

Health Systems Support Framework: Template Order Form

<u>References and Date</u>													
Order Reference Number	HSSF23-012												
Date of Order Form	9 th February 2023												
<u>Parties and Key Persons</u>													
Authority	NHS England												
Suppliers	Deloitte LLP												
Principal Supplier(s)	N/A												
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles ("Key Personnel")	<table border="1"> <tr> <td>██████████</td> <td>██████████</td> </tr> <tr> <td>██████████</td> <td>██████████</td> </tr> <tr> <td>██████████</td> <td>██████████</td> </tr> <tr> <td>██████████</td> <td>██████████</td> </tr> <tr> <td>██████████</td> <td>██████████</td> </tr> </table>			██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████
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Contract Managers	<table border="1"> <tr> <td><i>Authority's Manager</i></td> <td><i>Contract</i></td> <td>Commercial Management Team</td> </tr> <tr> <td><i>Supplier's Manager(s)</i></td> <td><i>Contract</i></td> <td>██████████</td> </tr> </table>			<i>Authority's Manager</i>	<i>Contract</i>	Commercial Management Team	<i>Supplier's Manager(s)</i>	<i>Contract</i>	██████████				
<i>Authority's Manager</i>	<i>Contract</i>	Commercial Management Team											
<i>Supplier's Manager(s)</i>	<i>Contract</i>	██████████											

Lead Contract Manager (if applicable)	<i>Insert the Lead Contract Manager at the commencement of this Contract</i> <table border="1" data-bbox="611 320 1345 517"> <tr> <td data-bbox="611 320 976 421"><i>Authority's Lead Contract Manager</i></td> <td data-bbox="976 320 1345 421">As above</td> </tr> <tr> <td data-bbox="611 421 976 517"><i>Supplier's Lead Contract Manager</i></td> <td data-bbox="976 421 1345 517">As above</td> </tr> </table>		<i>Authority's Lead Contract Manager</i>	As above	<i>Supplier's Lead Contract Manager</i>	As above
<i>Authority's Lead Contract Manager</i>	As above					
<i>Supplier's Lead Contract Manager</i>	As above					
Person(s) to receive notices under the Contract	<table border="1" data-bbox="611 589 1345 969"> <tr> <td data-bbox="611 589 976 801"><i>Authority's nominated person and contact details for service of notices</i></td> <td data-bbox="976 589 1345 801"> NHSE Commercial Team england.commercialqueries@nhs.net </td> </tr> <tr> <td data-bbox="611 801 976 969"><i>Supplier's nominated person and contact details for service of notices</i></td> <td data-bbox="976 801 1345 969"> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> </td> </tr> </table>		<i>Authority's nominated person and contact details for service of notices</i>	NHSE Commercial Team england.commercialqueries@nhs.net	<i>Supplier's nominated person and contact details for service of notices</i>	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>
<i>Authority's nominated person and contact details for service of notices</i>	NHSE Commercial Team england.commercialqueries@nhs.net					
<i>Supplier's nominated person and contact details for service of notices</i>	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>					
Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date	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	Weekly progress meetings
Fast-track Change values	N/A
<u>Contract Term and Termination Provisions</u>	
Term of the Contract	10 weeks (from w/c 13/02/23)
Extension of Term	No extensions
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	<p>On the expiry or earlier termination of this Contract, the Suppliers are required to ensure that:</p> <ol style="list-style-type: none"> 1) unless otherwise required in the Extra Key Provisions, any ongoing liability that they have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of six (6) years from termination or expiry of this Contract; and 2) where the Deliverables or any part of them could result in liability to any patient in respect of care and/or advice funded by an NHS body, any ongoing liability that the Suppliers have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory


	schemes for the period of up to twenty-one (21) years from termination or expiry of this Contract.
<u>Contract Deliverables</u>	
Deliverables	<p>The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (including without limitation any item, feature, material, outcome or output). The Deliverables are described at Annex 1 Part 1 of this Order Form ("the Specification"), shall be provided from the Deliverables Commencement Date set out below in accordance with the KPIs set out in the Specification.</p> <p>Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers.</p>
Priority Deliverable	See key deliverables
Deliverables Commencement Date	Please refer to milestone dates
Services Commencement Date	w/c 13 th February 2023
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	Please refer to milestone dates/ Key deliverables
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	As per Clause 20 of the HSSF Terms and Conditions
Supplier Specific Standards	N/A
<u>Premises and Property</u>	
Premises and Location(s) for the Delivery of the Deliverables	Online - N/A
Property Licence(s) and/or Lease(s) granted to the Suppliers	N/A
<u>Information Governance</u>	
Information Governance Provisions (Schedule 5)	As per HSSF Terms and Conditions – Schedule 5. It is not anticipated that any personal data is being processed as part of this contract.
Processing of Personal Data	No personal data is being processed as part of this contract
<u>Intellectual Property Rights and Licencing</u>	
Intellectual Property	Pre-existing IP will remain with the Supplier. The IP in all work, deliverables and output will be held by NHSE. For all work, deliverables or output performed with for or on behalf of NHSE, IP will be with NHSE e.g. Commercial Strategy
Local Health and Care Record Exemplar (LHCRE) Specific IPR	<p><i>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.</i></p> <p>1. <i>The Authority hereby grants to the Suppliers a royalty-free and fully paid up, non-exclusive, perpetual, sub-licensable</i></p>

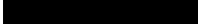

	<p><i>licence to use the Foreground IPR, any Output and any Specially Written Software for any purpose.</i></p> <p><i>2. The Suppliers shall not charge any NHS Beneficiary for the right to use the Foreground IPR, any Output and any Specially Written Software for the NHS Beneficiary's use for any purpose 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.</i></p>
Supplier Owned Foreground IPR	N/A
Standard Licence Terms	N/A
Supplier Software and Third Party Software	N/A
<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:		Buyer Signature:	
Position:			

Signed by the authorised representative of each of the SUPPLIERS

Name:		Supplier Signature:	
Position:			

Order Form Annexes

Annex 1

Part 1: Specification

Part 2: KPI Overview

Part 3: KPIs

Part 4: Calculation of Service Credits

Part 5: Termination Trigger for Accrued KPI Failures

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Annex 1 Part 1: Specification

1.1 The Deliverables

Main object:

Identifying the best approach for the NHS in relation to absorbing the cost impact of the initial recommendations stemming from the NICE MTA undertaken for Type 1 Diabetes hybrid closed-loop medical technology

Key Deliverables:

Deliverable One

- **Affordability & scenario model** – Undertake a budget impact assessment of the Type 1 Diabetes “hybrid closed loop” (HCL) Medical Technology (or “artificial pancreas”) NICE MTA recommendations. This should include the current cost baseline, with a comparison to future forecast cost scenarios based on a number of variables to be ascertained and agreed throughout the contract period, but which may include: 1) changing eligibility criteria and volume of patients, 2) forecast uptake scenarios, 3) estimated averages costs of wrap-around support services (e.g., tertiary clinical specialists), 4) market pricing of core HCL technologies and supplementary components, consumables and equipment. Plus, any other appropriate cost factors and assumptions. The analysis should showcase the associated costs of differentiated uptake scenarios against a realistic ‘worst-case’ cost exposure. The model should in some way support the NHS to understand total lifecycle affordability and make a definitive decision on whether and/or how that cost could be best absorbed (e.g., by the potential medium-long term sequenced roll-out of the NICE recommendations over time, in a measured way).

Deliverable Two

- **Set Out and Appraise Commercial Approach Options** –
 - Review the current external third-party market for the HCL product, including:

- The category breakdown of the product componentry
 - Continuous glucose monitors
 - The algorithm/ software
 - Transmitters
 - Pump
 - Annual consumables (e.g., cannulas, reservoirs, and tubing)
 - Insulin
- The pricing structures/ current commercial supplier model(s)
- The associated vendors (e.g., Medtronic, Tandem, Abbott etc.)
- Document current maturity of the market for HCL – and the future potential direction of travel to ascertain the right contract duration and how to incentivise the “next generation” of HCL technologies to emerge into the UK market.
- At a high level, document how HCL products are currently bought by the NHS to ascertain the main routes to market.
- Document a range of future commercial options (and appraise against the best fit) that will enable the NHS to achieve best market pricing for a future of assumed increased market demand.

Deliverable Three

- **Action plan** – Document the key activities required moving forward – both regarding affordability decision making, and commercial approach implementation. Sequence those activities on a timeline with key milestones. It is anticipated that this plan of activity will include elements on: 1) immediate critical path decisions (e.g. roll-out of NICE recommendations), 2) Operational planning for roll-out and budget allocation across the system (e.g. clinical communications, financial allocations, product specifications etc.), 3) commercial activities required to implement best procurement and pricing approach for the NHS (e.g. market engagement, negotiation etc.)

[REDACTED]

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Key Milestones

- Affordability model – 13 March
- Commercial options & recommendations 24 March
- Action Plan – 31 March

1.2 Division of Service provision between Suppliers/Sub-contractors

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

Supplier Matrix

supplier	Service
Deloitte LLP	100% of above deliverables

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.

Related KPI Failures

- 5 If any specific KPI refers to both Service Availability and System Response Times, the System Response Times achieved by the Supplier for any period of time during a

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

Annex 1 Part 3: KPIs

Primary KPIs

1 Primary Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels
1	Progress Report	Completion of a Progress Report	Weekly	Failure to meet the KPI will result in a meeting between the Contract Managers. Deloitte would need to produce a corrective action report.

Annex 1 Part 5: Termination Trigger for Accrued KPI Failures

Not used

Annex 3

Contract Price and Payment Terms

Contract Price

£90,000 ex vat

Contract Price for permitted extensions to the Term

N/A – No extension period

Total Contract Price for the purposes of Clause 19 (Limitation of Liability)

£90,000 ex vat

Payment Provisions

Purchase Order will be raised for supplier to invoice against

Maximum Payments on Unilateral Termination by Authority

Termination Date	Maximum Unrecovered Payment (£ inclusive of VAT)	Maximum Breakage Cost Sum (£ inclusive of VAT)	Maximum Termination Sum (£ inclusive of VAT)
Anytime before or including the first anniversary of the Effective Date	N/A		
Anytime after the first anniversary of the Effective Date and before the end of the day on which the second anniversary the Effective Date falls.			
Anytime after the second anniversary of the Effective Date and before the end of the day on which the third anniversary the Effective Date falls.			

Annex 4

Implementation Plan (if any)

As agreed prior to commencement

Annex 5

Information Security Management Plan

N/A

Annex 6

Supplier Solution

N/A – Agreed prior to implementation

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.

N/A - No personal data to be processed as part of this contract

Description	Data
Subject matter of the processing	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	N/A

For the avoidance of doubt this list will be amended through the Contract Meetings as set out above and in line with Clause 31.3 of Annex 2 of this Order Form.

Annex 8 – N/A

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

BOARD REPRESENTATIONS AND STRUCTURES

Service Management Board Representation and Structure

Authority Members of Service Management Board		(Chairperson)
Supplier Members of Service Management Board		
Start Date for Service Board Management meetings		
Frequency of Service Board Management meetings		
Location of Service Board Management meetings		

Program Board Representation and Structure

Authority Members of Programme Board	(Chairperson)
Supplier Members of Programme Board	

Start Date for Programme Board meetings	
Frequency of Programme Board meetings	
Location of Programme Board meetings	

Technical Board Representation and Structure

Authority Members of Technical Board	(Chairperson)
Supplier Members of Technical Board	
Start Date for Technical Board meetings	
Frequency of Technical Board meetings	
Location of Technical Board meetings	

Risk Management Board Representation and Structure

Authority Members of Risk Management Board	(Chairperson)
Supplier Members of Risk Management Board	
Start Date for Risk Management Board meetings	
Frequency of Risk Management Board meetings	
Location of Risk Management Board meetings	

Annex 9

Standard Licence Terms

N/A

Annex 10

Notified Sub-Contractors

N/A

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						

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						