS blueprint through defining, organising, standardising and documenting NHS structure and interrelationships. Ability to identify and analyse the executive of change toward desired NHS vision and outcomes
Use case Business Partner/Product Owner	-	Use case strategy; managing roadmap prioritisation; identifying and setting up enabling programme(s) and team(s)

Table 5. Description of Business Capabilities.

## Appendix 4: Indicative NHS Roles for FDP Programme

Figure 11 details indicative internal roles for the FDP Programme. These roles are expected to evolve throughout the duration of the FDP Programme and are subject to change.

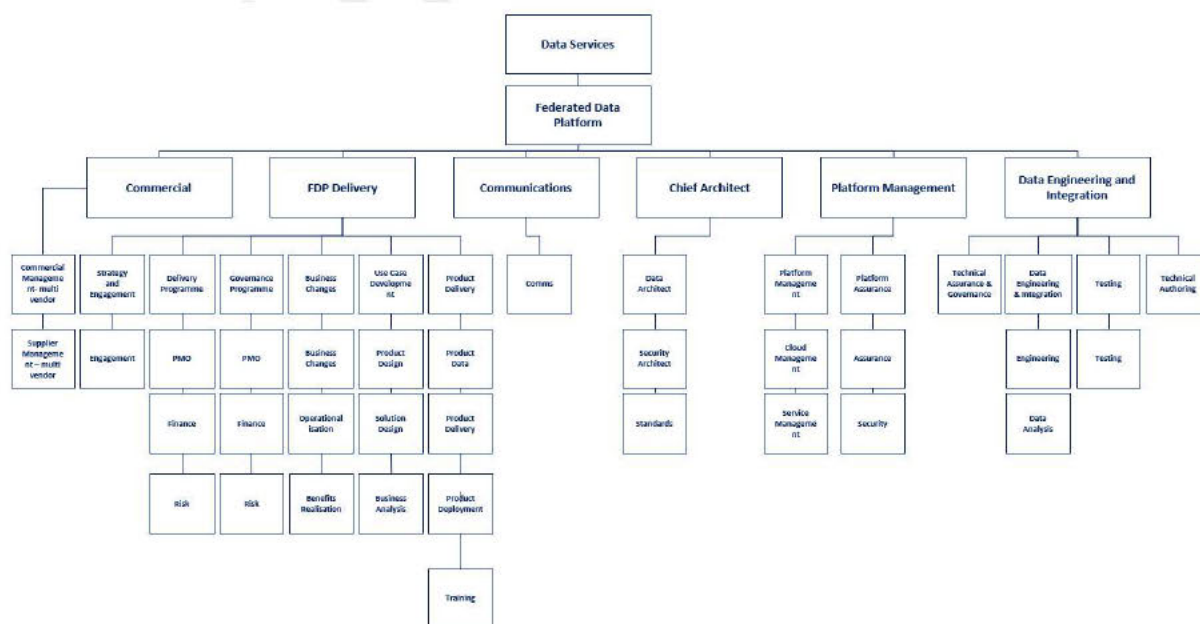




Figure 11. Indicative FDP Programme Roles.

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- 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%	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:

- 11 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.

## 12 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

- 13 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

See KPIs outlined in Document 3 specification

## 3 SERVICE LEVELS AND PERFORMANCE

- 3.1 The Buyer will measure the quality of the Supplier's delivery by:

KPI / SLA	Service Area	KPI/SLA description	Measurement
1	Statement of Work response	The Supplier must provide a suitable response to a SoW request within ten (10) working days	Completed SoW template from Supplier received within 10 working days of request received
2	Statement of Work mobilisation	The Supplier will mobilise their resources to deliver Statements of Works (SOW) as quickly as possible	Resources will be mobilised within 5 working days of a SOW being agreed
3	Continuous improvement	The Supplier will demonstrate efficiencies relating to SOW	The Supplier will identify opportunities and demonstrate savings at 6, 12 and 18 month intervals.



4	Customer service	The Supplier must respond on the same or next Working Day to customer or account management queries and escalations such as complaints	The Supplier must be available to acknowledge any customer or account management queries and escalations such as complaints on the same or next Working Day and set a timescale for resolution of which the Buyer is satisfied with.
5	Aggregated milestone performance of all SoWs	The Supplier must report on any milestones missed for all Statements of Work to date	Total Milestones missed in all Statements of Work to date
6	Change Requests	Respond to change requests within a 48-hour period	All change requests responded to in 48 hours confirming acceptance or request for further details
7	Knowledge Transfer	Agreed knowledge transfer documents to be uploaded to shared workspace (in format agreed with Authority in advance) at least 4 weeks prior to finalisation of Statement of Work	Documents in agreed format to be shared/uploaded 4 weeks prior to Statement of Work end date
8	Knowledge Transfer	Handover meeting to take place with Authority representative – in format agreed by Authority - 2 weeks prior (latest) to Statement of Work end date	Handover meeting completed 2 weeks prior to Statement of Work end date
9	Knowledge Transfer	Handover queries raised by the Authority post- handover meeting to be responded to within 1 working day	Queries related to handover post- handover meeting to be responded to within 1 working day
10	Knowledge Transfer	Appropriate resolution to all handover queries raised prior to the end of the Statement of Work date.	Queries raised prior to Statement of Work end date to be resolved within 1 week of the Statement of Work end date

The Buyer may require Additional KPIs and SLAs to be agreed for any Statement of Work and these will be set out and signed off within the Statement of Work.



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

To be set out and agreed in individual Statements of Work.



### **Annex 1 Part 5: Termination Trigger for Accrued KPI Failures**

To be set out and agreed in individual Statements of Work.



## **Annex 1 Part 6: Excusing Events**

N/A-Not Used.



## **Annex 2 Extra Key Provisions**

Not used.



## Annex 3

## Contract Price and Payment Terms

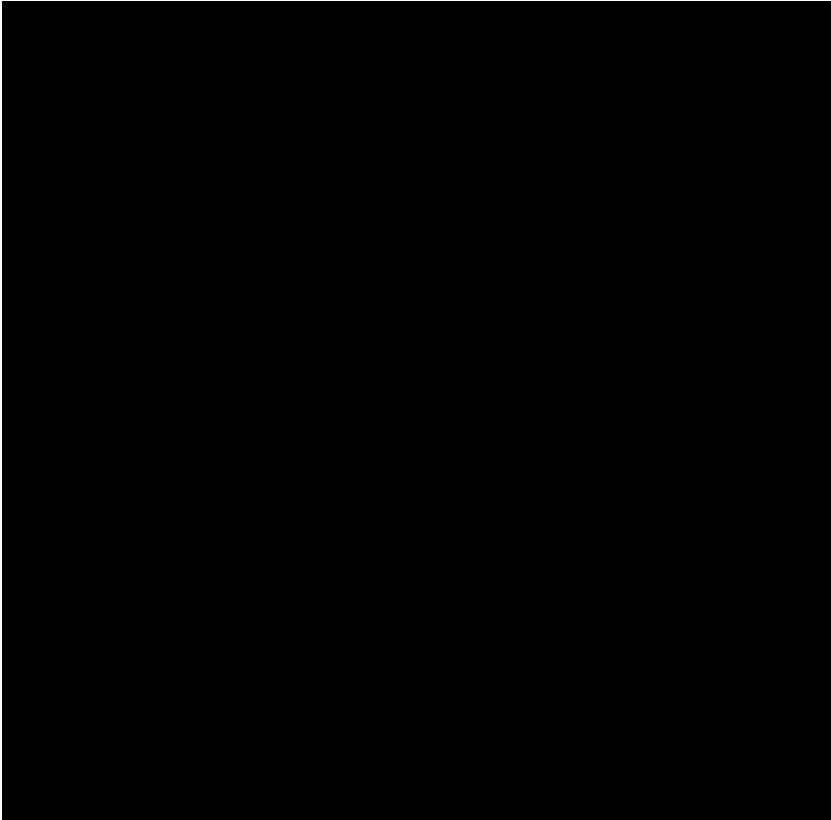
Contract Price	<ol style="list-style-type: none"> <li><b>1. Core Services –</b> This is a call-off contract with no commitment to work or spend <i>(the prices inputted by the Supplier in their Document 5: Commercial Document submission will apply.)</i> The Authority has the option to Call-Off the Core Services at the fixed prices set in Document 5 without a requirement for a specific Statement of Works to be drafted and agreed.</li> <li><b>2. Services to be requested via Statements of Work –</b> Total Price to be agreed in each Statement of Work. The day rates for the resource proposed must be in line with the rate card for this call-off contract, or cheaper. The Supplier is encouraged to price individual SoW's competitively throughout the life of the contract.</li> <li><b>3.</b> Should the Supplier use one or more sub-contractors no additional premium / mark ups will be applicable to the rate card. Should any additional 3rd party costs be incurred (e.g. software / tools / licences) to fulfil the Statement of Works this must be clearly detailed and provided at cost – a discussion on whether it best for NHSE or the Supplier to source this would be undertaken.</li> </ol>
The method of payment for the Call-Off Contract Charges	BACS
Invoice details	<p>The Authority's method for the Supplier to invoice for the provision of the Services is for the Supplier to register and connect with the Buyer on Tradeshift:</p> <p><a href="https://go.tradeshift.com/register">https://go.tradeshift.com/register</a></p>
Who and where to send invoices to:	Invoices should be addressed to NHS England, Phoenix House, Topcliffe Lane,



	Wakefield, WF3 1WE and must be submitted electronically on Tradeshift: <a href="https://go.tradeshift.com/register">https://go.tradeshift.com/register</a>
<b>Invoice information required</b>	<ol style="list-style-type: none"> <li>1. the date of the invoice</li> <li>2. a unique invoice number</li> <li>3. the Service Period or other period(s) to which the relevant Charge(s) relate</li> <li>4. the correct reference for this Contract</li> <li>5. the reference number of the purchase order to which it relates</li> <li>6. the dates between which the Services subject of each of the Charges detailed on the invoice were performed</li> <li>7. a description of the Services</li> <li>8. the SOW title (if applicable)</li> <li>9. the SOW reference number (if applicable)</li> <li>10. the milestone reference/s the invoice relates to</li> <li>11. the pricing mechanism used to calculate the Charges (such as Fixed Price, Time and Materials etc.) The price should mirror the price set out in the call-off contract/ Statement of Work</li> <li>12. the total Charges gross and net of any applicable deductions and, separately, any VAT or other sales tax payable in respect of each of the same;</li> <li>13. details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice</li> <li>14. a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries</li> <li>15. the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number)</li> </ol>



**Commercial Document ( Schedule 5 )**





Statement of Works Template (SOW)

SOW Reference:			
Summary of SOW:	•		
SOW Deliverables:			
SOW KPIs:			
SOW IPR:			
Contract Reference:		Business Area:	
SOW Term:			
SOW Value:			
Approved Spend:			
Payment Profile:			
Sign Off Recommendation:			
Risks:			
Supplier			
Required Signatory:			

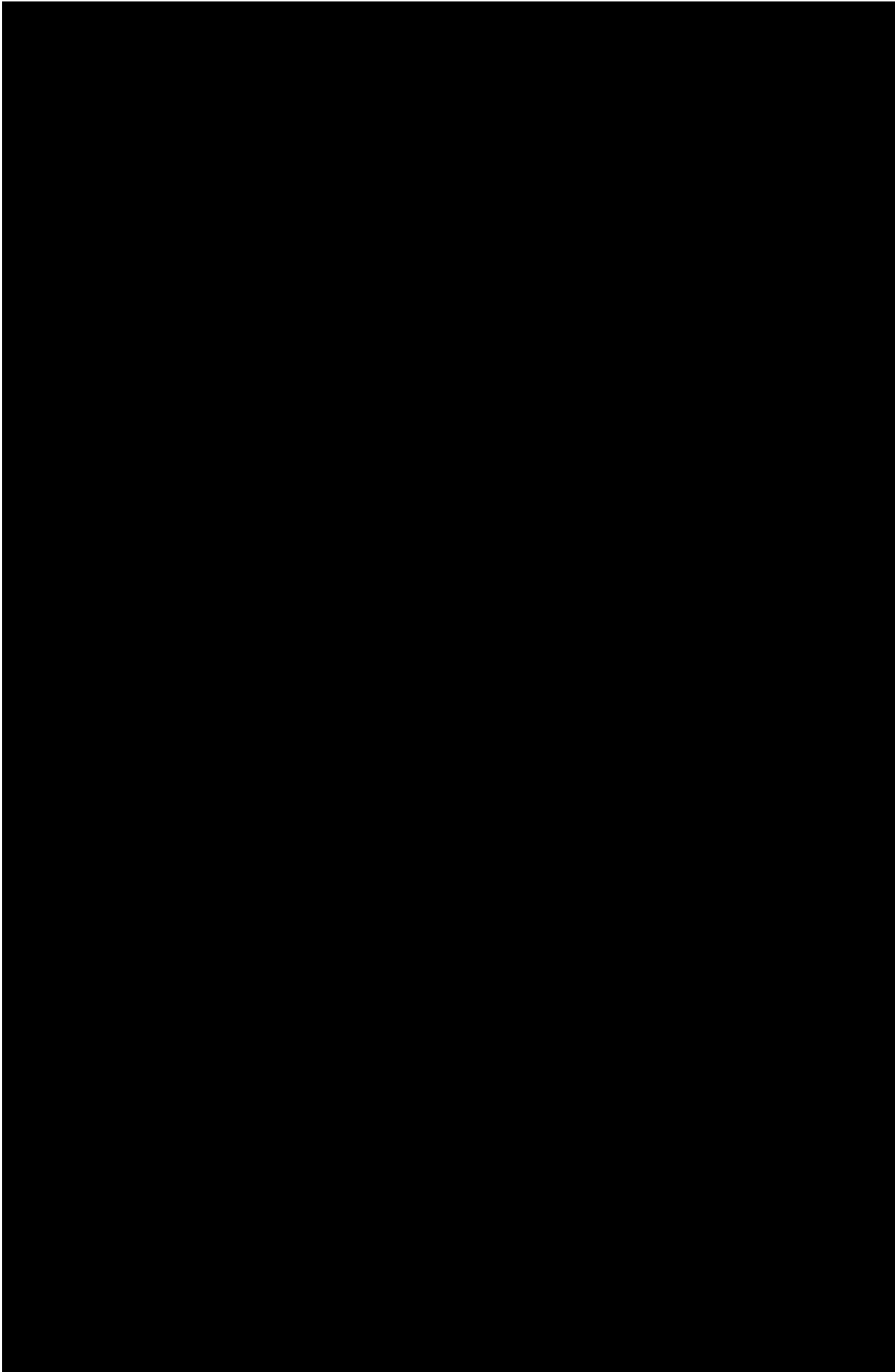
Annex A: Risks

Risk	Description	Mitigation



**Annex 4**

**Implementation Plan (if any)**













Annex 5

Information Security Management Plan

NHS England Information Security Policy:

Information Security Policy

Version number: 2.3

First published: September 2020

Date updated: August 2022  
Approved December 2022

Next review date: Annual Review- following NHSE Re-organisation Policy

prepared by: Muhammad Ayoub Ali, Information Security Manager

Policy Owner: Raghunath Vydyanath, Director of Corporate IT and Smarter Working

Brief summary of changes since previous version:  
Updates to current structure of NHS England and ways of working

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Document Owner: R. Vydyanath	Prepared by: M. Ali	First Published: 09/2020
Document number:	Issue/approval date: Aug 2022	Version number: 2.3
Status: Final	Next review date: Annual	Page 63



## 1. Purpose

NHS England are public bodies, with information processing as a fundamental part of their purpose. It is important therefore that NHS England's have a clear and relevant Information Security Policy. This is essential to our compliance with data protection and other legislation and to ensuring that confidentiality is respected.

The purpose of NHS England's Information Security Policy is to protect, to a consistently high standard, all information assets. The policy covers security which can be applied through technology but perhaps more crucially it encompasses the behaviour of the people who manage information in the line of NHS England business.

Information security is about peoples' behaviours in relation to the information they are responsible for, facilitated by the appropriate use of technology. The business benefits of this policy and associated guidance are:

- Assurance that information is being managed securely and in a consistent and corporate way.
- Assurance that NHS England is providing a secure and trusted environment for the management of information used in delivering its business.
- Clarity over the personal responsibilities around information security expected of staff when working on NHS England business.
- A strengthened position in the event of any legal action that may be taken against NHS England (assuming the proper application of the policy and compliance with it).
- Demonstration of best practice in information security.
- Assurance that information is accessible only to those authorised to have access.
- Assurance that risks are identified, and appropriate controls are implemented and documented.

The objectives of this policy are to establish and maintain the security and confidentiality of information, information systems, applications and networks owned or held by NHS England by:

- Ensuring that all members of staff are aware of their roles, responsibilities and accountability and fully comply with the relevant legislation as described in this and Information Governance policies.
- Working with other Arm's Length Bodies (ALBs) who share a common Open Service supply partner, to develop collaborative approaches, systems and processes relating to information security.
- Describing the principles of security and explaining how they are implemented in NHS England. Introducing a consistent approach to security, ensuring that all members of staff fully understand their own responsibilities.
- Creating and maintaining within NHS England a level of awareness of the need for information security as an integral part of day-to-day business.

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Document number:	Issue/approval date: Aug 2022	Version number: 2.3
Status: Final	Next review date: Annual	Page 64



<b>Protecting information assets under the control of NHS England. Confidentiality</b>	Access to data shall be confined to those with appropriate authority.
<b>Integrity</b>	Information shall be complete and accurate. All systems, assets and networks shall operate correctly, according to specification.
<b>Availability</b>	Information shall be available and delivered to the right person, at the time, when it is needed.

## 2. Scope

Staff of the following NHS England areas are within the scope of this document:

- Staff working in or on behalf of NHS England (this includes contractors, temporary staff, embedded staff, secondees and all permanent employees) and hosted bodies.
- NHS England's Commissioning Support Units.

## 3. Policy Statement

### 3.1 Contracts of Employment

Staff security requirements shall be addressed at the recruitment stage and all contracts of employment shall contain an appropriate confidentiality clause.

Information security expectations of staff shall be included within appropriate job definitions and descriptions.

Where the need may arise, a review of the employment contract may be taken with mutual agreement to include further security checks and access as per the staff job role.

Security requirements are subject to review and therefore staff will be made aware of any such changes where required.

### 3.2 Security Control of Assets

NHS England Corporate IT has established an IT asset management process and associated system; where applicable this will involve support and collaboration from any external vendor or service provider e.g., Advance365, OpenService etc.

All IT assets, (hardware, software, application, or data) shall have a named Information Asset Owner who shall be responsible for the information security of that asset.

IT asset registers will be stored by the respective service providers with access and/or updated copies of the registers provided to the IT team in the IT asset catalogue. All assets which contain personal information will be logged on the IAMS system.

### 3.3 Information Security Management System (ISMS)

An ISMS is a systematic approach to managing information so that it remains secure. The ISMS uses a risk-based approach to secure information by applying stringent checks and controls to human resources, processes, and IT systems.

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Steps will be taken to align NHS England's information security and IT policies and procedures in line with industry standards and ISMS processes e.g., ISO27001.

The group responsible for this is the Information Security Management System Group. This group is chaired by the Deputy Director Infrastructure, Security, Corporate IT and Smarter Working and reports directly to the Director of Corporate IT and Smarter Working and to the SIRO.

### 3.4 Access Controls

Access to information shall be restricted to users who have an authorised business need to access the information, as approved by the relevant IAO. All access shall be monitored to ensure it is in line with the user's role and responsibilities and that there is no excess of access or access creep. This will be done by ongoing vigilance, users informing IT as part of the incident reporting process or annual audits for assurance purposes.

Though primarily access will be granted through Active Directory, other access control mechanisms including single sign-on shall be used and deployed.

3.4 to 4.0 applies for NHSE assets and not personal assets where our services are consumed. For personal devices accessing our services please refer to the Acceptable use of ICT Policy and the Use your own device policy.

### 3.5 Computer Access Controls

Access to data, system utilities and program source libraries shall be controlled and restricted to those authorised users who have a legitimate business need e.g. systems or database administrators. Authorisation to use an application shall depend on the availability of a license from the supplier.

### 3.6 Application Access Controls

Access to data, system utilities and program source libraries shall be controlled and restricted to those authorised users who have a legitimate business need e.g. systems or database administrators. Authorisation to use an application shall depend on the availability of a license from the supplier.

Access shall be reviewed and where necessary redacted when not required as part of a user's role.

### 3.7 Equipment Security

To minimise loss of, or damage to, all assets, the Corporate IT team shall ensure that all electronic equipment and assets shall be identified, registered and physically protected from threats and environmental hazards.

All devices must be kept secure, and their screens locked when not in use. In public areas, extra attention should be paid to ensure devices are not left unattended.

In the event of loss or theft of any mobile or portable device, it must be reported to the police and the crime reference number provided to the IT Service/Support Team.

### 3.8 Mobile/Portable Devices and media

Portable devices, for example, laptops must be encrypted and kept securely and their screen locked when not being used. In public areas extra attention should be paid to ensure devices are not left unattended. All use of removable media must be authorised by the member of staff's line

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manager, who must accept responsibility for any risk raised by the use of the removable media. This request must be endorsed by the Information Security Manager from a security perspective and maybe referred to the IG team if there are data protection concerns.

NHSE does not endorse the use of USB drives. We recommend that this data is stored on cloud hosted NHSE O365/Azure instance. Where this is not possible i.e. exceptional edge conditions, we recommend that only encrypted drives be used but only after getting approval from [england.itsecurity@nhs.net](mailto:england.itsecurity@nhs.net)

Corporate IT systems automatically encrypt removable media. Removable media (including USB flash media) that will be used by NHS England employees internally or externally requires approval. The users line manager must support the request explaining the business need and purpose. The request for approval will go to the Information Security team [england.itsecurity@nhs.net](mailto:england.itsecurity@nhs.net) before the media may be used on NHS England devices, the user's line manager must accept responsibility for any risks associated with its use. Users breaching this requirement will be subject to disciplinary action.

This applies to media provided by the corporate IT and procured by the teams themselves in line with IT security requirements for removable media.

### 3.9 Physical Security

The physical security of NHS England's information is the responsibility of all staff. The protection of both personal and non-personal information is paramount in maintaining confidentiality. The physical environment must be recognised as providing a layer of protection to data and information. This is achieved by the following means:

- Controlling access to sites, buildings and offices
- Ensuring desks and work areas are clear at the end of each day
- Use of locked cabinets within offices to restrict access to information
- Checking that visitors to sites are authorised to be there
- Ensuring that when information is taken off site, it is done so securely or preferably via a means of encryption
- Always wearing an ID badge when on site

Staff security requirements shall be addressed at the recruitment stage and all contracts of employment shall contain an appropriate confidentiality clause. Information security expectations of staff shall be included within appropriate job definitions.

### 3.10 Viruses, Malware and Malicious Code

All IT equipment used by staff is protected by countermeasures and management procedures to protect against the threat of malicious software. This includes an approved anti-virus (AV) software, intrusion detection and prevention software and hardware controls and suspicious email traffic blocking by NHSmail. The Corporate IT will ensure that all AV software is functioning correctly and is up to date with the latest virus definitions. All incoming and outgoing internet traffic will be routed through dedicated servers and other network devices that provide AV scanning.

All staff shall be expected to co-operate fully with this policy. Users shall not install software on NHS England's property without permission from the IT Service Desk

[ITservicedesk@england.nhs.uk](mailto:ITservicedesk@england.nhs.uk)

### 3.11 Computer and Network Procedures

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Management of computers and networks shall be controlled through standard documented procedures. This will also require agreed systems and processes with third party vendors working for and on behalf of NHS England.

All changes will be actioned as per section 4.17 below.

### 3.12 Email

Access is granted to the internet and NHS mail primarily for legitimate business purposes. Limited and reasonable personal use is permissible. Each employing organisation and your NHS mail provider reserve the right in their absolute discretion to withdraw permission for personal use of the internet and/or email at any time.

Personal use should take place substantially out of normal working hours.

Your NHS Mail account is provided as a business tool by NHS Digital. This policy also applies to any other email account in use for business purposes within NHS England.

This policy, together with the Acceptable Use of ICT and User Obligations Policy applies to the use of NHS mail accounts. In the event that you are absent for a substantial period of time, or where you are no longer employed and access to your mail account is required for business continuity purposes, such access may be granted where deemed necessary and proportionate following a Data Protection Impact Assessment, which must be sent to the Information Governance Team and only after approval from the Senior Information Risk Owner or Deputy and the Director or regional HR Director.

Emails marked as personal that are stored within your email accounts will only be accessed knowingly in exceptional circumstances and where it is proportionate in the circumstances i.e. an investigation is taking place.

NHS mail accounts belonging to staff leavers shall remain accessible for a period of 3 months; 6 months for inactive accounts. Access will only ever be provided to a third party after a Data Protection Impact Assessment has been undertaken. Access to archived emails can be sought but only in very exceptional circumstances.

NHS mail remains a non-NHS England service and thus we have limited administrative access around its use and backend processes.

Whilst using NHS mail, staff are required to agree and follow the terms of the NHS mail service as per their guidance documents available on their website.

### 3.13 Information Asset Risk Assessment

All information assets will be identified and assigned an Information Asset Owner (IAO). IAOs shall ensure that information risk assessments are performed at least annually, following guidance from the Senior Information Risk Owner (SIRO). IAOs shall submit the risk assessment results and associated mitigation plans to the SIRO for review. Please see the Information Risk Procedures for further information.

### 3.14 Information Security Events and Weaknesses

All NHS England information security events, near misses, and suspected weaknesses are to be reported to the Information Security team- in the first instance. All adverse incidents shall be reported to the NHS England Information Governance Team also. For the purpose of reporting, the Information Security Incident Reporting procedures must be complied with.

### 3.15 Classification of Sensitive Information

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NHS England shall implement appropriate information classifications controls, based upon the results of formal risk assessment and guidance contained within the Data Security and Protection (DSP) Toolkit to secure their information assets. Further details of the classifications controls can be found in the [Corporate Document and Records Management Policy](#).

### 3.16 Protection from Malicious Software

NHS England and its Corporate IT service providers shall use software countermeasures and management procedures to protect itself against the threat of malicious software. All staff shall be expected to co-operate fully with this policy.

Users shall not install software on NHS England's property without the necessary appropriate permissions.

Users breaching this requirement may be subject to disciplinary action as they are putting NHS England's network, attached devices, users and the data which NHS England hold at risk.

### 3.17 Monitoring System Access and Use

An audit trail of system access and staff data use shall be maintained and reviewed on a regular basis. NHS England will put in place routines to regularly audit compliance with this and other policies. In addition, it reserves the right to monitor activity where it suspects that there has been a breach of policy. The Regulation of Investigatory Powers Act (2000) permits monitoring and recording of employees' electronic communications (including telephone communications) for example:

- Establishing the existence of facts
- Investigating or detecting unauthorised use of the system Preventing or detecting crime
- Ascertaining or demonstrating standards which are achieved or ought to be achieved by persons using the system (quality control and training)
- In the interests of national security
- Ascertaining compliance with regulatory or self-regulatory practices or procedures
- Ensuring the effective operation of the system.

### 3.18 Access to locations where personal data is stored and processed

NHS England have documented physical access control policies and procedures in place for all restricted areas. We maintain a system of employee identification, verification and authorisation and generate security passes for sites and restricted areas.

Additionally, building pass management is undertaken by the Estates Management function, provided by the estate and facilities provider (e.g. DHSC).

Visitor sign-in registers are used in conjunction with temporary access passes to control access for non-employees to sites. Security guards are present at all sites. Key sensitive areas have additional coded locks or swipe card access restrictions, such as the server and communications rooms.

### 3.19 Accreditation of Information Systems

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NHS England shall ensure that all information systems, applications and networks include a System Level Security Policy (SLSP) and are approved by the Information security team after technical review and presented at the Information Security Management System (ISMS) group meeting before they commence operation. All SLSPs should also be reviewed by Corporate IG should the system process personal data.

### 3.20 Systems Change Control

Changes to information systems, applications or networks shall be reviewed and submitted to the Change Advisory Board (CAB) for approval prior to change. In certain circumstances minor or routine changes may be approved by a senior manager after consulting with stakeholders and for urgent emergency changes.

### 3.21 Business Continuity and Disaster Recovery Plans

NHS England will implement a business continuity management system (BCMS) that will be aligned to the international standard of best practice (ISO 22301:2012 – Societal security – Business continuity management systems - Requirements).

Business Impact Analyses will be undertaken in all areas of NHS England. Business continuity plans will be put into place to ensure the continuity of prioritised activities in the event of a significant or major incident.

The Director of Corporate IT, Infrastructure and Smarter Working has a responsibility to ensure that appropriate disaster recovery plans are in place for all priority applications, systems and networks and that these plans are reviewed and tested on a regular basis.

The SIRO has overall accountability.

### 3.22 Risk and audit-based approach

All information assets must be risk assessed and identified risks recorded in the relevant IT/IG risk register, and escalated to the corporate risk register where required, with management approval. Action plans will subsequently be put in place to mitigate the identified risks. Any implemented information security arrangements will be reviewed on a regular basis by the risk owner, following up with spot checks by the Information Governance Assurance and Planning Team.

NHS England will ensure that adequate audit provision is in place to ensure continuing effectiveness of information security management arrangements.

Any security measures must be viewed as necessary protection against a risk of an event occurring, or to reduce the impact of such an incident. Some of these events may be deliberate acts of damage and others may be accidental. Nevertheless, a range of security measures can be deployed to address:

- The threat of something damaging the confidentiality, integrity or availability of information held on systems or manual records.
- The impact that such a threat would have if it occurred.
- The likelihood of such a threat occurring.

Additional audits shall be conducted in line with organisational requirements for assurance of security controls, data protection and time to time directives.

Annual audits shall be listed in the information security audit planner. This includes annual penetration testing of all the NHS England internet facing URLs and IP ranges.

### 3.23 Data and Information backup

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NHS England will ensure that data located on network servers is backed up in accordance with the approved network back-up procedure. The backup or restore procedures for all systems will include performing backups to a defined schedule for example, every 24 hours, at the end of each work period.

Such information is to be stored off-site as required to minimise the loss of information destroyed as a result of local building or system damage. Backups are to be checked and assessed for integrity on a regular basis.

Cloud backups are in line with contractual agreements with the cloud platform providers.

### 3.23.1 Security and storage of backups

All backup media will be securely stored, accounted for and will only be available to authorised persons. Where long term storage is required for regulatory or legislative compliance, care should be taken to ensure that the media on which the data is held will not become obsolete or degraded during the storage period.

The above applies to on-prem or physical backup solutions where applicable.

### 3.23.2 Data Retention

NHS England holds and processes a significant amount of data of several types. These different data types additionally have different retention periods which are detailed in the [Corporate Records Retention Schedule](#).

Records should be reviewed regularly to ensure that retention guidelines are being adhered to. If staff have any queries, they should contact [england.ig-corporate@nhs.net](mailto:england.ig-corporate@nhs.net).

## 3.24 Human Resource Security

NHS England will ensure that employees and third-party users understand their responsibilities and that their system access is suitable for their roles. Security responsibilities shall form part of their contract and induction.

All candidates shall be screened in relation to the sensitivity of their considered role. For the duration of their contract all HR disciplinary processes shall be applied to cases of employees committing serious security breaches.

Upon termination of employment, contract or agreement, all employees are required to return all information assets in their possession back to NHS England as per the Leaver's Policy. Additionally the access rights of all employees, contractors and third-party users to information and information processing facilities will be removed on termination of employment, contract or agreement, or adjusted as necessary on change of role.

## 3.25 Security of external parties

NHS England will assign access to third party organisations based on a risk assessment. This will ensure that access is only granted where there is a genuine, authorised business need. The security of NHS England assets may be put at risk by

third parties if they do not have the correct security controls in place. The risk assessment shall aim to identify such risks and mitigate against them.

All contracts should include schedules for escalation of cyber incidents to NHS England without delay and annual re-assertion to NHS England's cyber requirements.

### 3.25.1 Third party contracts

All third party contracts must be reviewed and the necessary information governance and information security requirements must reflect their acceptance of the Information Security Policy. Where third party service delivery is used to provide operational services to NHS

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England, security controls, service definitions and delivery levels should be specified in the relevant contracts and agreements.

Services, reports and records from the third-party supplier should be regularly reviewed and monitored by the relevant lead/procuring manager supported by the Corporate IG team.

Audits of the services provided should be planned and conducted where practical and possible. The right to monitor, audit and revoke user access and third-party access is included in the contract clauses. Clauses to ensure the return and/or destruction of any NHS England information at the end of the contract must be present in addition to acceptance of any other NHS England policies and procedures relevant to the contract.

### 3.26 Information Disposal

Any equipment which holds, stores or processes data for NHS England or will be securely cleared or destroyed at the end of its functional life. Sensitive data, licensed software and other material will be securely erased or overwritten prior to releasing equipment for re-use or disposal. Computer assets must be disposed of in accordance with the IT asset disposal procedure and a Record of Disposal Certificate must be issued by the contracted disposal company.

All data storage devices must be purged of personal or commercially sensitive data before disposable. Where this is not possible, the equipment or media must be destroyed by a technical waste service provider.

Printed matter containing sensitive information should be destroyed using an appropriate method, such as shredding or using confidential waste bins.

Working remotely, staff should ensure they dispose of such data in as secure a manner as possible. If you do have a shredder available, then best effort must be done to manually shred the documents to as small pieces as possible as you would your own personal information.

### 3.27 Training & Awareness

Training is mandatory and all staff are required to complete annual on-line IG training via the ESR system which includes data security and protection modules.

All guidance, policy, and awareness related documentation shall be available to all staff on the joint intranet for easy access and reference. Staff can also contact the information security team with any queries they may have at any time at [england.itsecurity@nhs.net](mailto:england.itsecurity@nhs.net).

### 3.28 IG requirements for New Processes, Services, Information Systems and Assets

The IG requirements for New Processes, Services, Information Systems and Assets procedure must be complied with when:

- A new process is to be established that involves processing of personal data (data relating to individuals);
- Changes are to be made to an existing process that involves the processing of personal data;
- Procuring a new information system which processes personal data, or the licensing of a third-party system that hosts and or processes personal data;

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- Introducing any new technology that uses or processes personal data in any way.

### 3.29 Use your own device (UYOD)

Please refer to the “Use your Own Device” policy.

## 4. Roles and Responsibilities

### 4.1 Chief Executive

Responsibility for information security resides ultimately with the Chief Executive. This responsibility is discharged through the designated roles of Senior Information Risk Owner and Deputy Director Infrastructure. Corporate IT and Smarter Working, as per business needs and Information Security industry best practice for governance,

### 4.2 Senior Information Risk Owner (SIRO)

The national Senior Information Risk Owner (SIRO) is responsible for information risk within NHS England and advises the Board on the effectiveness of information risk management across NHS England.

#### 1.1 *Deputy SIROs have also been appointed in central and regional teams to support the national SIRO.*

Hosted bodies, including CSUs will have their own SIRO.

### 4.3 Data Protection Officer (DPO)

As a public authority NHS England are required to appoint a Data Protection Officer under the General Data Protection Regulation (GDPR). The Information Governance Policy establishes this role. The DPO is responsible for providing advice, monitoring compliance, and is the first point of contact in NHS England for data protection matters. The DPO reports to the SIRO and directly to the Board in relation to data protection matters.

CSUs have appointed Deputy DPOs that report directly to the joint NHS England DPO.

### 4.4 Senior Managers

As per this and associated policies, Senior Managers are responsible for the security of their physical environments where information is processed or stored. Furthermore, they are responsible for:

- Ensuring that all staff, permanent, temporary and contractor, are aware of the information security policies, procedures, and user obligations applicable to their area of work.
- Ensuring that all staff, permanent, temporary and contractor, are aware of their personal responsibilities for information security.
- Determining the level of access to be granted to specific individuals. Ensuring staff
- have appropriate training for the systems they are using. Ensuring staff know how to
- access advice on information security matters.

### 4.5 Head of Corporate Information Governance (IG)

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The Head of Corporate IG will be responsible for maintaining appropriate policies and guidance for staff around the use and processing of personal data or information contained within NHS England's information assets in line with data protection and data security legislation and regulations.

## **4.6 Deputy Director Infrastructure, Corporate IT and Smarter Working**

The Deputy Director of Infrastructure, Corporate IT and Smarter Working is responsible for developing, implementing, and enforcing suitable and relevant information security procedures and protocols to ensure NHS England and its partner organisations systems and infrastructure remain compliant with relevant legislation, guidance, and security industry best practice.

They are responsible for ensuring the continuous review, update, and alignment of all IT assets as well as policies and procedures to conform to applicable guidance and security requirements.

## **4.7 Information Security Manager**

The Information Security Manager will support the Deputy Director of Infrastructure, Corporate IT and Smarter Working to implement the above and lead on the operational information security processes and projects across NHS England and its subsidiary entities.

The Information Security Manager shall be the point of contact for all internal information security assurance, training, testing, developments, investigations, and queries.

## **4.8 Information Asset Owners (IAOs)**

All IAOs are responsible for ensuring the confidentiality of their assets and maintaining up to date access lists of users. They must ensure that third-party data processors have appropriate information security and/or Cyber Essentials accreditation where appropriate for assets stored electronically with third parties.

IAOs are also responsible for ensuring appropriate data protection assurance from all third-party suppliers processing NHS England or data for their own information assets.

## **4.9 All Staff**

All staff are responsible for information security and therefore must understand and comply with this policy and associated guidance. Failure to do so may result in disciplinary action. In particular all staff should undertake their mandatory annual IG training and ensure that they also understand:

- What information they are using, how it should be protectively handled, stored, and transferred.
- What procedures, standards and protocols exist for the sharing of information with others.
- How to report a suspected breach of information security within NHS England.
- Their responsibility for raising any information security concerns with the Information Security Manager and reporting incidents directly through the online [incident reporting portal](#).

## **4.10 External contractors**

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Contracts with external contractors that allow access to NHS England's information systems must be in operation before access is allowed. These contracts must ensure that the staff or sub-contractors of the external organisation comply with all our appropriate security policies.

Staff with additional 'administrative' accounts to systems are required to agree to additional undertakings regarding their enhanced level of responsibilities.

Contractors is defined as all NHSE staff who are not salaried via the NHS England Electronic Staff Record (ESR System).

## **5. Impact Assessments**

### **5.1 Policy Impact Assessment**

As part of the development of this policy, its impact on the business has been assessed; no detrimental issues were identified.

### **5.2 Equality and Health Inequality Analysis**

As part of the development of this policy, its impact on equality has been analysed and no detriment identified.

## **6. Associated Documentation**

The following documents will provide additional information:

- Acceptable Use of ICT and User Obligations
- Confidentiality Policy
- Document and Records Management Policy
- Data Protection Policy
- Freedom of Information Policy
- Information Governance Policy
- Information Sharing Policy

## **7. References – legislation**

- The Data Protection Act (2018)
- The General Data Protection Regulation
- The Copyright, Designs and Patents Act (1988)
- The Computer Misuse Act (1990)
- The Health and Safety at Work Act (1974)
- Human Rights Act (1998)
- Regulation of Investigatory Powers Act (2000)
- Freedom of Information Act (2000)
- Health & Social Care Act (2012)

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Annex 6

Supplier Solution

Question 1a

Please describe how if successful, you would deliver the core services set out in Document 3: Specification, Table 1?

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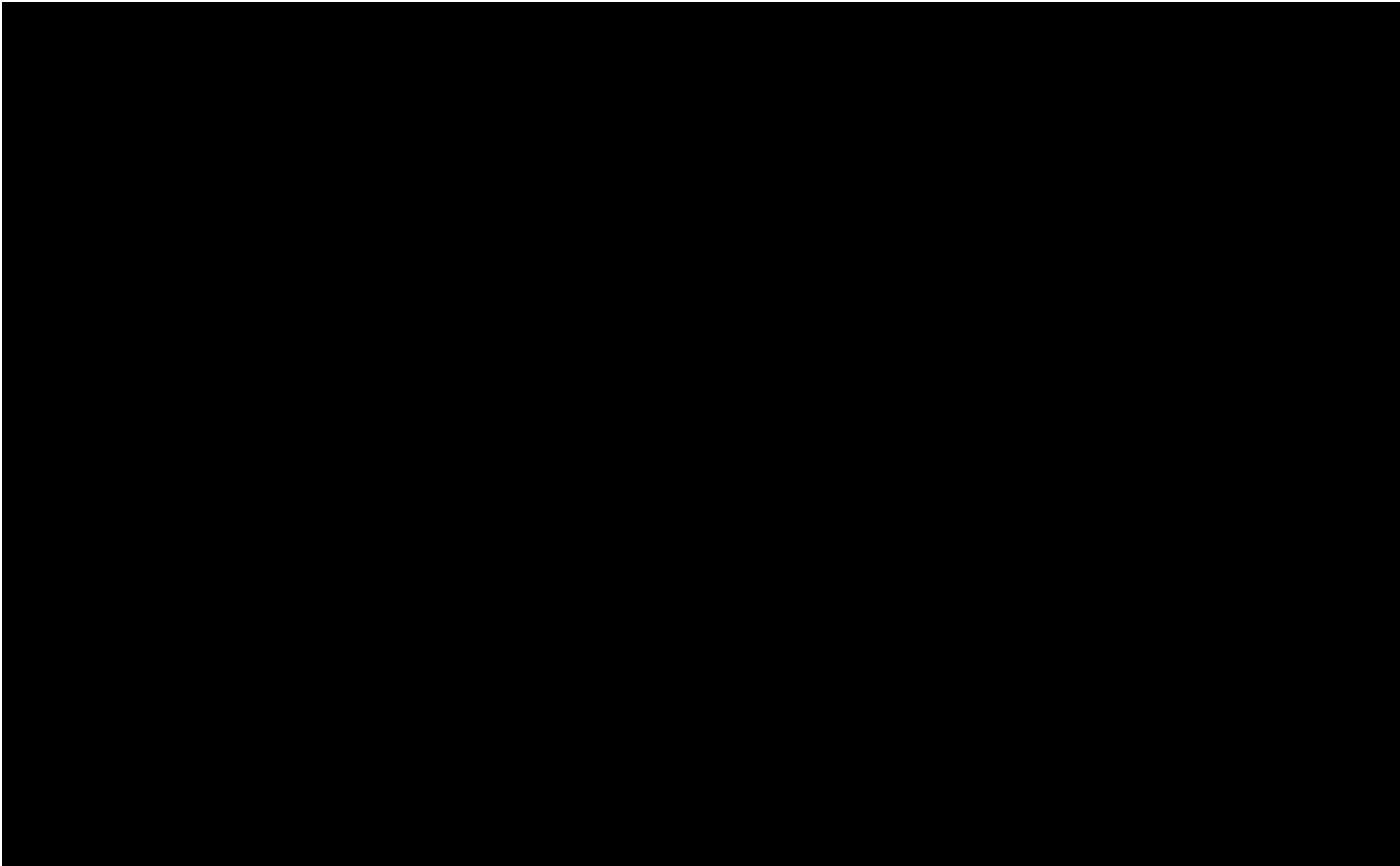
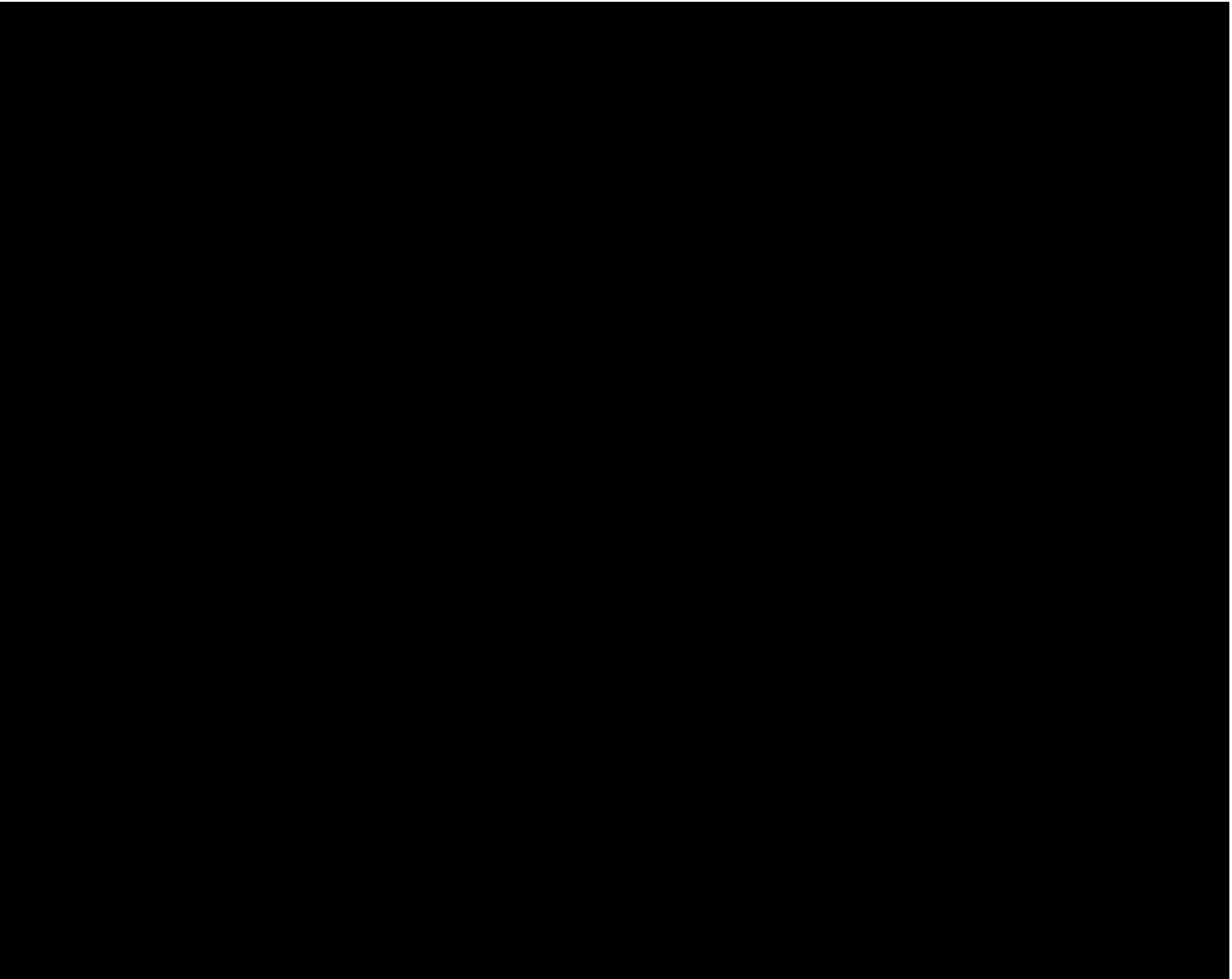
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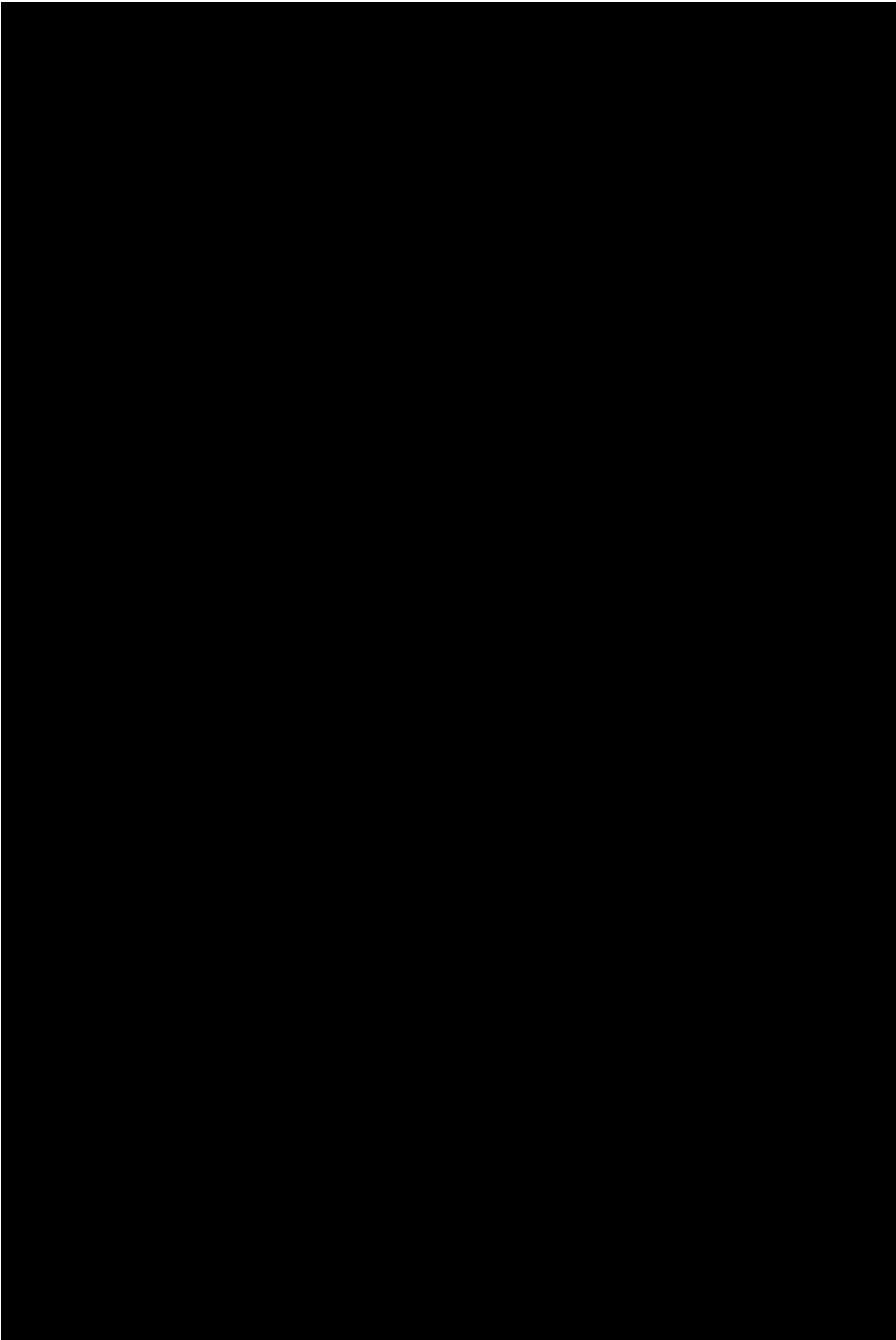
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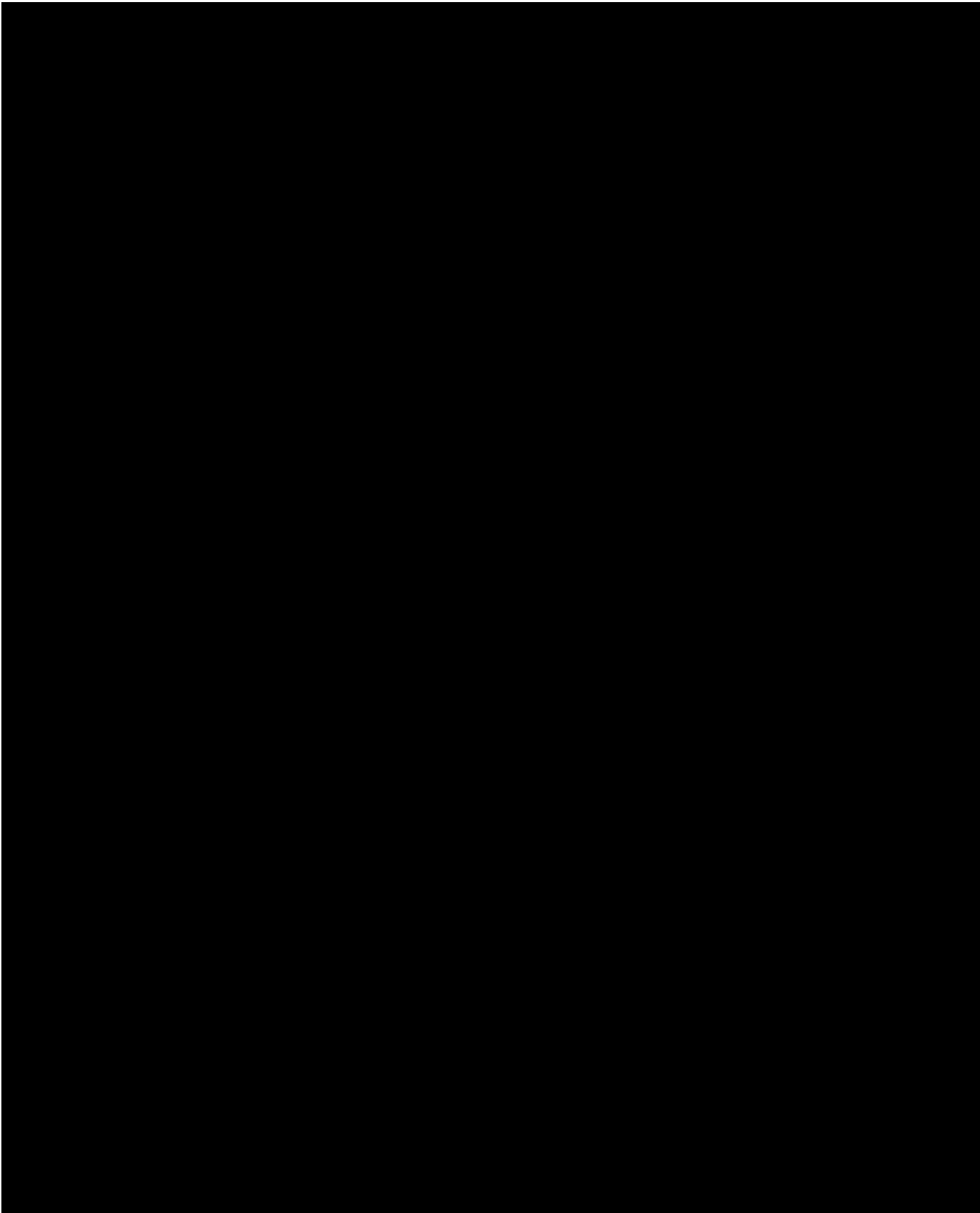
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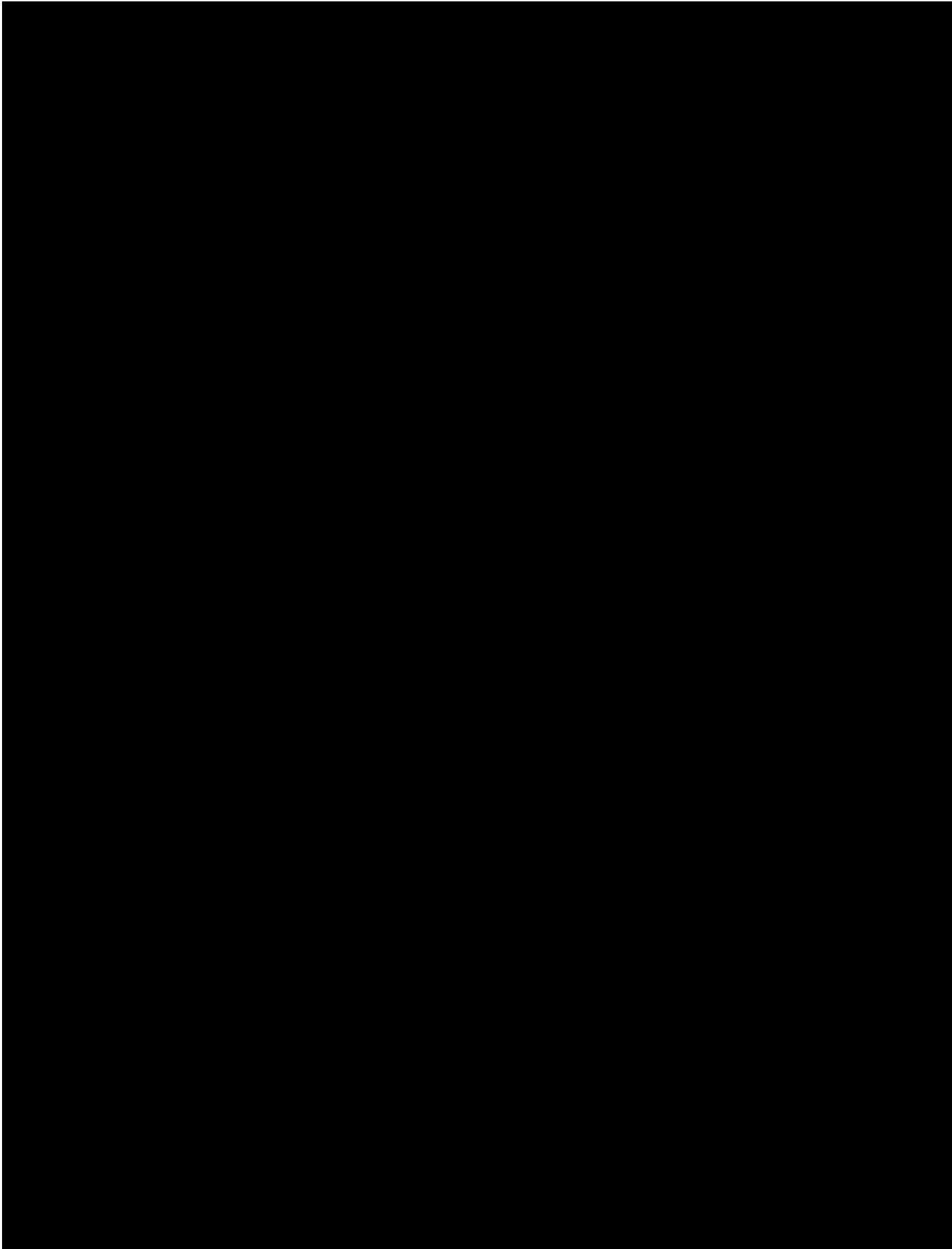
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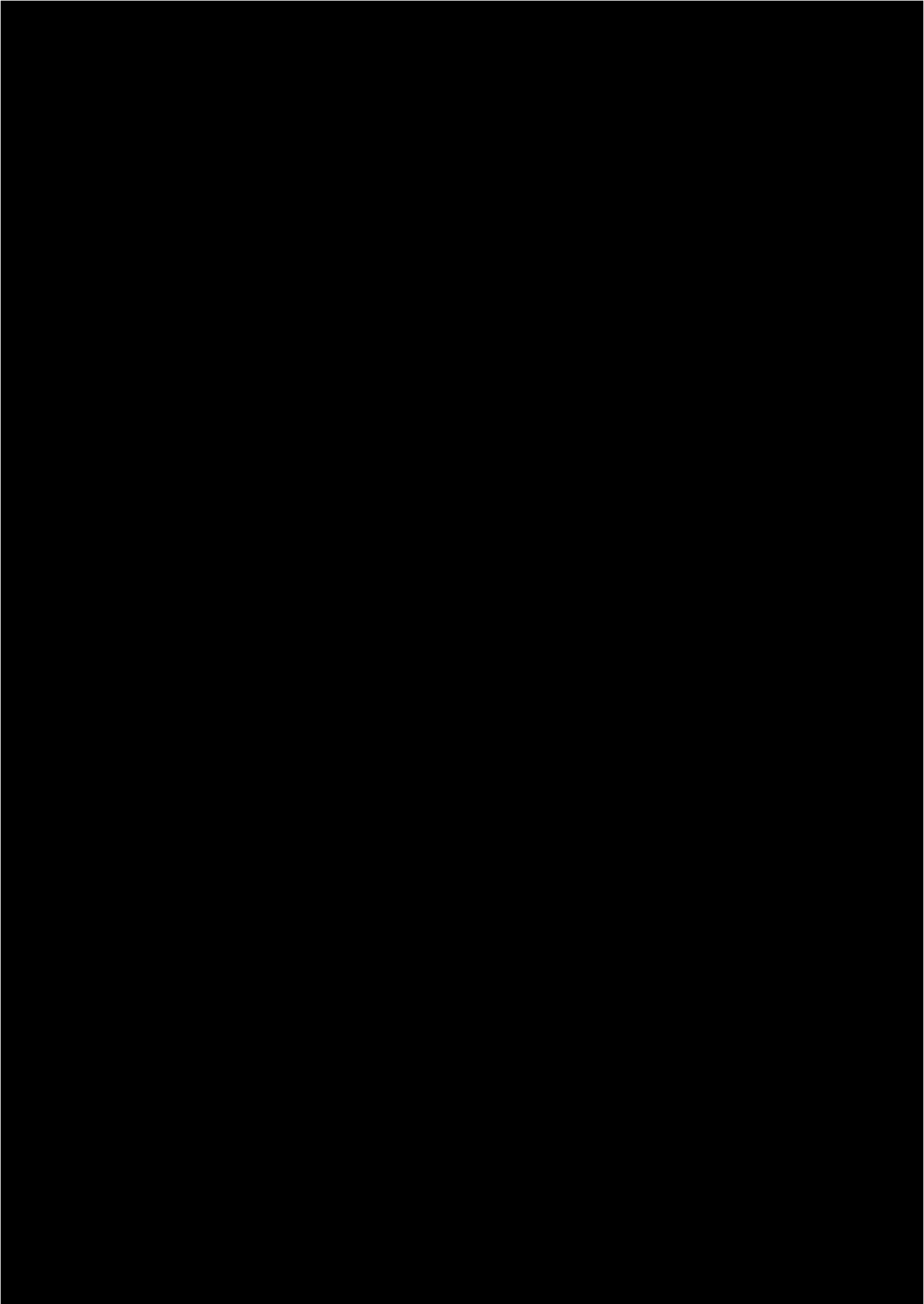
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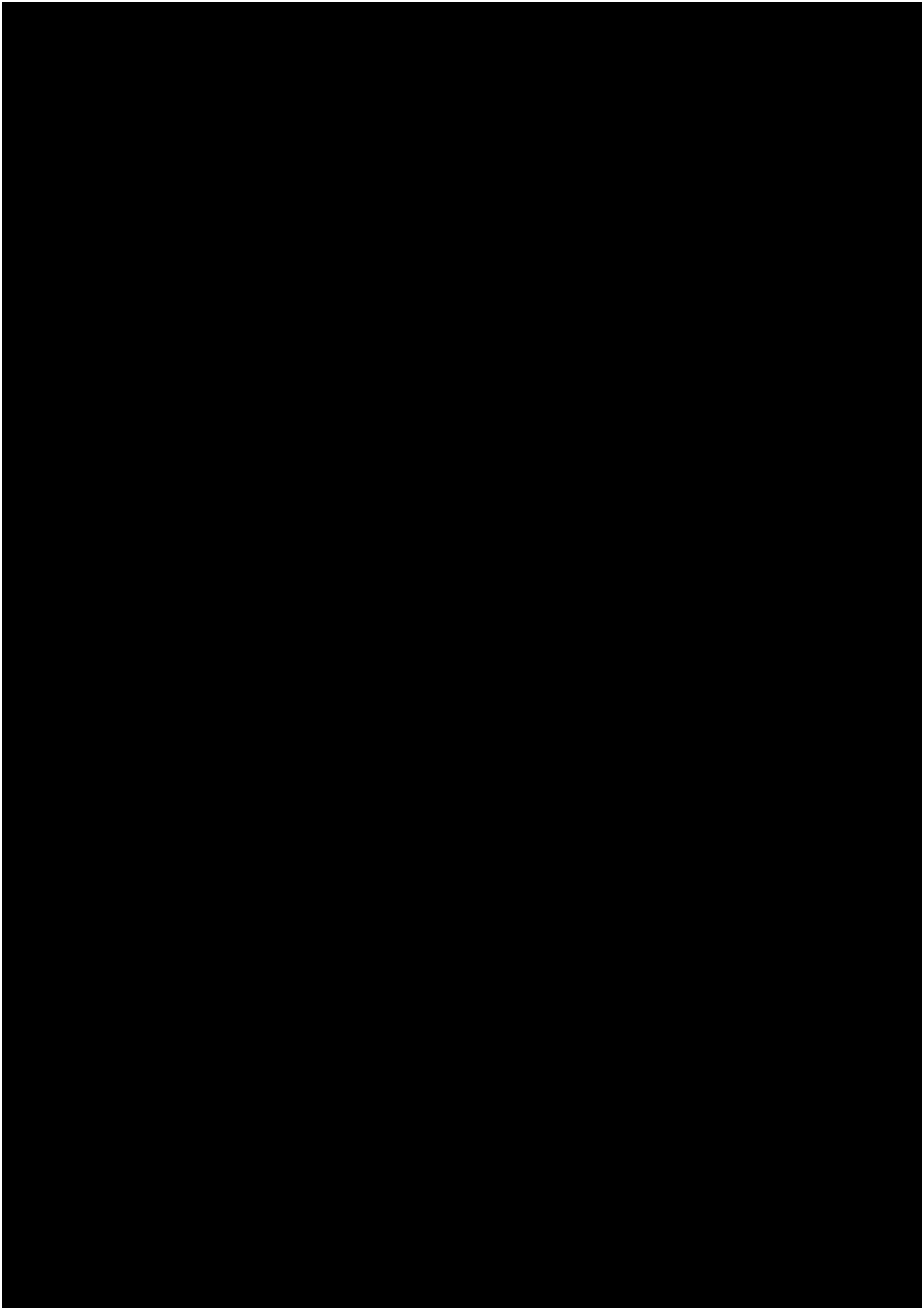
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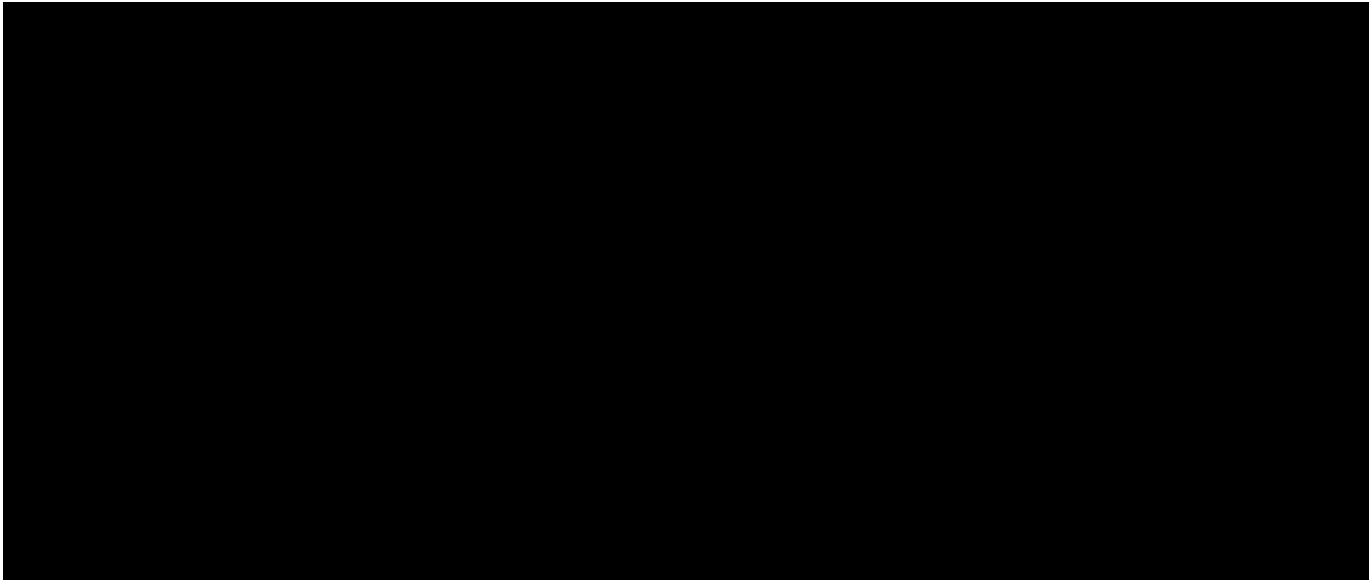
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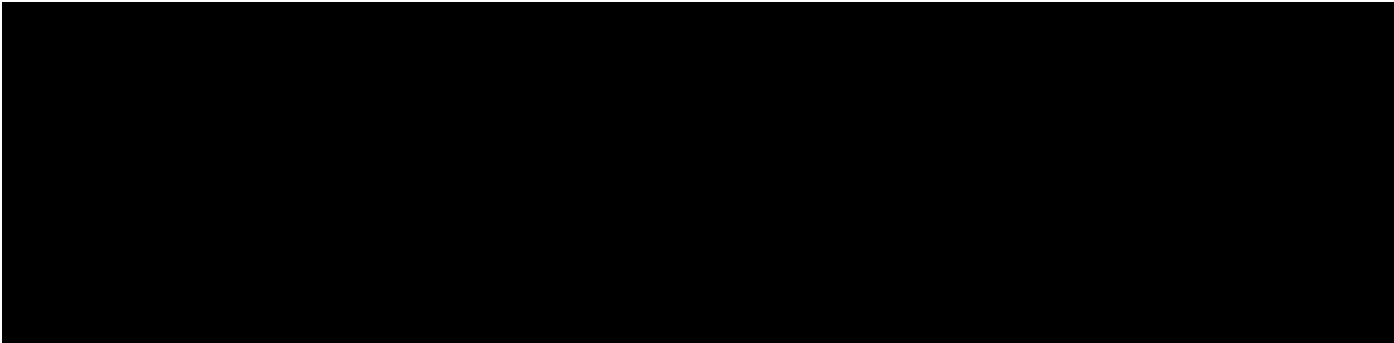
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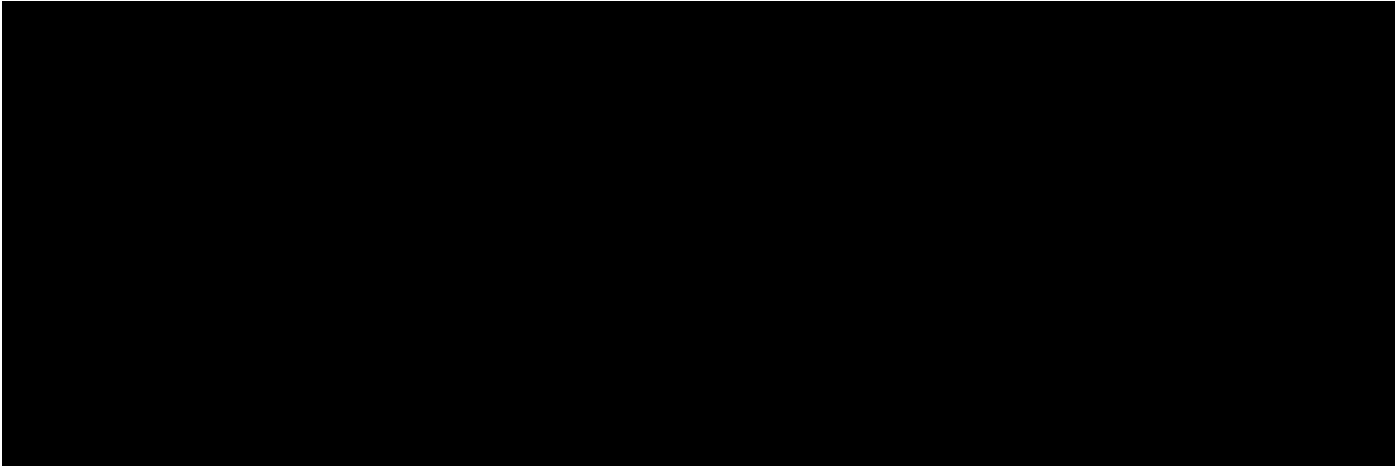
Question 1b

Please describe your organisational capabilities to perform the deliverables, including your skills, knowledge, resources and contingency arrangements you would put in place to ensure service continuity.

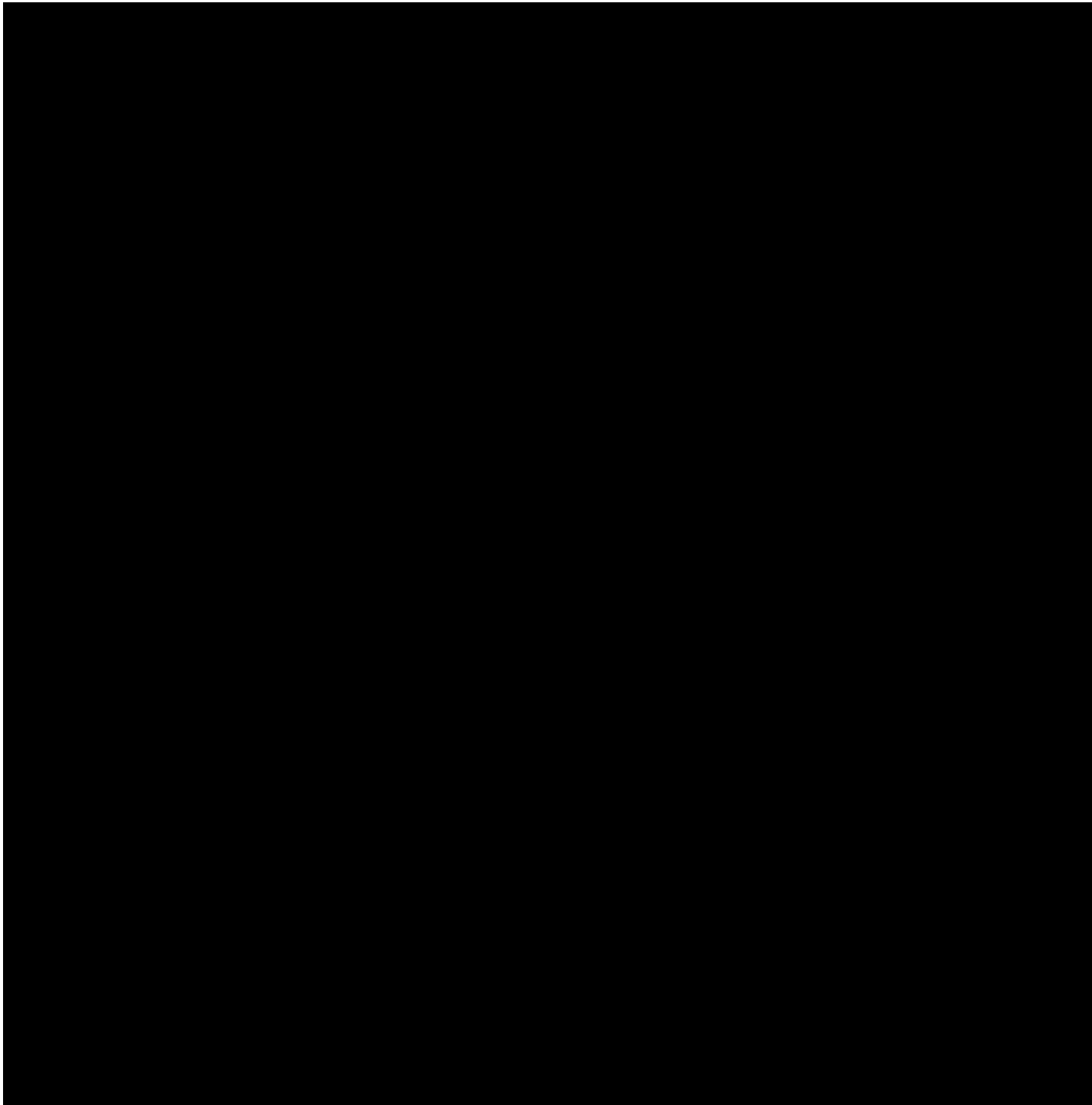


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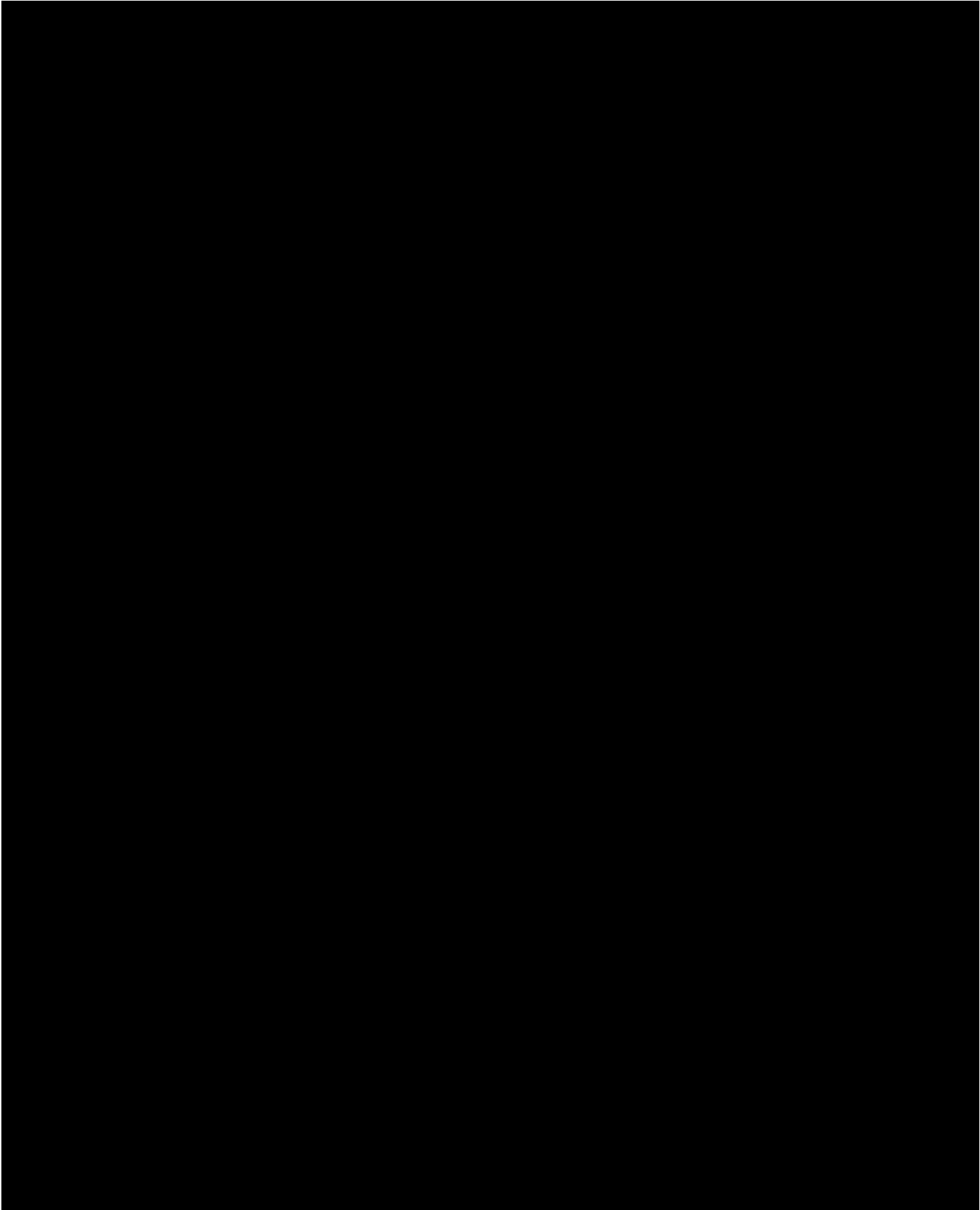


**1.7     Strengths each partner brings**



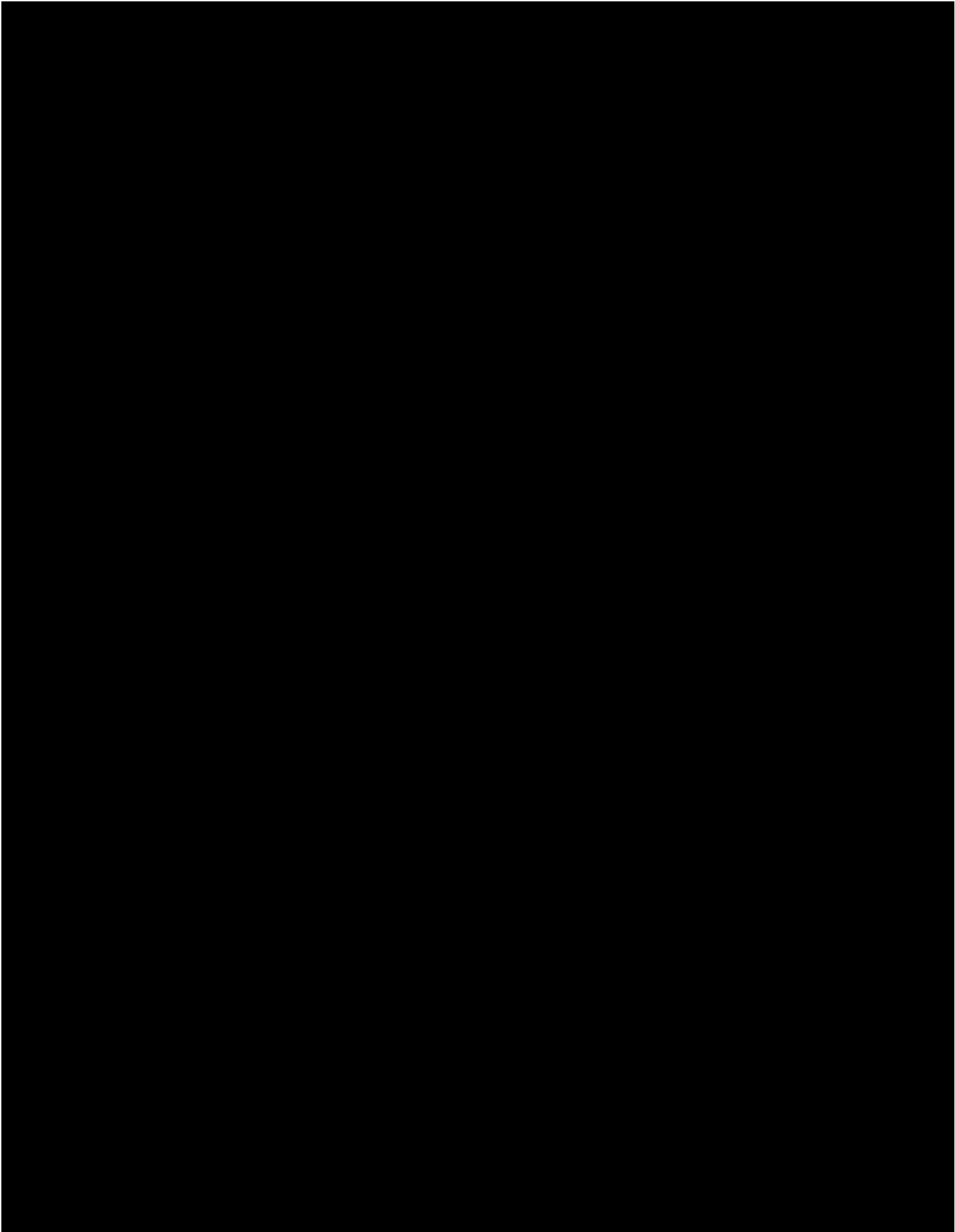
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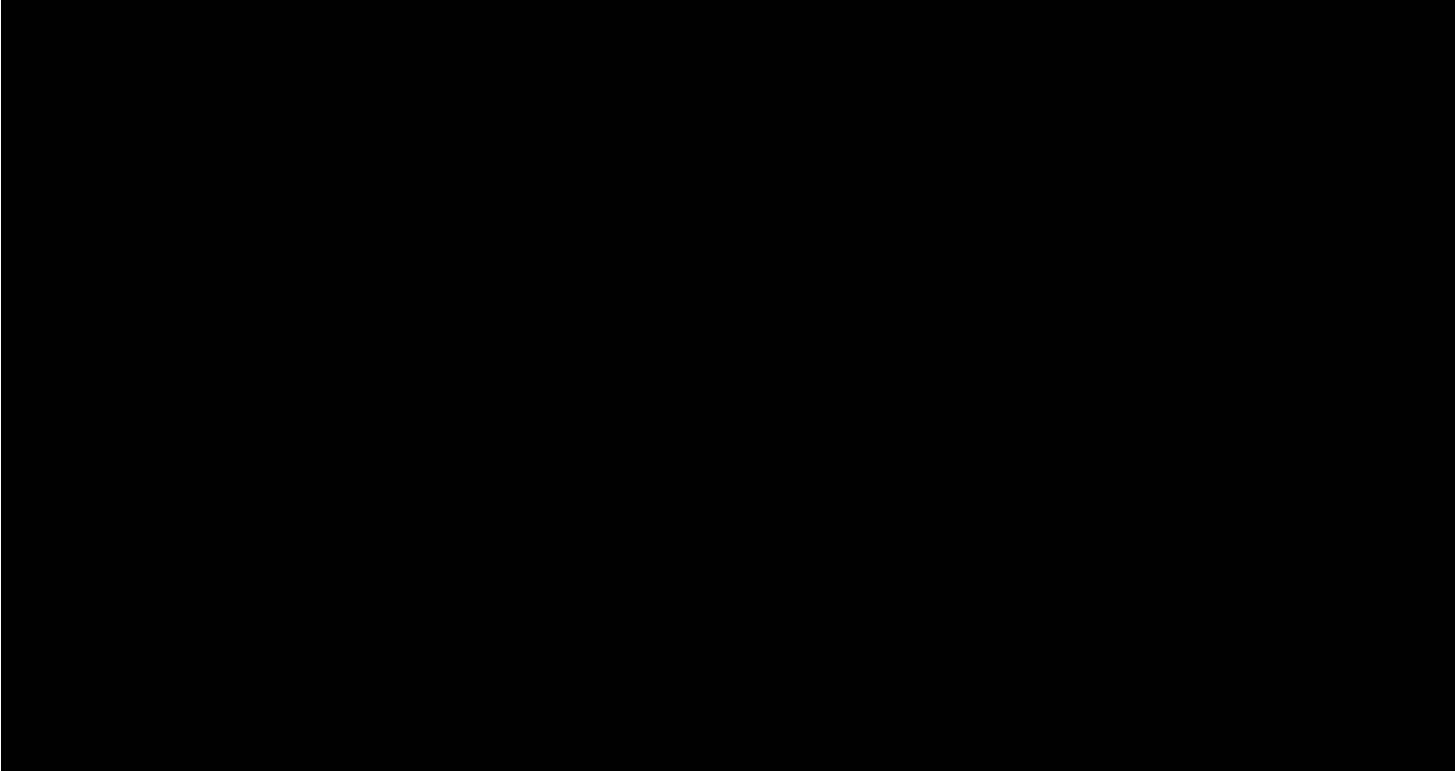
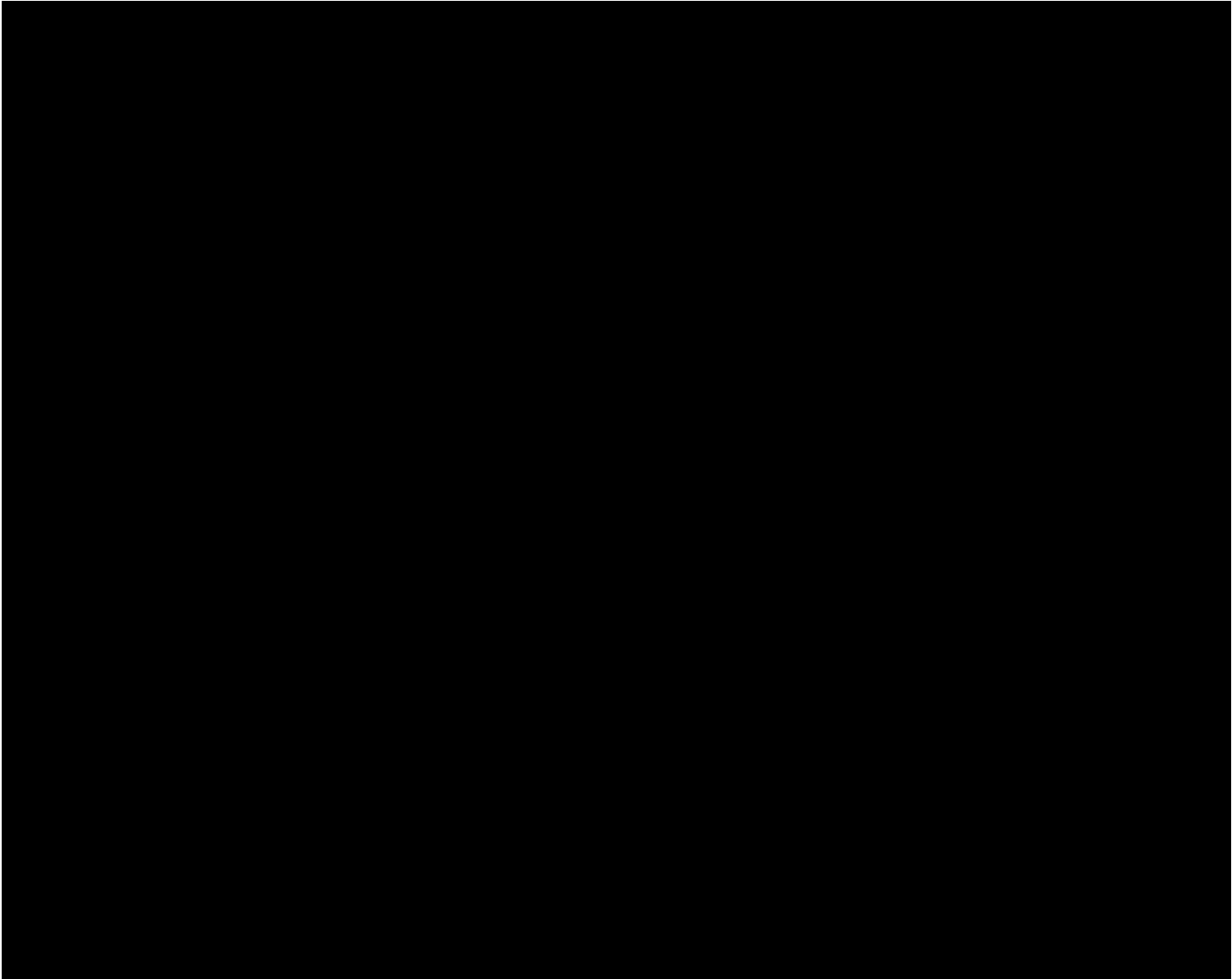
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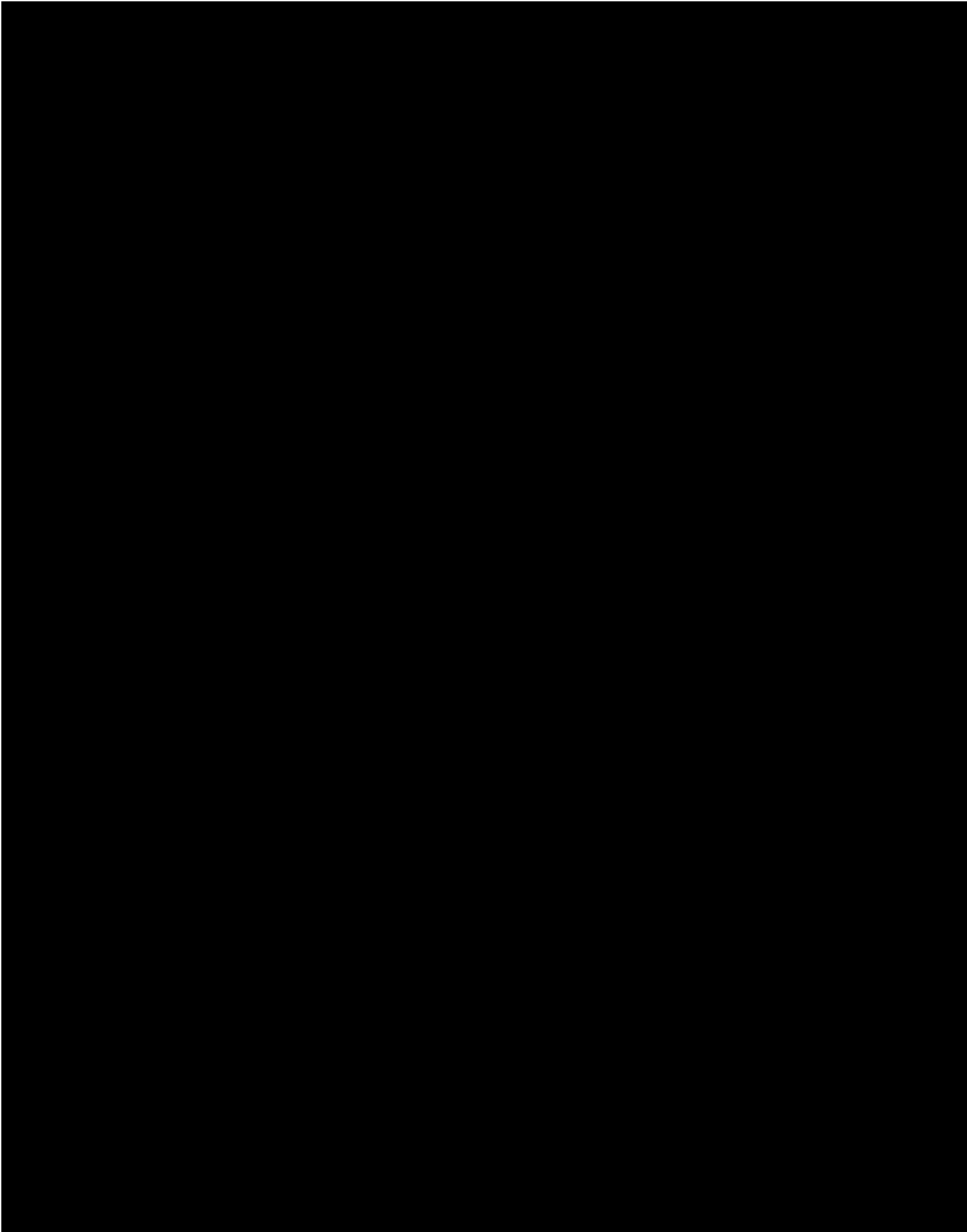
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#### Question 1c

Please describe your approach to mobilisation in order to start delivering the services as quickly and effectively as possible for:

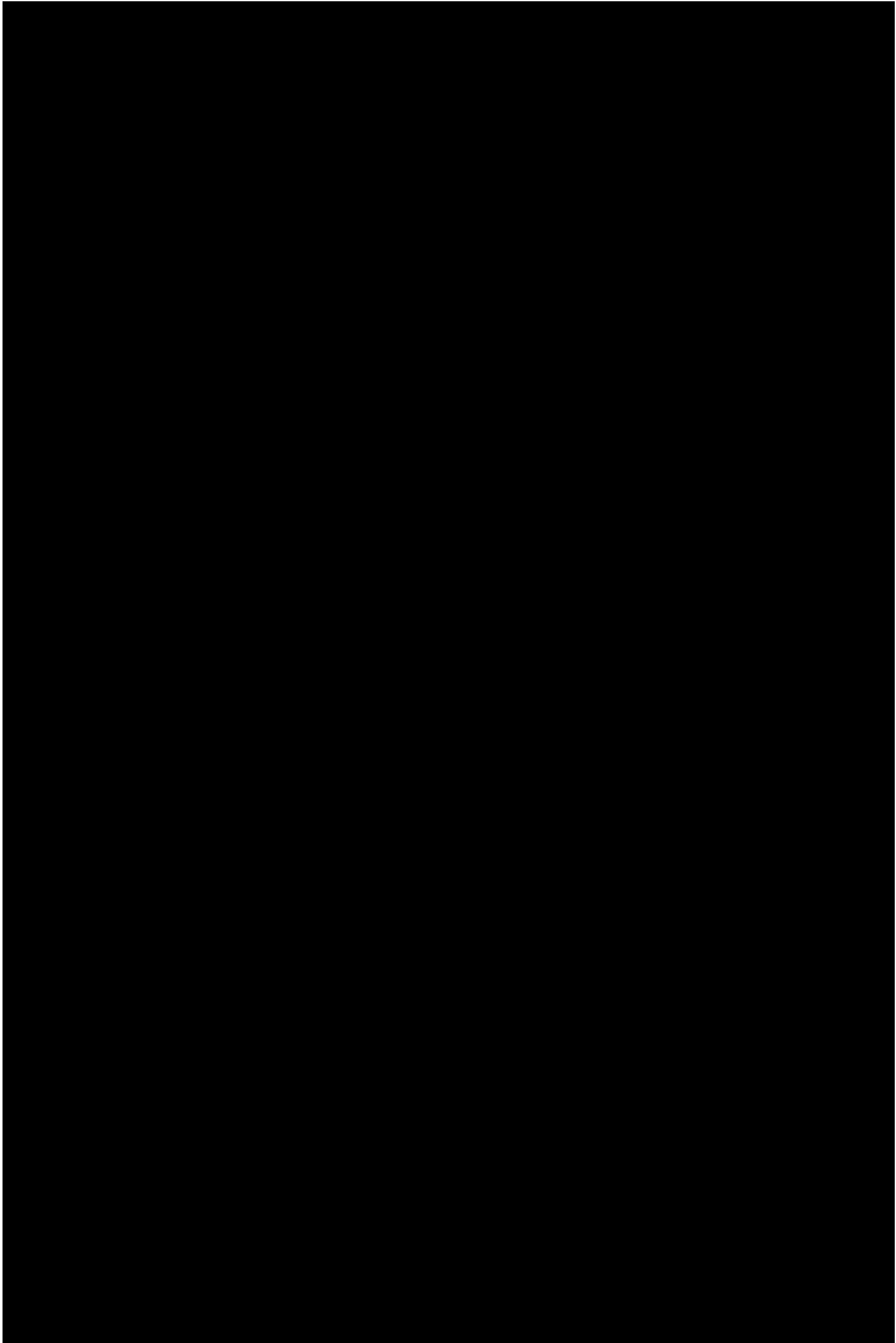
- a) The Core Services
- b) Preparing to commence services at each ICB/ Trust as required, as set out in future Statements of Work (SoWs)

The response should demonstrate:

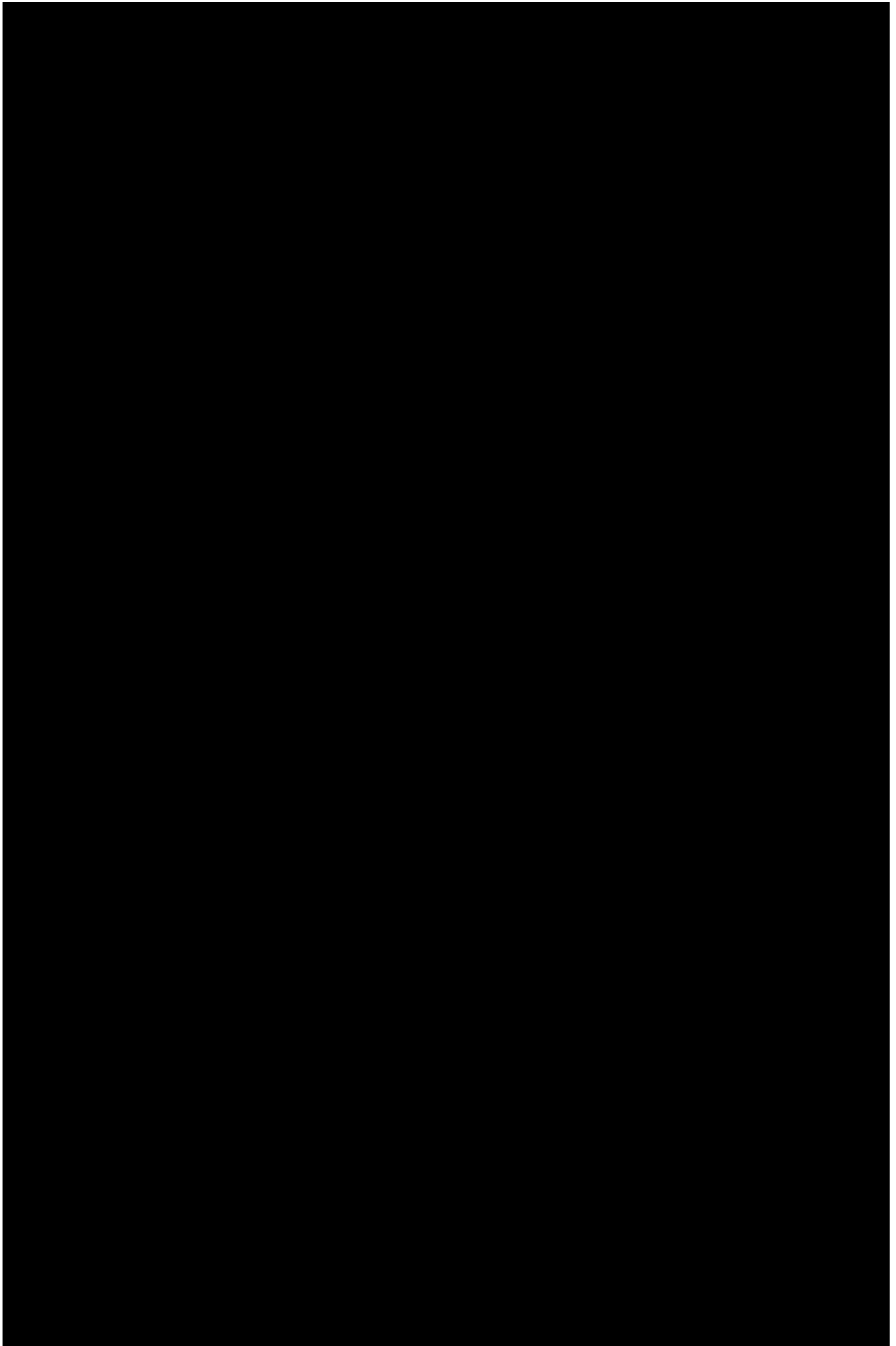
- a) How you will ensure service delivery of the Core Services can commence straight away and that the delivery dates for the key deliverables milestones as set out in Document 3: Specification are met
- b) How you will mobilise your resources to deliver Statements of Works (SoWs) as quickly as possible, within 5 working days of a SoW being agreed
- c) How you will flex to meet the demand for the SoWs (including ability to ramp up and ramp down)
- d) How you will work effectively with NHS England, ICBs and Trusts to adapt to the evolving needs of customers
- e) The ways in which you will support Trusts in ensuring that implementation strategies associated with FDP align with national priorities
- f) A mobilisation plan in Excel format including timescale, people, process and technology.

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#### Question 1d

Part B1.1: Supplier proposed solution to NHSE Requirements (Supplier to complete)

To include but not be limited to:

- a) A fully completed table as set out below to show the SFIA roles proposed to deliver the Statement of Works, their responsibilities and number of days allocated (the days allocated must be the same as the days you set out in your Document 5: Commercial Document, Part 6 response).
- b) A description of the proposed teams experience and competency of implementing similar services
- c) A description of your approach to delivering the SoW described
- d) Whether you propose to use any sub-contractors to deliver the services and the names of these sub-contractors and the key contract deliverables for which each sub-contractor will be responsible
- e) Timescales and mobilisation
- f) Any Buyer dependencies
- g) A fully completed table as set out below to show Risks and mitigation.

#### Note

- The Supplier is encouraged to price individual SoW's competitively throughout the life of the contract.
  - If the proposed supply chain changes at any time after submission of the SoW, the Potential Provider should inform NHS England immediately.
- Please complete this Part B1.1 section to form your response to Quality Question 1d referenced in Document 4 Quality Questions. Please do not include any financial information in your response to this technical question.





























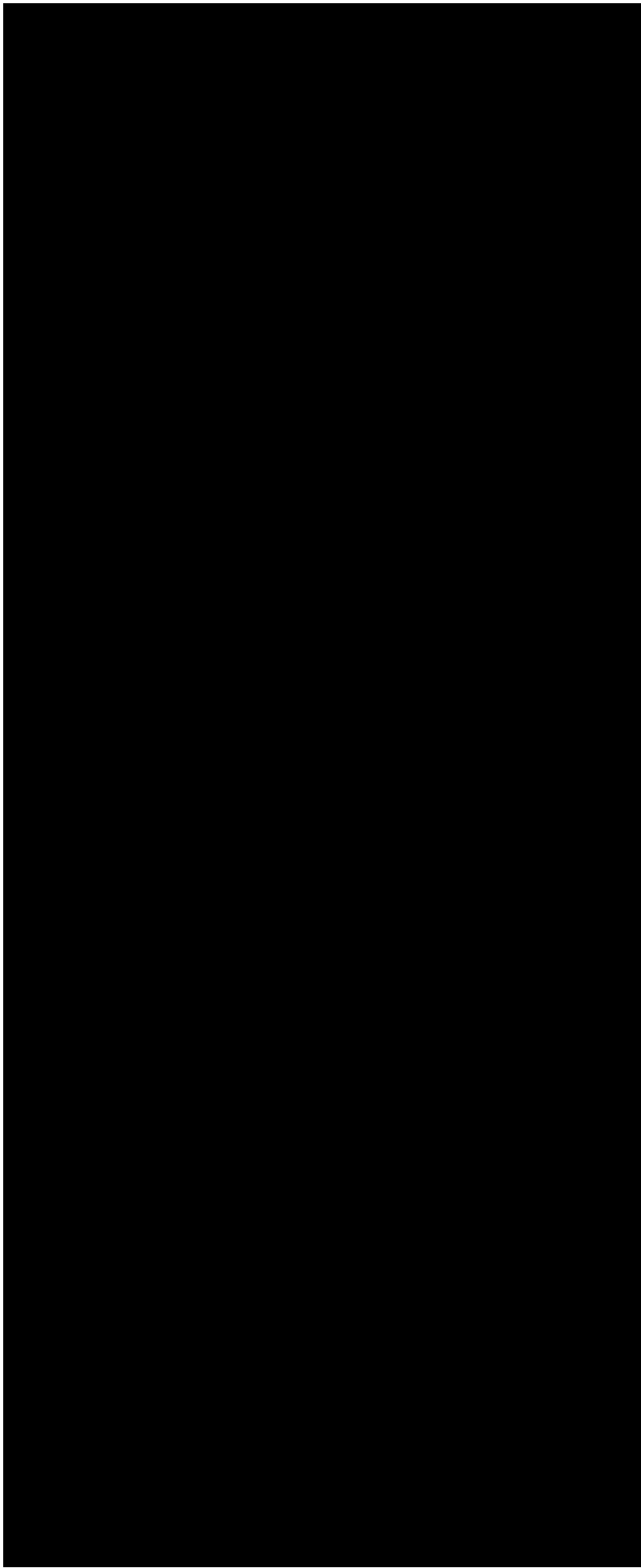
















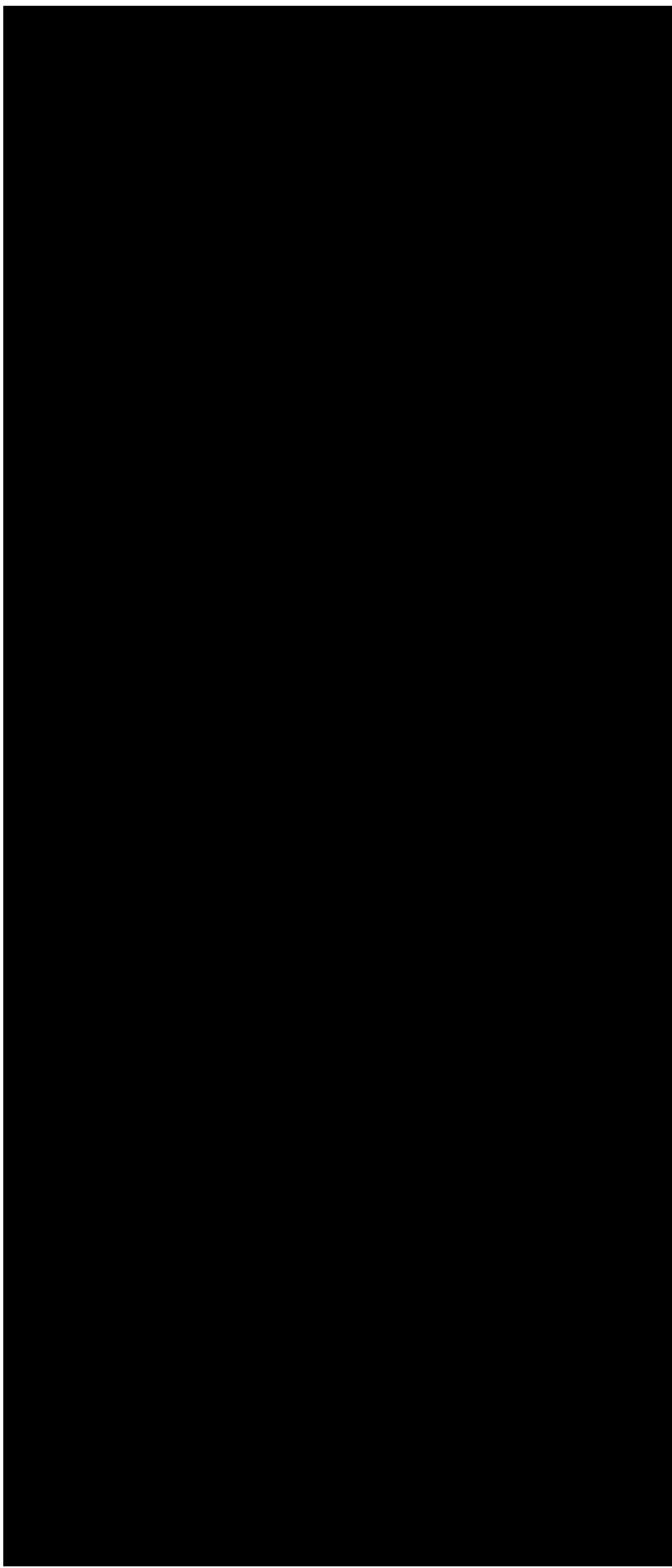












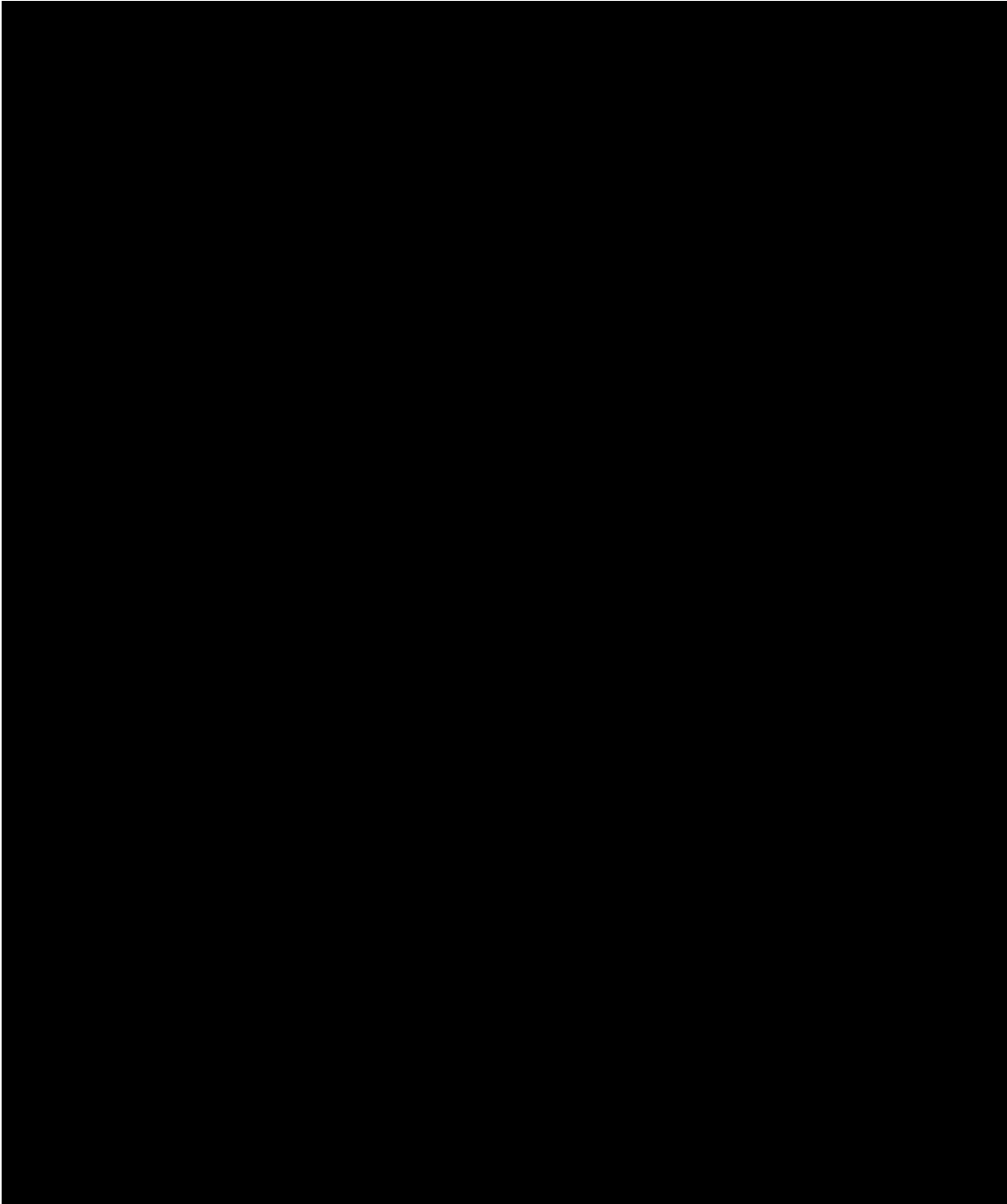






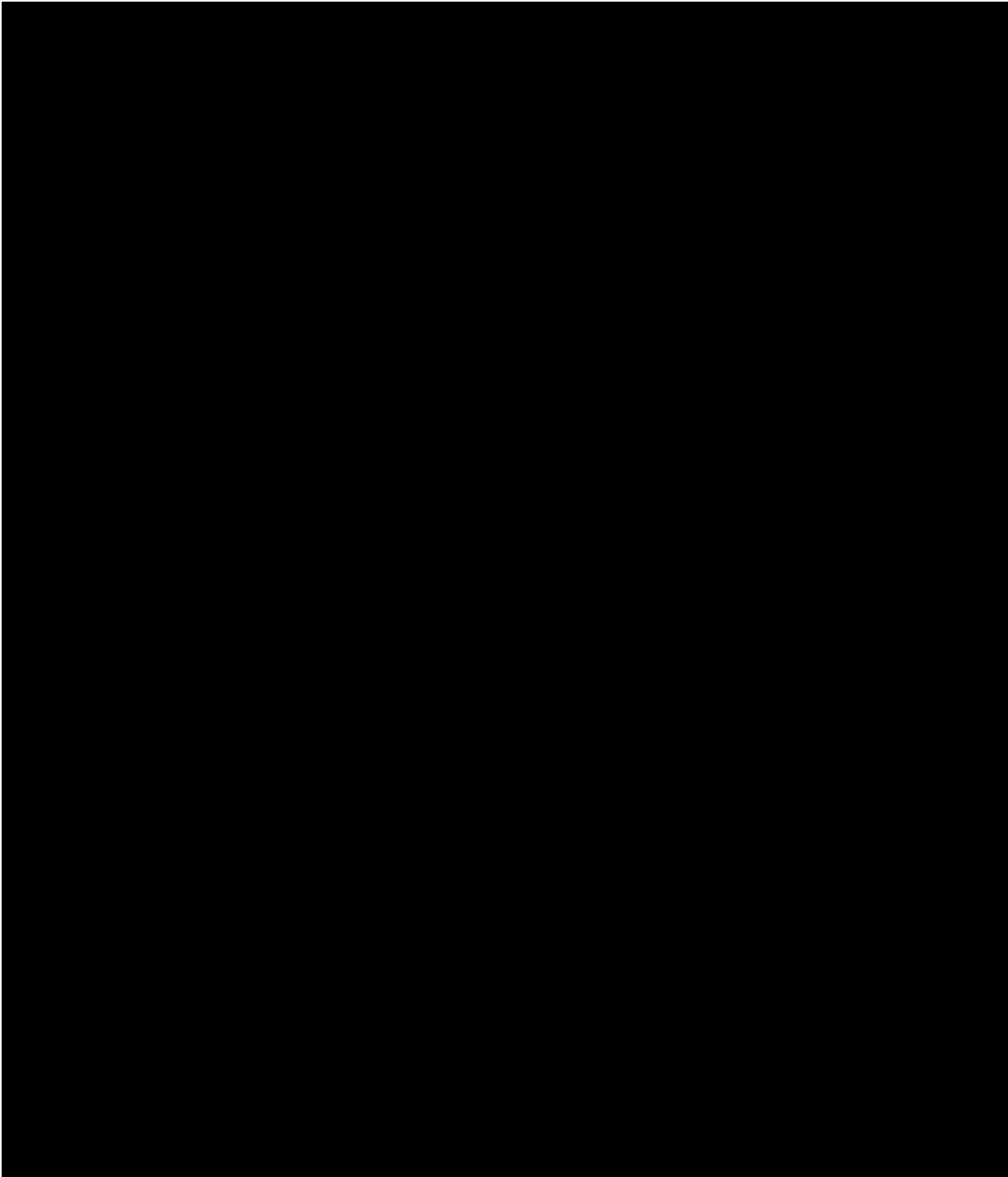






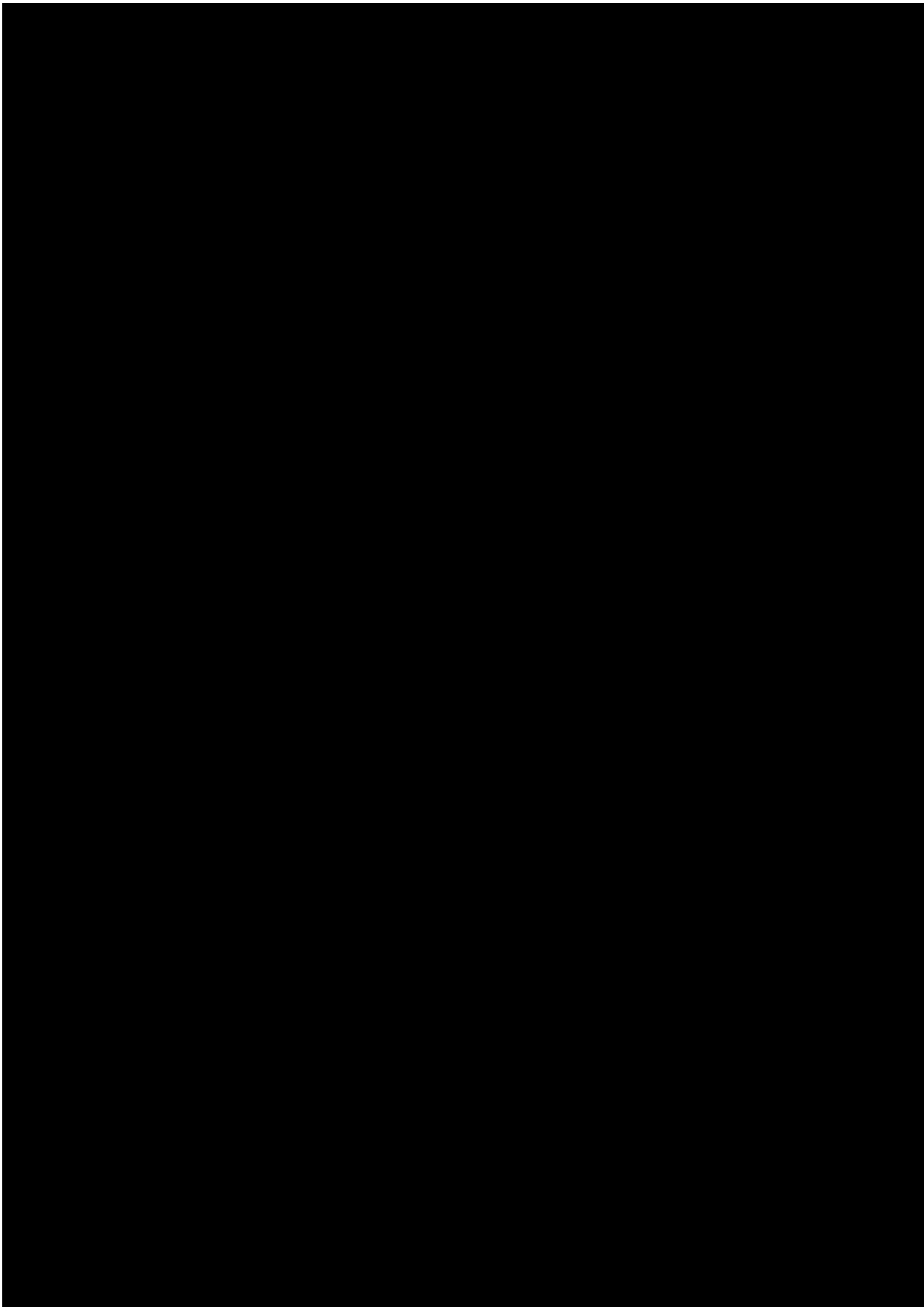
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Question 1e

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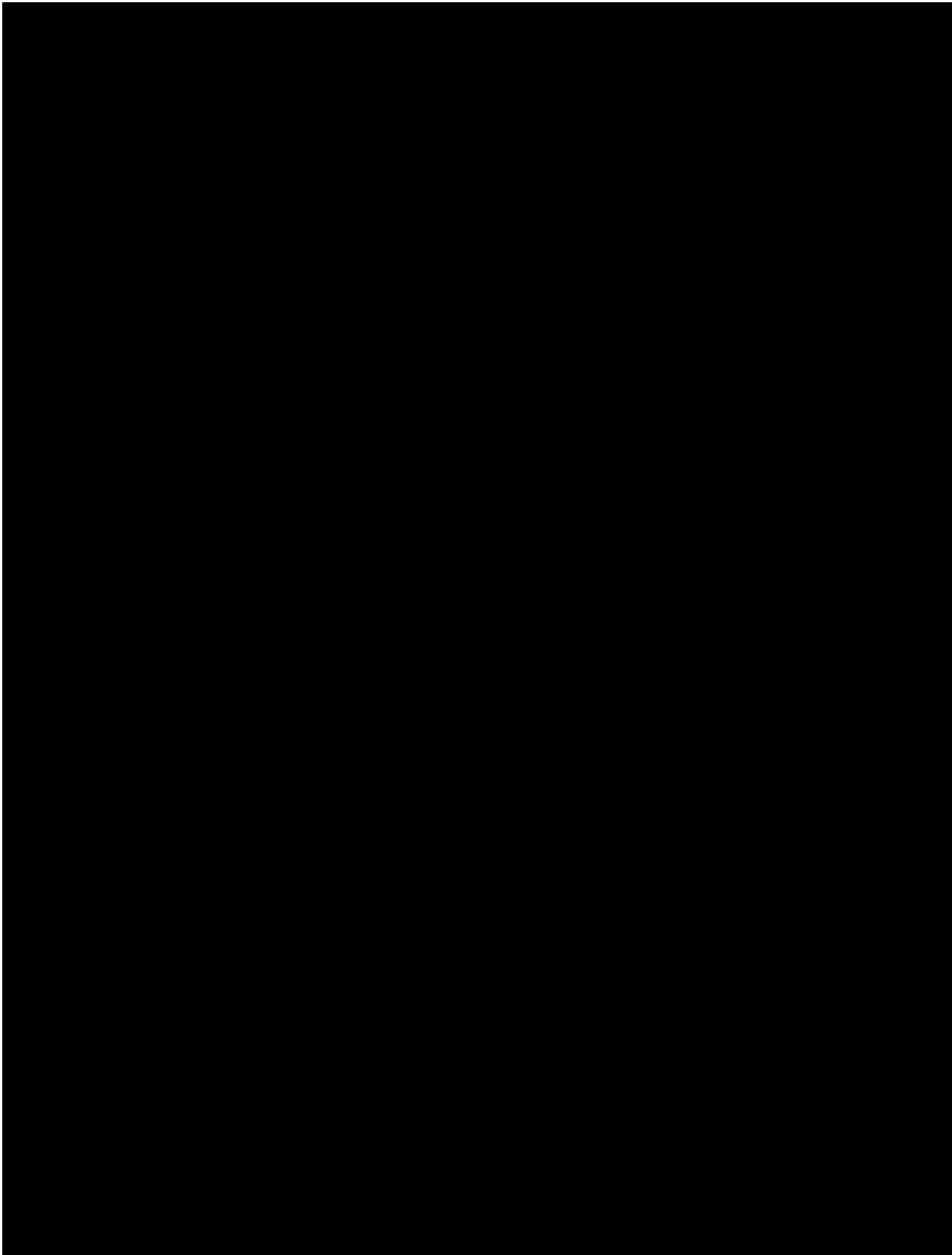
Change management and transition to BAU – Please explain how you would facilitate a comprehensive knowledge transfer to Trusts and NHSE to support sustainable Business As Usual (BAU) delivery following completion of this contract

The response should demonstrate:

- a) How procedure documents will be developed and shared across the whole programme
- b) Ways in which local Trust staff will be supported through Training activity
- c) Details of any specific activity which will be applied to ensure use and uptake across Trust specialties.
- d) Details of 'Train the Trainer' activity to support Trust BAU management of FDP tenancies
- e) Your approach to supporting the development of an appropriate Business Change strategy to promote adoption of FDP.

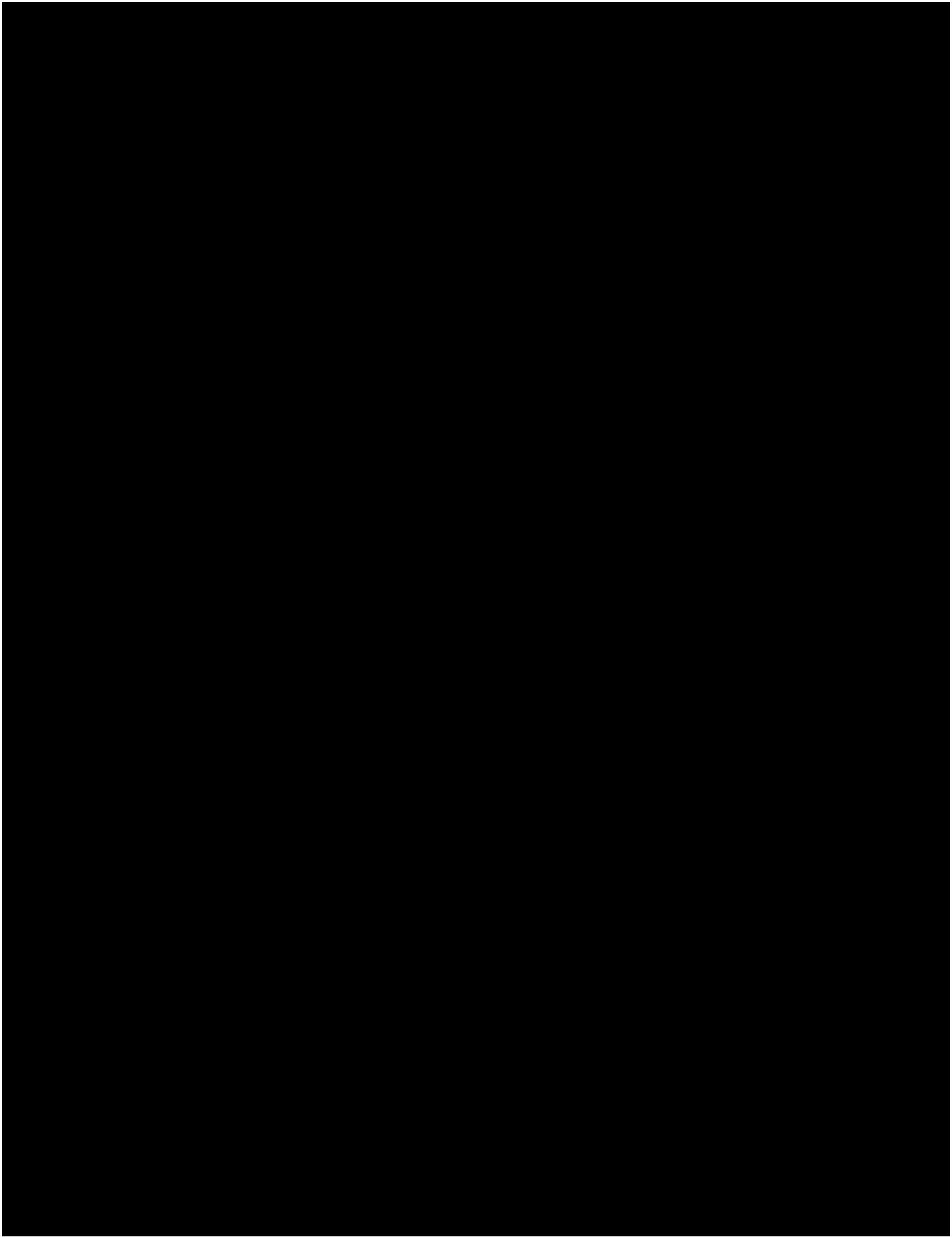
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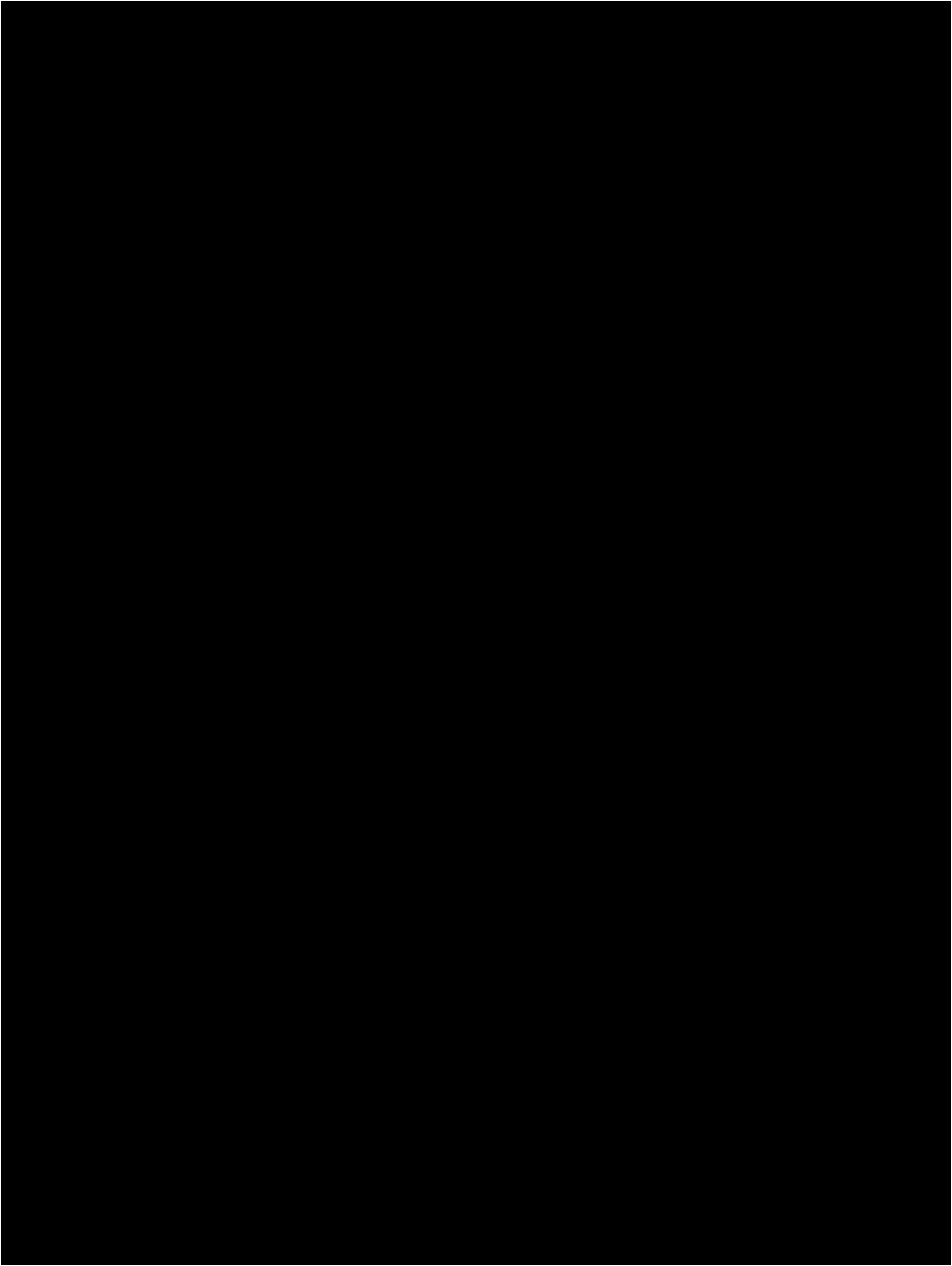
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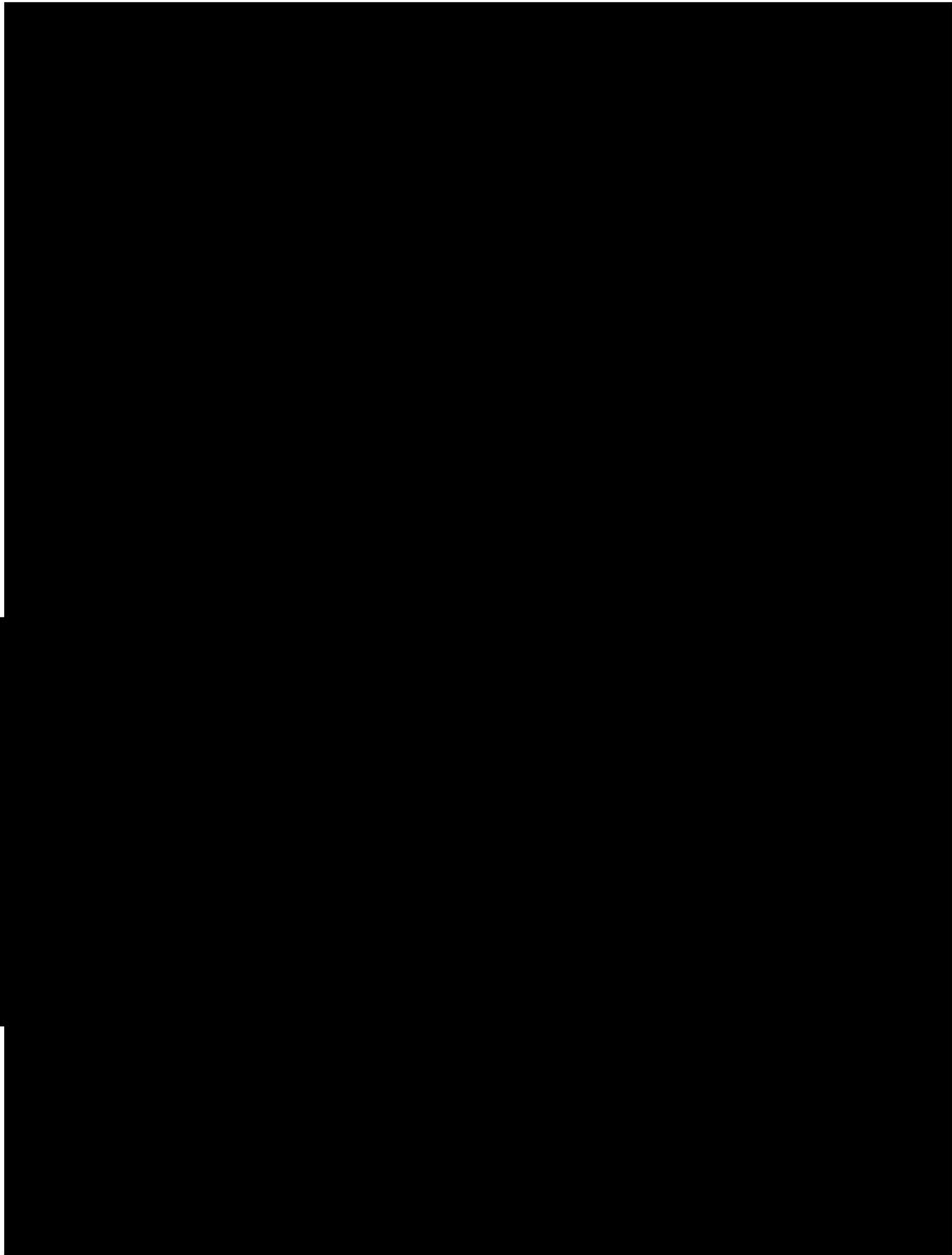
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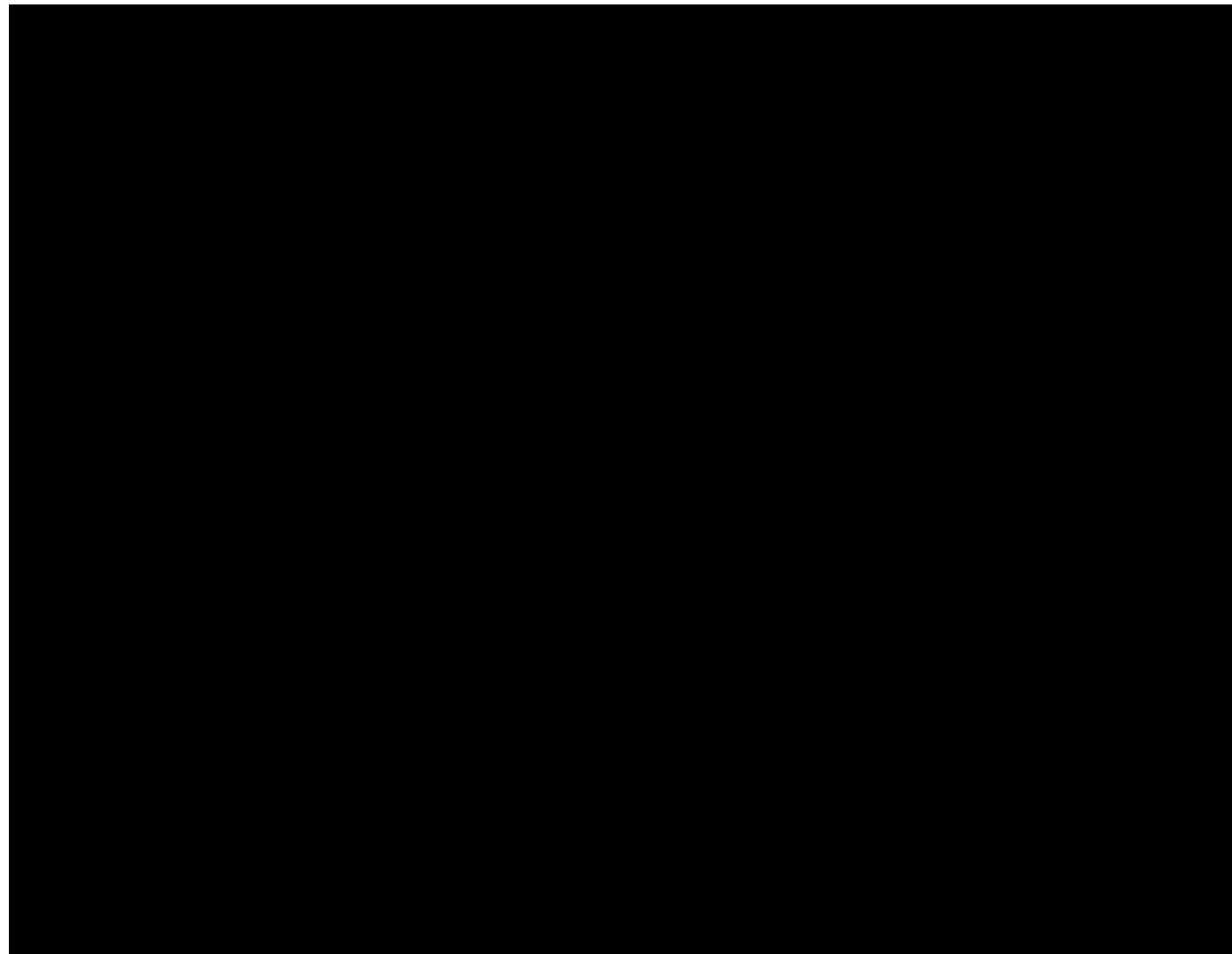
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**Question 1f**

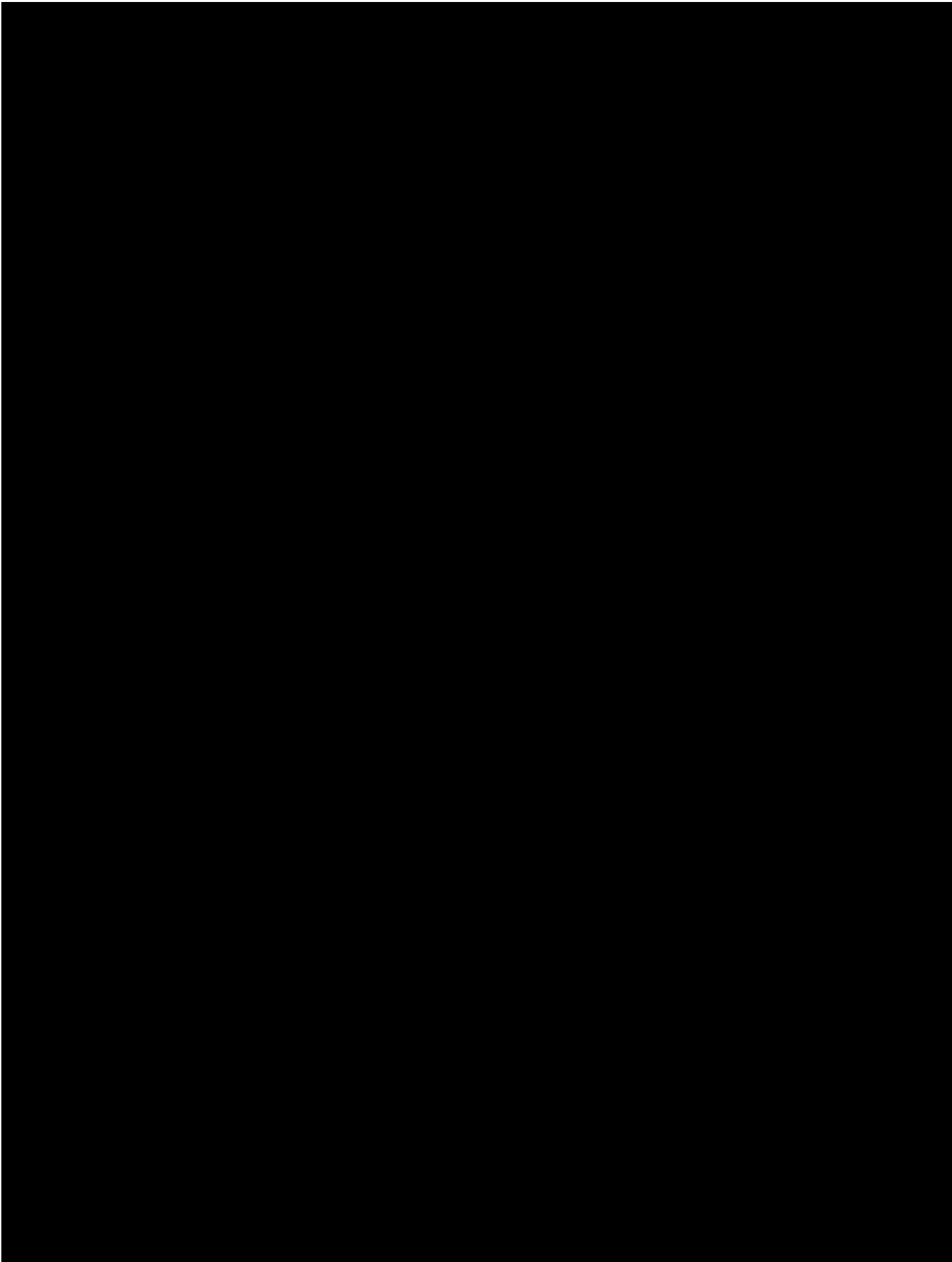
Continuous Improvement and Efficiency in delivering the services –Please describe your approach to achieving efficiencies within the Contract, and how these will be passed onto NHS England

The response should demonstrate:

- a) How you would learn from the delivery of services of one SoW (Trust/ICB) to improve delivery of the future SoWs
- b) How you would learn from the delivery of services of one SoW (Trust/ICB) to reduce the number of resource days required to deliver future SoWs
- c) Audit
- d) Self-reflection
- e) Stakeholder experience feedback
- f) Effective communication
- g) Details of any tools and techniques or innovative ways of working which will enable efficiencies.

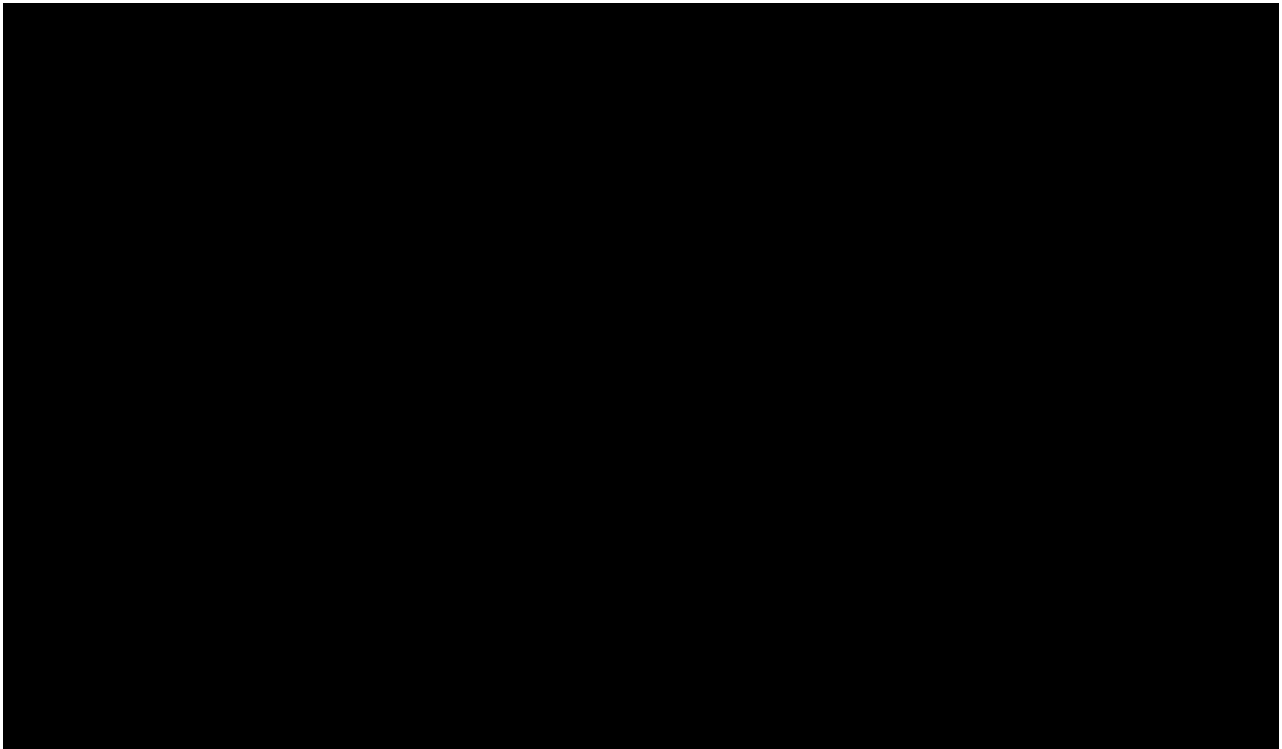
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**Question 2a**

Fighting Climate Change – Please detail how, through the delivery of this contract, your organisation will proactively reduce the carbon footprint associated with this service.

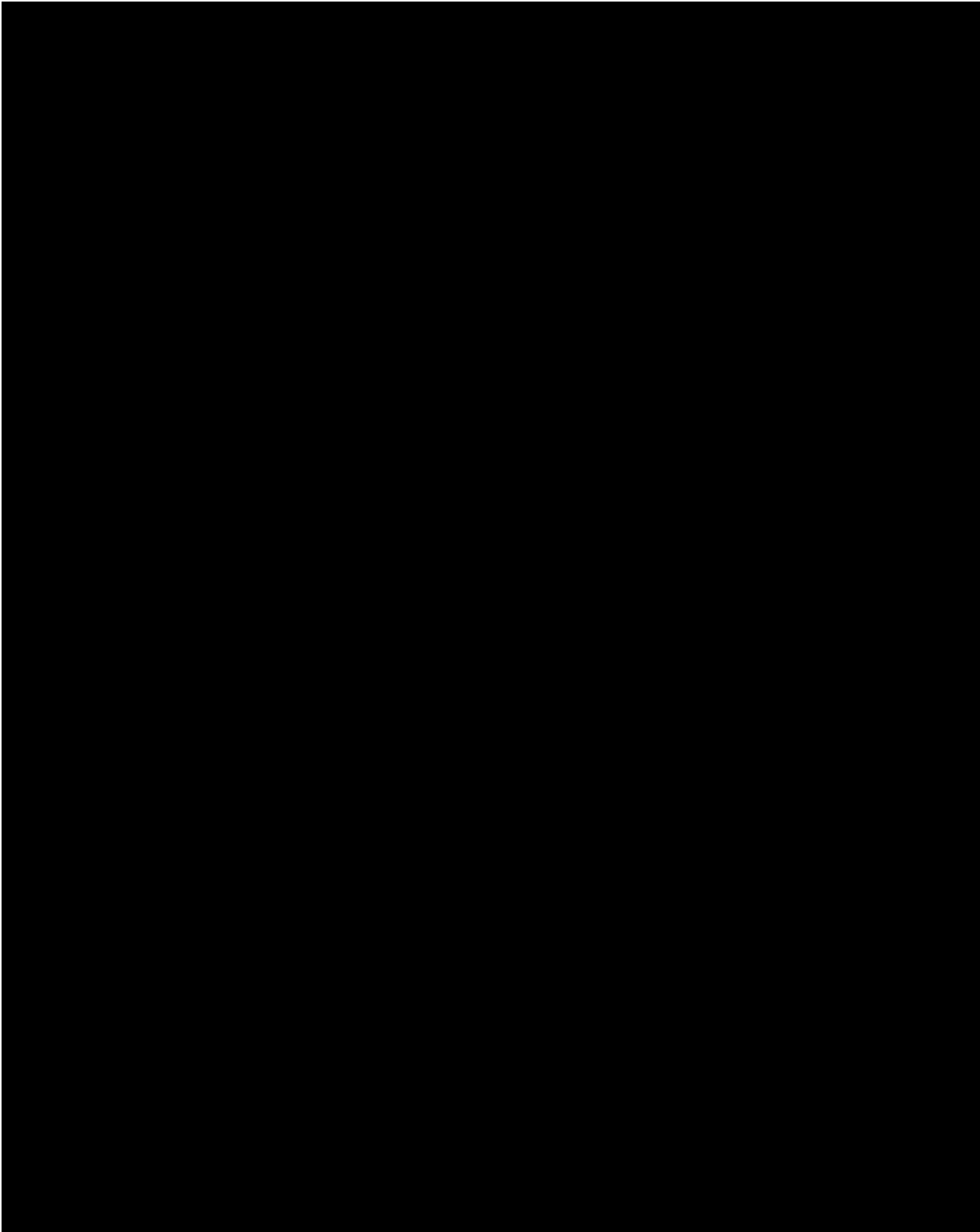
Responses should include but not be limited to:

- a) How you plan to calculate the baseline emissions for the total Contract.
- b) Specific environmental commitments to reduce the emissions generated in delivering the service including how you will implement your commitment and by when.
- c) How you will monitor, measure and report on your commitments. You should include but not be limited to: timed action plan, use of metrics, tools/processes used to gather data, reporting, feedback and improvement, transparency.

Responses must be specific to this contract and should consider how this could be applied through the SoWs.

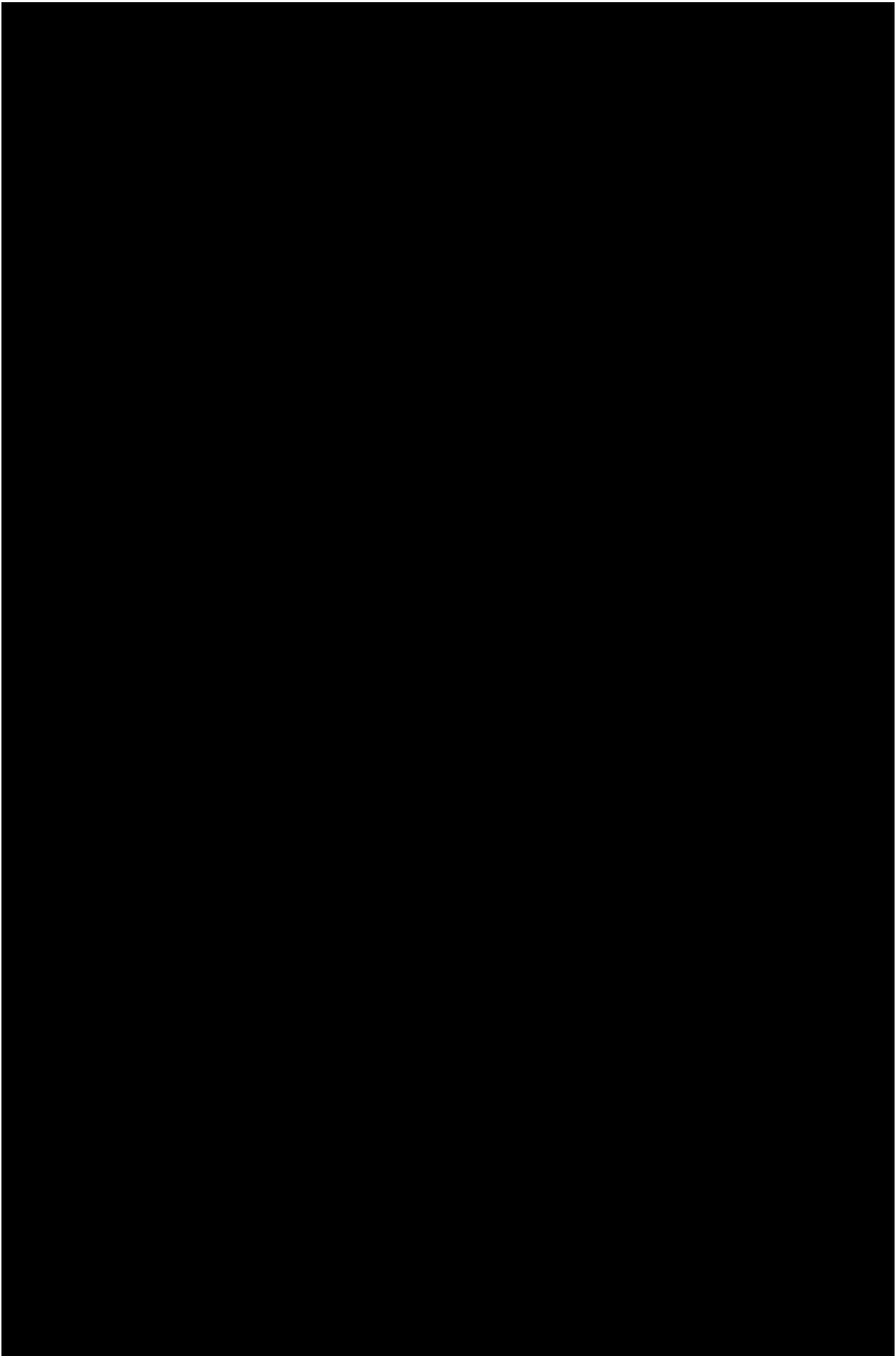
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### Question 2b

Equal Opportunity – Please describe the commitment your organisation will make to ensure that opportunities under the contract tackle workforce inequality to:

- a) Identify and tackle inequality in employment, skills and pay in the contract workforce.
- b) Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract
- c) Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain

Responses should include but not be limited to:

- a) Your commitments to tackle inequality in employment, skills and pay in the contract workforce.
- b) Your commitments to support in-work progression to help people in the contract workforce, to move into higher paid work by developing new skills relevant to the contract.
- c) Your commitments to identify, mitigate and manage modern slavery risks relating to the contract and how these will be implemented.

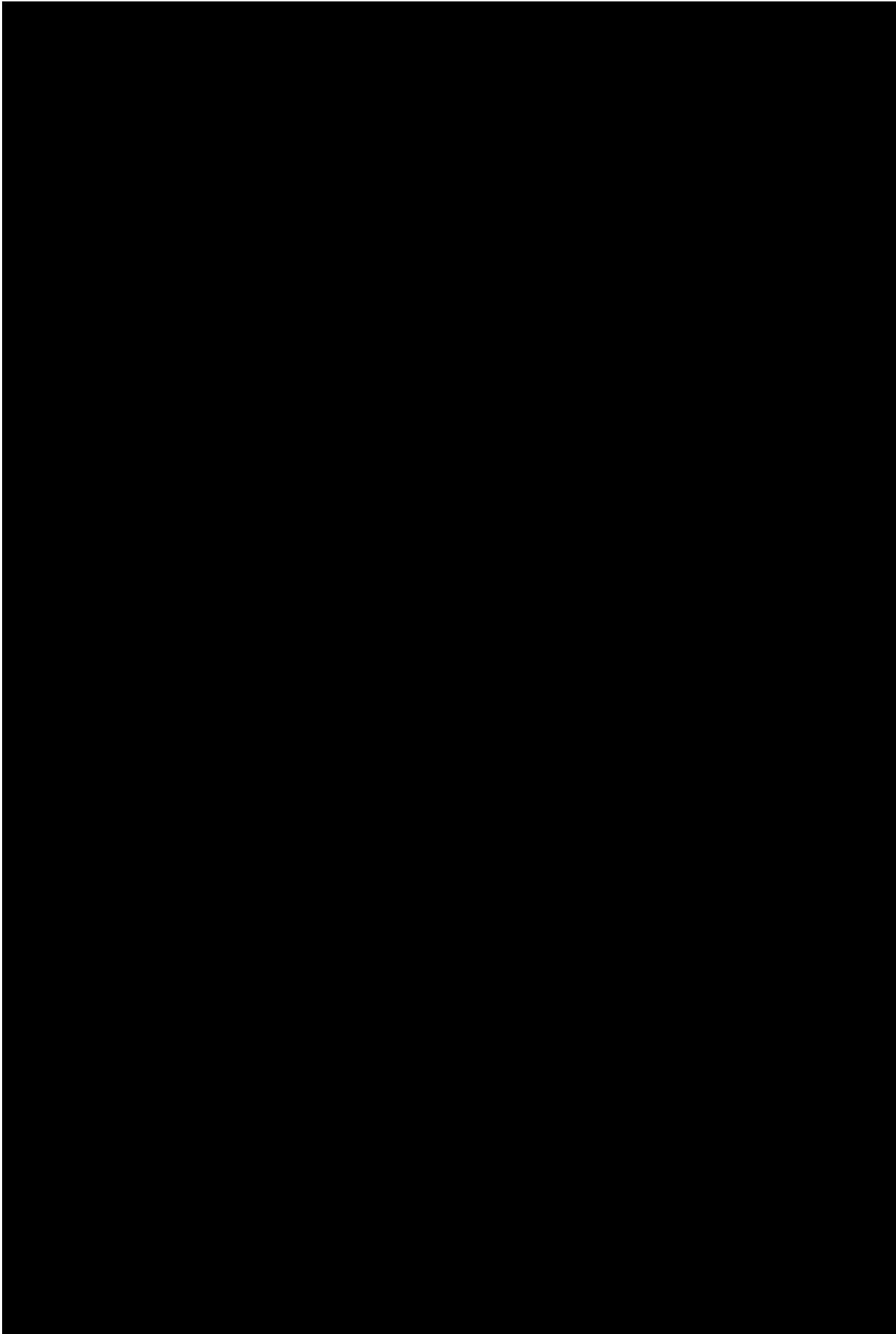
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d) how you will monitor, measure and report on your commitments. You should include but not be limited to: timed action plan, use of metrics, tools/processes used to gather data, reporting, feedback and improvement, transparency. Responses must be specific to this contract and should consider how this could be applied through the SoWs.

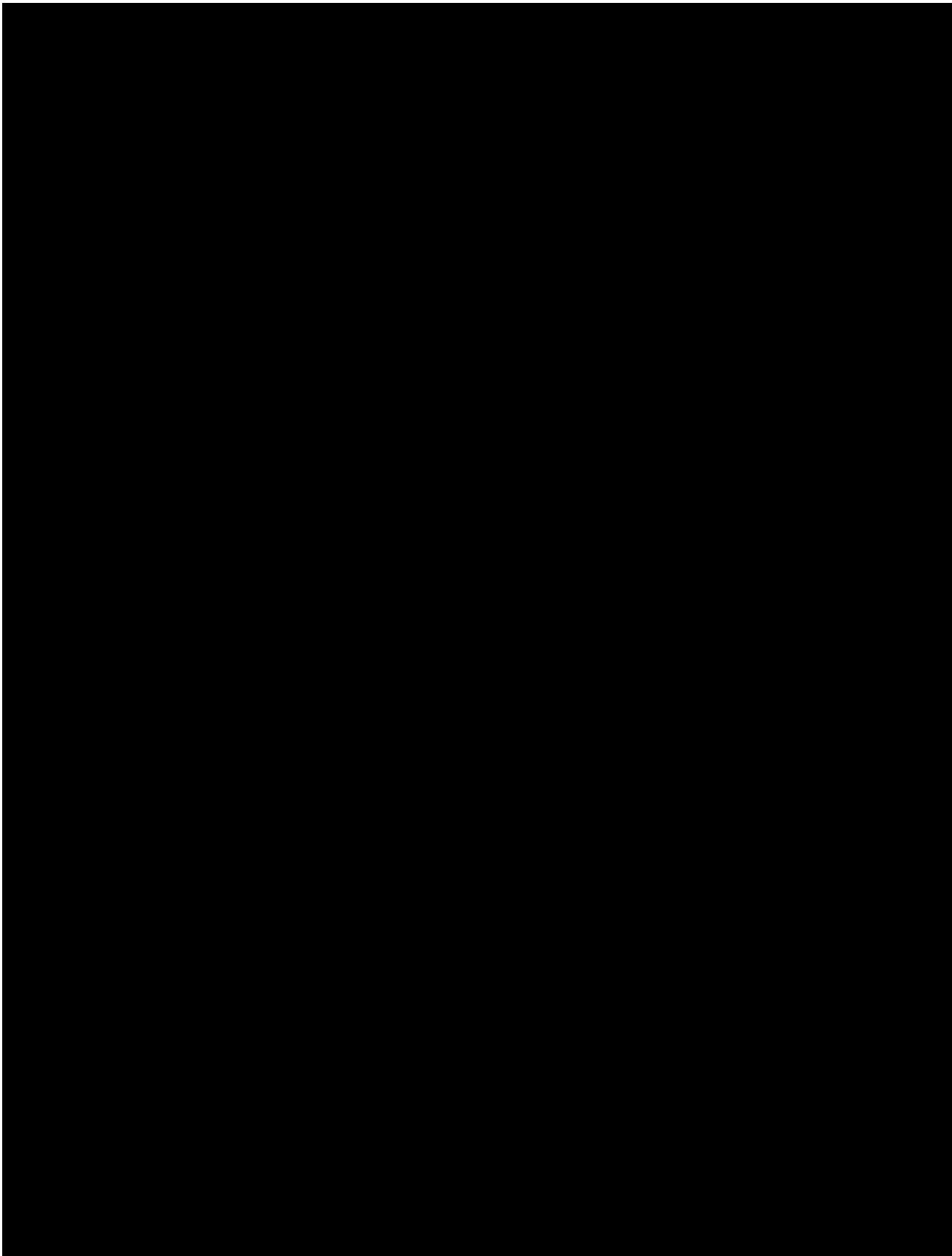
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## Annex 7

### Processing of Personal Data

This annex shall be inserted as the Annex to Schedule 5 of the Call-Of Terms and Conditions.

1. The Suppliers 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.

It is not anticipated that the deliverables will include the processing of any Personal Data. If there is a requirement for Personal Data to be processed as part of a Statement of Work (SoW), this will be set out in the SoW and this Annex 7 of the Order Form will then be completed.

Description	Data
Subject matter of the processing	2 [This should be a high level, short description of what the processing is about i.e. its subject matter]
Duration of the processing	3 [Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.]
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include patients, members of the public users of a particular website etc.]
Plan for return and destruction of the data once the processing is complete <b>UNLESS</b> requirement under union or member state law to preserve that type of data	[Describe how long the data will be retained for, how it will be returned or destroyed.]

For the avoidance of doubt this list will be amended through the Contract Meetings as set out above and in line with the hssf call-off contract terms and conditions.

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**Annex 8**

[As referenced in Schedule 18 of the Call-Off Terms and Conditions]

**BOARD REPRESENTATIONS AND STRUCTURES****Service Management Board Representation and Structure**

<b>Authority Members of Service Management Board</b>	[REDACTED] (Assistant Director of FDP Platform Operations)
<b>Supplier Members of Service Management Board</b>	[REDACTED]
<b>Start Date for Service Management Board meetings</b>	April 2024
<b>Frequency of Service Management Board meetings</b>	Monthly
<b>Location of Service Management Board meetings</b>	Remote

**Program Board Representation and Structure**

<b>Authority Members of Programme Board</b>	[REDACTED] (Deputy Chief Data and Analytics Officer)
<b>Supplier Members of Programme Board</b>	[REDACTED]
<b>Start Date for Programme Board meetings</b>	April 2024
<b>Frequency of Programme Board meetings</b>	Monthly
<b>Location of Programme Board meetings</b>	Remote or Wellington House, London SE1 8UG

**Technical Board Representation and Structure**

<b>Authority Members of Technical Board</b>	[REDACTED] (Federated Data Platform Programme Director)
<b>Supplier Members of Technical Board</b>	[REDACTED]
<b>Start Date for Technical Board meetings</b>	April 2024
<b>Frequency of Technical Board meetings</b>	Monthly
<b>Location of Technical Board meetings</b>	Remote

**Risk Management Board Representation and Structure**

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<b>Authority Members of Risk Management Board</b>	<b>[REDACTED]</b> ( Assistant Director of Architecture)
<b>Supplier Members of Risk Management Board</b>	<b>[REDACTED]</b>
<b>Start Date for Risk Management Board meetings</b>	April 2024
<b>Frequency of Risk Management Board meetings</b>	Fortnightly
<b>Location of Risk Management Board meetings</b>	Remote

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**Annex 9**

**Standard Licence Terms**

Not applicable.

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## **Annex 10**

### **Notified Sub-Contractors**

- Aire Logic Limited, 24-26 Aireside House, Aire St, Leeds, LS1 4HT
- Kubrick Group, 85 Queen Victoria St, London, EC4V 4A
- Baringa, 64 Buckingham Gate, London, SW1E 6AJ

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## Annex 11

### Supplier Software and Third Party Software

#### Supplier Software

The Supplier Software includes the following items:

Software	Supplier  (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non- COTS)
N/A	N/A	N/A	N/A	N/A	N/A	N/A

#### Third Party Software

The Third Party Software includes the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non- COTS)
N/A	N/A	N/A	N/A	N/A	N/A	N/A