

Health Systems Support Framework: Template Order Form

<u>References and Date</u>	
Order Reference Number	HSSF23-030
Date of Order Form	17/07/2017
<u>Parties and Key Persons</u>	
Authority	NHS England Quarry Hill Leeds LS2 7UE
Suppliers	Royal Free London NHS Foundation Trust Royal Free Hospital Pond Street London NW3 2QG
Principal Supplier(s)	Not applicable
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles ("Key Personnel")	<p>TPHC have provided analytical support to the virtual wards programme during 2022-23 and we are now seeking continued support for 2023-24 as it continues to grow and evolve. Followings areas TPHC will support in are:</p> <p>Analytical support for the programme Internal SitRep reporting (Data and Insights pack, data quality report) Ad-hoc SitRep analysis and further bespoke reporting Capturing requirements for a specification for Foundry dashboard development (i.e. Business Analyst)</p> <p>Provide insight to the Data Insight group</p>

	<p>Ensure complex analytical asks can be delivered in the short timescales required by the programme and senior stakeholders</p> <p>Automation of processes to reduce demand on limited resource, and enable self-service of information</p> <p>Documentation of exiting processes to ensure business continuity. These work packages will allow us to create and maintain a data pack of virtual ward data that can be (and will be) used for research into the impact virtual wards have on A&E attendances and Emergency admissions.</p> <p>The Key Personnel at TPHC/Royal Free who will complete this work is Rakesh Dodhia (analyst).</p>							
Contract Managers	<table><tr><td>Authority’s Contract Manager</td><td>Contract</td><td>Andy Weaver</td></tr><tr><td>Supplier’s Contract Manager(s)</td><td>Contract</td><td>Chris Greene</td></tr></table>		Authority’s Contract Manager	Contract	Andy Weaver	Supplier’s Contract Manager(s)	Contract	Chris Greene
Authority’s Contract Manager	Contract	Andy Weaver						
Supplier’s Contract Manager(s)	Contract	Chris Greene						
Lead Contract Manager (if applicable)	<p>Insert the Lead Contract Manager at the commencement of this Contract</p> <table><tr><td>Authority’s Lead Contract Manager</td><td>Andy Weaver</td></tr><tr><td>Supplier’s Lead Contract Manager</td><td>Chris Greene</td></tr></table>		Authority’s Lead Contract Manager	Andy Weaver	Supplier’s Lead Contract Manager	Chris Greene		
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Supplier’s Lead Contract Manager	Chris Greene							
Person(s) to receive notices under the Contract	<table><tr><td>Authority’s nominated person and contact details for service of notices</td><td><p>Andy Weaver</p><p>1W09, 1ST FLOOR, QUARRY HOUSE, QUARRY HILL, LEEDS, WEST YORKSHIRE</p><p>WEST YORKSHIRE LS2</p><p>████████████████████</p></td></tr><tr><td>Supplier’s nominated person and contact details for service of notices</td><td><p>Chris Greene</p><p>████████████████████</p><p>Transformation Partners in Health and Care Royal Free London NHS Foundation Trust</p></td></tr></table>		Authority’s nominated person and contact details for service of notices	<p>Andy Weaver</p> <p>1W09, 1ST FLOOR, QUARRY HOUSE, QUARRY HILL, LEEDS, WEST YORKSHIRE</p> <p>WEST YORKSHIRE LS2</p> <p>████████████████████</p>	Supplier’s nominated person and contact details for service of notices	<p>Chris Greene</p> <p>████████████████████</p> <p>Transformation Partners in Health and Care Royal Free London NHS Foundation Trust</p>		
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			Pond Street London NW3 2QG																			
Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date	Not applicable																					
<u>General</u>																						
Status of Order Form	<p>Issue of this Order Form is an “invitation to treat” by the Authority following the Suppliers’ Call-Off ITT Response submitted by the Supplier(s) in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement. On the signature of the Order Form by the Suppliers and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and the Suppliers. This Order Form, together with the Call-Off Terms and Conditions and the applicable provisions of the Framework Agreement (and the other provisions as set out in the Call-Off Terms and Conditions) form a contract (defined as “the Contract” in the Call-Off Terms and Conditions) between the parties as at and from the date of this Order Form.</p> <p>All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form.</p>																					
Call-Off Terms and Conditions	<p>The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:</p> <table><tr><td>Schedule 1</td><td>Key Provisions</td></tr><tr><td>Schedule 2</td><td>General Terms and Conditions</td></tr><tr><td>Schedule 3</td><td>Definitions and Interpretations Provisions</td></tr><tr><td>Schedule 4</td><td>This Order Form</td></tr><tr><td>Schedule 5</td><td>Information Governance</td></tr><tr><td>Schedule 6</td><td>Security Management</td></tr><tr><td>Schedule 7</td><td>Standards</td></tr><tr><td>Schedule 8</td><td>Software</td></tr><tr><td>Schedule 9</td><td>Installation and Commissioning Services</td></tr></table>				Schedule 1	Key Provisions	Schedule 2	General Terms and Conditions	Schedule 3	Definitions and Interpretations Provisions	Schedule 4	This Order Form	Schedule 5	Information Governance	Schedule 6	Security Management	Schedule 7	Standards	Schedule 8	Software	Schedule 9	Installation and Commissioning Services
Schedule 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	Meetings to occur weekly to review performance against deliverables in this contract and to adapt priorities as needed.	
Fast-track Change values	Not applicable	
<u>Contract Term and Termination Provisions</u>		
Term of the Contract	Service start date 17 th July 2023 Service end date 31 st March 2024	
Extension of Term	Not applicable	

Unilateral Authority right of termination notice period	6 months
Maximum Payments following Unilateral Authority right to terminate	Not applicable
Maximum Permitted Profit Margin	Not applicable
Variation to Termination Sum calculation	Not applicable
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>

	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.
Priority Deliverable	Not Applicable
Deliverables Commencement Date	Not applicable
Services Commencement Date	17 th July 2023
Goods Commencement Date	Not applicable
Long Stop Date	Not applicable
Implementation Plan	The implementation plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 4 below.
Quality Plans	Not applicable
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	<div style="background-color: black; width: 100%; height: 20px;"></div> <div style="background-color: black; width: 100%; height: 20px;"></div>
Supplier Specific Standards	Not applicable
<u>Premises and Property</u>	
Premises and Location(s) for the	Not applicable

Delivery of the Deliverables	
Property Licence(s) and/or Lease(s) granted to the Suppliers	Not applicable
<u>Information Governance</u>	
Information Governance Provisions (Schedule 5)	The Authority shall act as a Controller and the Supplier shall act as a Processor.
Processing of Personal Data	Not applicable
<u>Intellectual Property Rights and Licencing</u>	
Intellectual Property	Not applicable
Local Health and Care Record Exemplar (LHCRE) Specific IPR	<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"> 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. 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.
Supplier Owned Foreground IPR	Not applicable

Standard Licence Terms	Not applicable
Supplier Software and Third Party Software	Not applicable
<u>Contract Price and Payment</u>	
Contract Price	See Annex 3
Financial Model	See 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	Not applicable
Guarantee in favour of NHSE	Not applicable
Payment Provisions	See Annex 3.



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

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Information Security Management Plan

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Supplier Solution

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Board Representations and Structures

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Supplier Software and Third Party Software

Annex 1

Annex 1 Part 1: Specification

1.1 The Deliverables

Main object:

Analytical support for the programme

Internal SitRep reporting (Data and Insights pack, data quality report)

Ad-hoc SitRep analysis and further bespoke reporting

Capturing requirements for a specification for Foundry dashboard development (i.e. Business Analyst)

Provide insight to the Data Insight group

Ensure complex analytical asks can be delivered in the short timescales required by the programme and senior stakeholders

Automation of processes to reduce demand on limited resource, and enable self-service of information

Documentation of exiting processes to ensure business continuity.

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

KPI Failure Points

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

Repeat KPI Failures

Repeat KPI Failures

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

$$SP = P \times 2$$

where:

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

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

Related KPI Failures

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

Annex 1 Part 3: KPIs

Primary KPIs

1 Primary Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement
1	Data Insight Pack (DIP) Reporting	Analysing sitrep data and using it to produce a monthly Data Insight Pack that shows virtual ward capacity, utilization, highlights data quality issues with sitrep reporting and various other intel in agreed format.	Monthly

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points
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2. Secondary Key Performance Indicators

Not applicable

3. Definitions

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

Not applicable

Not applicable

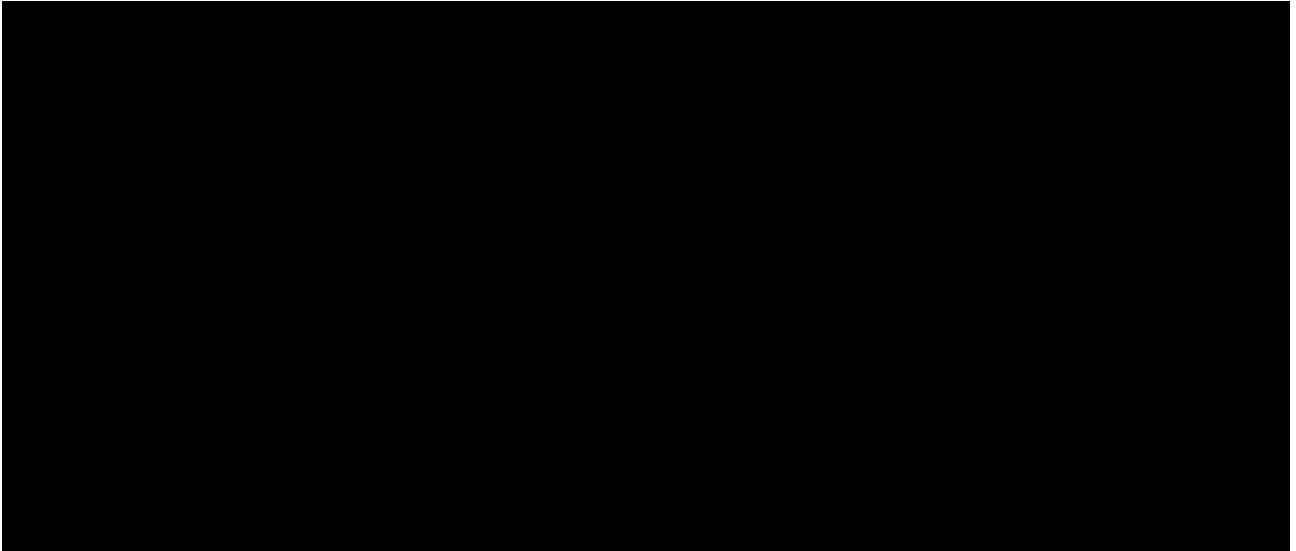
Annex 1 Part 6: Excusing Events

Annex 2
Extra Key Provisions

Not applicable

Annex 3

Contract Price and Payment Terms



Contract Price for permitted extensions to the Term

Not applicable

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

The total Contract price(s) to be paid by the Authority to the Suppliers for the provision of the Deliverables, as set out in the Call-Off ITT Response and reproduced at Annex 3.

Payment Provisions

Payment every quarter in arrears for actual work completed on receipt of a valid invoice.

Maximum Payments on Unilateral Termination by Authority

Not applicable

Suppliers' Financial Model (if applicable)

Not applicable

Annex 4

Implementation Plan (if any)

Not Applicable

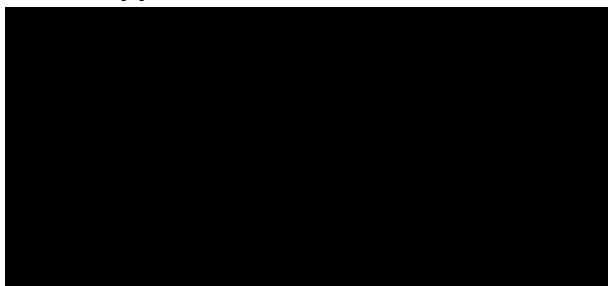
Annex 5

Information Security Management Plan

Not applicable

Annex 6

Supplier Solution



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.

No further instructions are included in this Annex.

Annex 8

BOARD REPRESENTATIONS AND STRUCTURES

Service Management Board Representation and Structure

Not applicable

Annex 9

Standard Licence Terms

Not applicable

Annex 10

Notified Sub-Contractors

Not applicable

Annex 11

Supplier Software and Third Party Software

Supplier Software

Not applicable

Third Party Software

Not applicable