

Health Systems Support Framework: Template Order Form

<u>References and Date</u>	
Order Reference Number	HSSF23-060
Date of Order Form	20 November 2023
<u>Parties and Key Persons</u>	
Authority	NHS England
Suppliers	The Staff College: Leadership in Healthcare C/O ADPH, Hamilton House 1 Temple Avenue London EC4Y 0HA
Principal Supplier(s)	The Staff College: Leadership in Healthcare C/O ADPH, Hamilton House 1 Temple Avenue London EC4Y 0HA
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles (“Key Personnel”)	In line with supplier response

Contract Managers					
Lead Contract Manager (if applicable)	<p><i>Insert the Lead Contract Manager at the commencement of this Contract</i></p> <table border="1"> <tr> <td><i>Authority's Lead Contract Manager</i></td><td></td></tr> </table>	<i>Authority's Lead Contract Manager</i>			
<i>Authority's Lead Contract Manager</i>					
Person(s) to receive notices under the Contract	<table border="1"> <tr> <td><i>Authority's nominated person and contact details for service of notices</i></td><td></td></tr> <tr> <td><i>Supplier's nominated person and contact details for service of notices</i></td><td></td></tr> </table>	<i>Authority's nominated person and contact details for service of notices</i>		<i>Supplier's nominated person and contact details for service of notices</i>	
<i>Authority's nominated person and contact details for service of notices</i>					
<i>Supplier's nominated person and contact details for service of notices</i>					
<i>Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date</i>	N/A				
<u>General</u>					
Status of Order Form	<p>Issue of this Order Form is an "invitation to treat" by the Authority following the Suppliers' Call-Off ITT Response submitted by the Supplier(s) in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement. On the signature of the Order Form by the Suppliers and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and the Suppliers. This Order Form, together with the Call-Off Terms and Conditions and the applicable provisions of the Framework Agreement (and the other provisions as set out in the Call-Off Terms and Conditions) form a contract (defined as "the Contract" in the Call-Off Terms and Conditions) between the parties as at and from the date of this Order Form.</p> <p>All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form.</p>				

Call-Off Terms and Conditions	The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:	
	Schedule 1	Key Provisions
	Schedule 2	General Terms and Conditions
	Schedule 3	Definitions and Interpretations Provisions
	Schedule 4	This Order Form
	Schedule 5	Information Governance
	Schedule 6	Security Management
	Schedule 7	Standards
	Schedule 8	Software
	Schedule 9	Installation and Commissioning Services
	Schedule 10	Maintenance Services
	Schedule 11	Guarantee
	Schedule 12	Staff Transfer
	Schedule 13	Change Control Process
	Schedule 14	Calculation of Termination Sum
	Schedule 15	Not Used
	Schedule 16	Acceptance Testing
	Schedule 17	Benchmarking
	Schedule 18	Governance
	Any additional Extra Key Provisions set out at Annex 2 below shall be incorporated into the Contract formed by the signature and completion of this Order Form.	
Framework Agreement	The Health Systems Support Framework established by NHS England for and on behalf of NHS England and other contracting authorities. (the “ Framework Agreement ”).	
Call-Off ITT	The Call-Off ITT as issued by the Authority to invite responses to the relevant mini-competition conducted under and in accordance with the Framework Agreement.	
Call-Off ITT Response	The Suppliers’ response to the relevant Call-Off ITT submitted by the Suppliers in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement and initiated by the issue of a Call-Off ITT by the Authority.	

Contract Meetings	In line with tender response
Fast-track Change values	In line with tender response
<u>Contract Term and Termination Provisions</u>	
Term of the Contract	<i>20 November 2023 – 31 March 2026 (contract will be subject to early termination in line with clause 26 with the call-off Terms and Conditions should funding not be approved in subsequent years as detailed below in 'Price'.)</i>
Price	<i>Payment for 2023/24 - £173,340 funding approved Payment for 2024/25 - £173,340 subject to funding being approved Payment for 2025/26 - £173,304 subject to funding being approved</i>
Extension of Term	N/A
Unilateral Authority right of termination notice period	N/A
Maximum Payments following Unilateral Authority right to terminate	N/A
Maximum Permitted Profit Margin	N/A
Variation to Termination Sum calculation	N/A
Insurance on Expiry or Termination	<i>In line with framework call-off terms and conditions</i>
<u>Contract Deliverables</u>	
Deliverables	The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (including without limitation any item, feature, material, outcome or output). The Deliverables are described at Annex 1 Part 1 of this Order Form ("the Specification"), shall be provided from the Deliverables

	<p>Commencement Date set out below in accordance with the KPIs set out in the Specification.</p> <p>Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers.</p>
Priority Deliverable	In line with specification
Deliverables Commencement Date	Contract Signature Date
Services Commencement Date	Contract Signature Date
Goods Commencement Date	N/A
Long Stop Date	N/A
Implementation Plan	The implementation plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 4 below.
Quality Plans	N/A
Information Security Management Plan	The information security management plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 5 below, as may be amended from time to time in accordance with Schedule 6 of the Call-Off Terms and Conditions.
Insurance	<i>In line with framework call-off terms and conditions</i>
Supplier Specific Standards	<i>In line with specification and call off terms and conditions</i>
<u>Premises and Property</u>	

Premises and Location(s) for the Delivery of the Deliverables	N/A
Property Licence(s) and/or Lease(s) granted to the Suppliers	N/A
<u>Information Governance</u>	
Information Governance Provisions (Schedule 5)	i) <i>In line with specification and call off terms and conditions</i>
Processing of Personal Data	<i>In line with specification and call off terms and conditions</i>
<u>Intellectual Property Rights and Licencing</u>	
Intellectual Property	<i>In line with specification and call off terms and conditions</i>
Local Health and Care Record Exemplar (LHCRE) Specific IPR	<i>In line with specification and call off terms and conditions</i>
Supplier Owned Foreground IPR	<i>In line with specification and call off terms and conditions</i>
Standard Licence Terms	<i>In line with specification and call off terms and conditions</i>
Supplier Software and Third Party Software	<i>In line with specification and call off terms and conditions</i>

<u>Contract Price and Payment</u>	
Contract Price	The price(s) to be paid by the Authority to the Suppliers for the provision of the Services, as set out in the Call-Off ITT Response and reproduced at Annex 3.
Financial Model	The Suppliers' Financial Model, submitted if required by the Authority in the Supplier's Call-Off ITT Response and reproduced at Annex 3.
Total Contract Price for the purposes of Clause 19 (Limitation of Liability)	As outlined in Annex 3 of this Order Form
Contracts conditional on the execution of a Guarantee	N/A
Guarantee in favour of NHSE	N/A
Payment Provisions	<p>The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in the Call-Off ITT and reproduced at Annex 3; and</p> <p>The level of reimbursement by the Suppliers to the Authority relating to any service credits in respect of failures by the Suppliers to meet the KPIs, as set out in the Call-Off ITT and reproduced at Annex 3.</p>

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

Name:	Signature:
Position:		
<i>(Insert an additional signature block for each additional Authority)</i>			

Signed by the authorised representative of each of the SUPPLIERS

Name:	Signature
Position:		
<i>(Insert an additional signature block for each co-bidder)</i>			

Order Form Annexes

Annex 1

Part 1: Specification

Part 2: KPI Overview

Part 3: KPIs

Part 4: Calculation of Service Credits

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Supplier Software and Third Party Software

Annex 1

Annex 1 Part 1: Specification **Please see Requirement section of 'Bidder Information Pack'**

1.1 The Deliverables

Authority Requirements

Background

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

The 22 Imaging networks require effective leadership to support the ongoing establishment and maturity of each network,

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

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

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

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

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

Requirements

Approach

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

Project Scope

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

Key deliverables

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

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

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

A broader understanding of the complex leadership and personal impact necessary to support and develop Imaging Networks.

An understanding of themselves and how they engage and influence others.

An understanding of local and national politics within the NHS.

The skills to operate as part of the network leadership team and the wider context & not just solely as a clinical leader.

The ability to be reflective, share learning and evaluate their effectiveness.

Consideration of how this development will further support the development of a wider support network following on from the programme.

Embedding behaviours which support the NHS values, including equality, diversity and inclusion.

Develop an approach in supporting others to deliver complex change.

The supplier must have:

Experience training within the context of the NHS diagnostics agenda.

The ability to deliver a high-quality evidence based clinical leadership development programme.

An understanding of the role of Clinical leadership in an Imaging context in supporting continuous improvement.

Be able to promote excellence in clinical leadership across all sectors of the healthcare system.

Understand the political environment within which healthcare providers operate

Provide clinical leaders with the tools to benchmark their leadership practice.

Must be able to deliver peer and one to one support for candidates.

Learning set approach as a safe space to bring problems.

Experienced healthcare professional leadership delivery group with expertise in multidisciplinary team training and development.

Direct experience and nuanced understanding of the healthcare environment in the UK both from a strategic perspective as well as within the current context.

Deliver a programme bespoke to senior clinical staff with a nuanced approach to delivery styles that can be rapidly iterated and delivered.

An understanding of the NHS England and NHS Improvement Long Term Plan and Professor Sir Mike Richard's review 'Diagnostics: Recovery and Renewal – Report of the Independent Review of Diagnostic Services for NHS England'

1.2 Division of Service provision between Suppliers/Sub-contractors n/a

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

Supplier Matrix

supplier	Service
<i>Insert Supplier/subcontractor's name</i>	<i>The Staff College</i>

Annex 1 Part 2: KPI Overview

Key Performance Indicators

- 1 During the Term of the Contract the Suppliers shall provide the Deliverables so as to meet the standard under each of the KPIs described below.
- 2 Annex 1 Part 3 of this Order Form sets out the Key Performance Indicators that the Parties have agreed shall be used to measure the performance of the Deliverables by the Suppliers.
- 3 The Suppliers shall monitor their performance against each KPI and shall send the Authority a report detailing the level of service actually achieved in accordance with the provisions of this Contract.
- 4 Subject to:
 - (a) any breach of any express provision of this Contract by the Authority (unless, and to the extent, caused or contributed to by the Suppliers); and
 - (b) any deliberate act or omission of the Authority or any failure by the Authority to take reasonable steps to carry out its activities in a manner which minimises significant interference with the Suppliers' performance of the Deliverables (save where, and to the extent, caused or contributed to by the Suppliers);a failure by the Suppliers to meet any of the KPIs shall be KPI Failure (as defined in the Call-Off Terms and Conditions). Failure to meet a Primary KPI shall be a

Primary KPI Failure and failure to meet a Secondary KPI shall be a Secondary KPI Failure.

- 5 KPI Failure Points, and therefore Service Credits, shall accrue for any KPI Failure. Service Credits shall be calculated in accordance with Annex 1 Part 4 of this Order Form

KPI Failure Points

- 6 If the level of performance of the Suppliers during a Measurement Period achieves the Target Performance Level in respect of a KPI, no KPI Failure Points shall accrue to the Suppliers in respect of that KPI.
- 7 If the level of performance of the Suppliers during a Measurement Period is below the Target Performance Level in respect of a KPI, KPI Failure Points shall accrue to the Suppliers in respect of that KPI as set out in Annex 1 Part 4 of this Order Form
- 8 The number of KPI Failure Points that shall accrue to the Suppliers in respect of a KPI Failure shall be the applicable number as set out in Annex 1 Part 3 of this Order Form depending on whether the KPI Failure is a minor KPI Failure, a serious KPI Failure or a severe KPI Failure as indicated in Annex 1 Part 3 of this Order Form, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraphs 9 and 10 of this Annex1 Part 2 shall apply.

Repeat KPI Failures

Repeat KPI Failures

- 9 If a KPI Failure occurs in respect of the same KPI in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a "Repeat KPI Failure".
- 10 The number of KPI Failure Points that shall accrue to the Suppliers in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

$$SP = P \times 2$$

where:

SP = the number of KPI Failure Points that shall accrue for the Repeat KPI Failure;
and

P = the applicable number of KPI Failure Points for that KPI Failure as set out in Annex 1 Part 3 depending on whether the Repeat KPI Failure is a minor KPI Failure, a serious KPI Failure, a severe KPI Failure or a failure to meet the KPI service threshold.

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

Related KPI Failures

- 11 If any specific KPI refers to both Service Availability and System Response Times, the System Response Times achieved by the Supplier for any period of time during a Service Period during which the relevant Service or element of a Service is determined to be Non-Available shall not be taken into account in calculating the average System Response Times over the course of that Service Period. Accordingly, the Supplier shall not incur any Service Points for failure to meet System Response Times in circumstances where such failure is a result of, and the Supplier has already incurred Service Points for, the Service being Non-Available.

Annex 1 Part 3: KPIs

Primary KPIs

1 Primary Key Performance Indicators

In line with service specification

2. Secondary Key Performance Indicators

Not Used

Annex 1 Part 4: Calculation of Service Credits

Not Applicable

Annex 1 Part 5: Termination Trigger for Accrued KPI Failures

Termination for accrued KPI Failures

The right for the Authority to terminate the Contract (or at its election part of the Contract relating to a specified portion of the Deliverables) forthwith by notice in writing to the Suppliers shall arise:

- pursuant to Clause 22.5.5 of Schedule 2 of the Call-Off Terms and Conditions upon the accrual of [insert number] Primary KPI Failure Points in any [Month/Quarter - specify];
and
- pursuant to Clause 22.5.6 of Schedule 2 of the Call-Off Terms and Conditions upon the accrual of [insert number] Secondary KPI Failure Points in any [Month/Quarter - specify];
and
- pursuant to Clause 22.5.7 of Schedule 2 of the Call-Off Terms and Conditions upon the occurrence of [insert number] KPI Failures in any Month or upon the occurrence of [insert number] KPI Failures in any Quarter

Annex 1 Part 6: Excusing Events

Not Applicable

Annex 2
Extra Key Provisions

Not Applicable

Annex 3

Contract Price and Payment Terms

Contract Price

	Cost	
	£57,600.00	
	£7,920.00	
	£42,240.00	
	£30,160.00	
	£137,920.00	
	Cost	
	£16,200.00	
	£1,980.00	
	£10,620.00	
	£6,620.00	
	£35,420.00	
Grand Total for 2 Cohorts		£173,340.00

Annex 4

Implementation Plan (if any)

In line with supplier solution

Annex 5

Information Security Management Plan

In line with framework call off terms and conditions and specification

Annex 6

Supplier Solution



Annex 7

Processing of Personal Data

In line with framework call off terms and conditions and specification

Annex 8

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

Annex 9

Standard Licence Terms

Not Applicable

Annex 10

Notified Sub-Contractors

Not Applicable

Annex 11

Supplier Software and Third Party Software

Not Applicable