

Clinical Knowledge Summaries: an Evidence Based Resource for Primary Care

Service Specification

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Definitions

Capitalised words and expressions that follow found in this specification have the meanings hereby assigned to them unless the context specifically requires otherwise. It should also be noted that references to the singular include the plural and vice versa.

| Term | Meaning |
| --- | --- |
| **“Clinical Knowledge Summaries Service”** | Means the service that NICE is procuring and that will deliver current, high quality Clinical Knowledge Summaries to Clinicians working and training in General Practice and first contact settings at the point of need in accordance with the service specification. |
| **“Clinicians”** | Has the same meaning as that given to “clinicians working and training in general practice and first contact settings”. |
| **“Clinicians working and training in General Practice and first contact settings”** | Means a person of a Primary Care profession or discipline working or training in a General Practice or a first contact setting. This includes paramedics. |
| **“Contractor”** | Means the successful bidder to whom a contract is awarded to. |
| **“General Practice”** | Means the general practice Primary Care setting. |
| **“Guidance producer”** | Means an organisation that produces guidance and advice and recommendations for practice. |
| **“Guidance”** | Means systematically developed statements to guide decisions about appropriate health and social care to improve individual and population health and wellbeing. |
| **“Key Performance Indicator”** | Means an indicator of the performance of the CKS Service that is measurable against agreed levels of service. |
| **“NICE Digital Channels”** | Means any form of NICE digital publishing (e.g., web, mobile device, email, SMS) delivered via the internet, intranet or extranet. |
| **“Primary Care Practitioner”** | Means a person in a Primary Care profession or discipline. |
| **“Primary Care Presentation Topic”** | Means a written evidence-based synopsis of a specific Primary Care Presentation. |
| **“Primary Care Presentation”** | Means a health condition, disease or clinical symptom(s) presenting in Primary Care and relevant to Clinicians working in General Practice. |
| **“Primary Care”** | Means the setting in which management of new presentations of undifferentiated symptoms is often but not always accompanied by continuity of care for on-going physical, mental health and social problems, prevention as well as treatment is provided, and where care provision for a population as well as individuals is a consideration. |
| **“Semantic Mark-up”** | Mark-up to reinforce the semantics, or meaning, of the information in webpages and web applications rather than merely to define its presentation or look. |
| **“Service Credit”** | Means a credit applicable to the quarterly service charge that results from the failure of the CKS Service to meet threshold service levels.  |
| **“Topic Content”** | Has the same meaning as given to “Primary Care Presentation Topic” |

1. Introduction
	1. The National Institute for Health and Care Excellence, (“NICE”), established under the Health and Social Care Act 2012, is the executive Non-Departmental Public Body responsible for providing guidance and advice to support health and social care commissioners, providers and others to make sure that the care and preventative services provided are of the best possible quality and offers the best value for money. NICE has a statutory role that encompasses the development of quality standards, advice, information and recommendations about NHS, public health and social care services. NICE provides independent, evidence-based guidance on the most effective ways to prevent, diagnose and treat disease and ill health and reduce health inequalities, and operates an independent accreditation programme to validate the guidance production of external organisations. Documents describing the methods and process employed by NICE are available from NICE’s website (available at [www.nice.org.uk](http://www.nice.org.uk) ).
	2. The National Institute for Health and Care Excellence is seeking to procure a Clinical Knowledge Summaries (“CKS”) Service. The CKS Service will research topics and provide summaries of the best available evidence and practical guidance on best practice in an accessible, easy to use format aimed at Clinicians working in General Practice in the UK, [British Overseas Territories](https://en.wikipedia.org/wiki/British_Overseas_Territories) and [Crown dependencies](https://en.wikipedia.org/wiki/Crown_dependencies) (hereafter referred to as ‘the UK’), covering a full range of Primary Care Presentations.
	3. The CKS Service will support the strategic aims of NICE through the provision of a high quality, evidence-based resource covering a full range of common and/or significant Primary Care Presentations from the start of the service.
	4. It will be aimed at Clinicians working and training in General Practice and first contact settings in the UK and will be accessible through a range of NICE Digital Channels, managed and hosted by NICE, and presented in such a way as to allow easy use of the evidence-based resource to support patient consultations.
	5. The purpose of this document is to provide a service specification for the CKS Service.
	6. **Please note that the content currently presented on the NICE CKS site is not owned by NICE and cannot be reused without the permission of the content owner.**
2. Budget and Contract Length
	1. The total budget is £441,000 (excluding VAT) per annum (years 2023-24, 2024-25, 2025-26). Total 3-year budget is £1,323,000. Submissions exceeding this value will not be accepted. The contract term is three (3) years from 8th April 2023 to 7th April 2026), with options to extend for additional 2x12-month periods (8th April 2026 to 7th April 2028) at £441,000 (excluding VAT) per annum, total 24-month extension £882,000.
	2. Where implementation costs are relevant, NICE will pay implementation costs in April 2023 on full acceptance and delivery of the implementation phase. Implementation costs need to be covered in the year 1 budget (2023-2024).
	3. Suppliers will be fully aware of the changing structural and financial climate in which the NHS is now operating and the impact that this will inevitably have on future NHS budgets for purchasing.
3. Aims and Objectives
	1. The overall aim of the CKS Service is to provide evidence based Primary Care Presentation Topics covering a full range of common and/or significant Primary Care Presentations in the format of succinct summaries that can be easily accessed and read by clinicians working and training in General Practice and first contact settings in their working environment. The content and delivery of the CKS Service must consider the limitations that clinicians working in General Practice and first contact settings can face in terms of the time available preparing for, conducting and following up on patient consultations.
	2. The CKS Service must be a resource of demonstrable high quality (see section 5.1 below on Quality Assurance of Content).
4. Service Scope

Topic Content

* + 1. The Contractor shall research topics, write summaries, and provide content for each Primary Care Presentation Topic, which includes but is not limited to the following types of information:
* Topic introduction or overview.
* Definition and basic epidemiology such as prevalence, risk factors and co-morbidities.
* Symptoms and clinical signs.
* Differential diagnosis.
* Specific assessment activities including relevant diagnostic tests and when they should be requested.
* Information on the full range of appropriate management options including, for example, self-care, follow-up, pharmacotherapy, psychosocial interventions, referral to other professionals in primary or secondary care or referral to other agencies. Comment on the effectiveness or cost-effectiveness of various options should be made where relevant.
* Prescribing Information, such as licensed indications.
* Common pitfalls and uncertainties.
	+ 1. The Primary Care Presentation Topic content must be written, structured, and formatted in such a way to provide the following:
* A readily accessible summary of the current evidence base and practical guidance on best practice in respect of a full range of common and/or significant Primary Care Presentations.
* Content that is suitable for use by Clinicians working in General Practice and first contact settings who are preparing for, delivering or reviewing patient consultations.
* Content that is suitable to enable shared decision-making with patients.
* Full and clear citations describing the sources of evidence used to formulate each sub-section of each Primary Care Presentation Topic and links to online versions of underpinning documentations wherever possible.
* Cross referencing between Primary Care Presentation Topics.
* A description of how each Primary Care Presentation Topic has been developed.
* Content that is suitable to meet the training and education needs of clinicians in training.
* A topic structure that is quick and easy to navigate and that allows the right content to be found quickly.
* A topic structure that is easy to index for search purposes.
	+ 1. The Contractor shall ensure that any recommendations made in Primary Care Presentation Topics are consistent with NICE guidance. Details of guidance in development at NICE and anticipated guidance publication dates can be found in the ‘In Development’ section at <https://www.nice.org.uk/guidance/indevelopment>. NICE will also communicate changes to anticipated guidance publication dates to the Contractor.
		2. The content delivered through the CKS Service must be written in clear, concise, and grammatically correct English and be relevant to the UK health system.
		3. Each Primary Care Presentation Topic must include a short summary of the topic (approximately 150 characters) which will be used to describe the topic in search results and that will support search engine optimization.

Topic Coverage

* + 1. The Contractor shall ensure that the CKS service Primary Care Presentation Topics cover a full range of common and/or significant Primary Care Presentations from the service start date. At the very least, the CKS service will be representative of all current NICE guidelines relevant to Primary Care, available at <https://www.nice.org.uk/guidance>.The Contractor shall also take account of the General Practitioner Curriculum (<http://www.rcgp.org.uk/GP-training-and-exams/GP-curriculum-overview.aspx>) in the definition of the range of Primary Care Presentation Topics.
		2. The Contractor shall review and update Primary Care Presentation Topic content to ensure it remains current. The Contractor shall ensure that any changes that are of a high significance in respect of patient treatment are identified, and changes implemented urgently, including but not limited to:
* The withdrawal of drugs or treatments for safety reasons; and
* Any other matter that would have a significant and immediate impact on patient care.
	+ 1. The Contractor shall provide and maintain details of the scope and number of Primary Care Presentation Topics covered by the CKS Service.
		2. The Contractor must ensure each Primary Care Presentation Topic is kept up to date and accurate in a timely manner. In addition, the Contractor shall define and agree with NICE their methods and process for the selection of existing Primary Care Presentation Topics requiring review and update. Such methods and processes must take account of, as a minimum:
* Updates to NICE Guidance relevant to Primary Care; and
* Changes in the evidence base.
	+ 1. Each Primary Care Presentation Topic shall be formally reviewed and updated according to an agreed a rolling programme and the total number of Topics to be formally reviewed and updated each year of the contract will be agreed with NICE before 8th April each year.
		2. The Contractor shall agree the annual schedule of Primary Care Presentation Topic updates that are to be carried out in each year. The Contractor shall agree this schedule with NICE on or before 8th April each year.
		3. The Contractor will be asked to develop new Primary Care Presentation Topics that are not covered by a Contractors initial proposed CKS solution, but which are part of the current and future collection of NICE guidelines or which NICE deems to be a significant Primary Care Presentation Topic that needs to be covered.
		4. The Contractor shall identify and prioritise potential new Primary Care Presentation Topics in response to changing needs within Primary Care or the changing prevalence of common and significant presentations in Primary Care, using a gap analysis process agreed with NICE.
		5. NICE shall agree with the Contractor the schedule of new Primary Care Presentation Topics, should any be needed, on or before 8th April each year.
		6. The Contractor will develop and release to the CKS service an agreed number of new Primary Care Presentation topics per annum for the first three (3) years of the contract.
		7. The Contractor will develop and release to the CKS service an agreed number of new Primary Care Presentation topics per additional twelve (12) month period agreed by NICE under section 5 of the contract.

Evidence Sourcing Responsibilities

* + 1. The Contractor shall be solely responsible for the sourcing of all evidence based clinical knowledge and information necessary for the provision of the services to be provided under any contract arising out of the CKS procurement.

Audiences

* + 1. The primary audiences for the CKS Service are clinicians working and training in General Practice and first contact settings.

Geographic boundaries and geographic access limitations

* + 1. The CKS Service shall be freely and openly accessible and available to anyone geographically located in the UK, [British Overseas Territories](https://en.wikipedia.org/wiki/British_Overseas_Territories) and [Crown dependencies](https://en.wikipedia.org/wiki/Crown_dependencies) via the NICE CKS microsite (<https://cks.nice.org.uk/>) without restriction as to the number of pages a user can view. NICE will ensure access to the NICE CKS microsite is geographically restricted. The service must not require user registration and login in order to access content within the UK, [British Overseas Territories](https://en.wikipedia.org/wiki/British_Overseas_Territories) and [Crown dependencies](https://en.wikipedia.org/wiki/Crown_dependencies).
		2. Metadata about content in the CKS Service such as topic titles, topic publication or last updated date and topic level descriptions (150 words) will be openly accessible and available to anyone worldwide through search engines such as Google and Bing. The topic content itself will not be accessible outside of the UK, [British Overseas Territories](https://en.wikipedia.org/wiki/British_Overseas_Territories) and [Crown dependencies](https://en.wikipedia.org/wiki/Crown_dependencies).

Third-party Rights

* + 1. The contractor will grant third-party users of the CKS microsite the right to print, copy or download topic content from the CKS microsite for educational and not-for-profit purposes only as part of their clinical role within a Primary Care or first contact setting.
		2. Users of the CKS microsite will need to seek permission directly from the contractor to re-use any topic content on the CKS microsite which is identifiable as being owned by the contractor.
		3. NICE will clarify these third-party rights in the terms and conditions section of its website.

Content Delivery Mechanisms and Formats

* + 1. The Contractor shall deliver CKS Service content to NICE using mechanisms and formats in accordance with a Standard Operating Procedure that is agreed by the Contractor and NICE.
		2. The CKS Service content must be delivered to NICE in a consistently structured data format, for example JSON (preferred) or XML, that uses detailed semantic mark-up.
		3. The chosen structured data format should:
* fragment Primary Care Presentation Topic content into meaningful sections, sub-sections and content elements that meet the service requirements described in sections 4.1 and 4.7,
* be consistently formatted, ordered, and well-formed,
* support the easy construction of web page structure, metadata, content and navigation devices such as alphabetical topic browse pages, topic section navigation menus, crumb trails, filters, pagination options and topic to topic links,
* be formatted in a way that enables granular indexing and discovery via search engines at the topic, section, and sub-section level,
* use uniquely referenceable semantic mark-up for all meaningful sections,
* be described by a schema that is shared with NICE, that defines and describes each meaningful section within the data format,
* include all essential metadata described in 4.7.4,
* include any desirable metadata described in 4.7.5, and
* use unique identifiers for each topic, named section and sub-section.
	+ 1. Each CKS Primary Care Presentation Topic should include the following essential metadata elements:
* Topic title,
* Browse topic title,
* Section titles,
* Clinical Specialty/Specialties,
* Date published or date last revised, and
* Topic level description; a short (approx.150 characters) meta-description for each topic to support external search engine optimisation and search result presentation
	+ 1. Each CKS Primary Care Presentation Topic could include the following desirable metadata elements:
* Date of next planned topic review/update,
* CKS Primary Care Presentation Topic level subject metadata, described using a consistent subject vocabulary, such as SNOMED CT preferred terms,
* CKS Primary Care Presentation Topic level drug names using a consistent drug mechanism, ideally the DM+D VTM IDs (Dictionary of Medicines and Devices Virtual Therapeutic Moiety IDs), and
* Topic section description: a short (approx.150 characters) meta-description for each major topic section to support external search engine optimisation and search result presentation.
	+ 1. Links to external BNF references, for example BNF record <https://www.medicinescomplete.com/mc/bnf/current/>, on the CKS site hosted by NICE must be directed to NICE hosted BNF content versions where available. This might be done by NICE by processing the Contractor’s data feed to ensure all hyperlinks to BNF web pages point to NICE hosted BNF content.
		2. CKS Service content will be delivered to NICE using a delivery mechanism agreed with NICE, for example a RESTful web service, an API or delivery of content to GitHub.
		3. The Contractor must provide NICE with no less than 90 days’ notice before any change or amendment to the schema used to describe the data format can be brought into effect. The notice period will begin on receipt of the updated schema and of example content and metadata created using the updated schema. Any change to the schema should be applied consistently to all the content delivered to NICE.
		4. The Contractor shall provide metadata that can be used for Search Engine Optimisation to support the promotion of and increase the usage of the CKS service in all Search Engines.

Publication via NICE Digital Channels

* + 1. The CKS Service Primary Care Presentation Topic content (including metadata) will be published via the NICE website CKS microsite (<http://cks.nice.org.uk/>) for use within the UK, [British Overseas Territories](https://en.wikipedia.org/wiki/British_Overseas_Territories) and [Crown dependencies](https://en.wikipedia.org/wiki/Crown_dependencies) only. NICE will develop, manage, and host the NICE website CKS microsite.
		2. The Contractor may publish the CKS Service Primary Care Presentation Topics on their own website or via other digital channels including apps, but this website or these other digital channels should not be accessible within the UK, [British Overseas Territories](https://en.wikipedia.org/wiki/British_Overseas_Territories) and [Crown dependencies](https://en.wikipedia.org/wiki/Crown_dependencies). Where the content is made available by the contractor under license in the UK, [British Overseas Territories](https://en.wikipedia.org/wiki/British_Overseas_Territories) or [Crown dependencies](https://en.wikipedia.org/wiki/Crown_dependencies), this must be by written agreement with NICE.
		3. CKS Service Primary Care Presentation Topic content published on the NICE website CKS microsite will be indexed, made searchable and presented on a CKS microsite search page.
		4. NICE may also make CKS Primary Care Presentation Topics accessible via other NICE Digital Channels in the future to support Clinicians working and training in General Practice and first contact settings in making evidence-based decisions. This may include reference to the content to create new NICE intellectual property for commercial exploitation outside of the UK.

Advertising

* + 1. CKS Service content provided to NICE directly or published via a Contractor provided site or digital channel accessible in the UK must not contain, or be presented adjacent to, any advertising or promotional material unless specifically agreed in writing by NICE in advance.
1. Quality Assurance

Quality Assurance of Content Creation

* + 1. The Contractor shall have responsibility for demonstrating and assuring the quality of all content provided to NICE.
		2. The Contractor shall employ guidance development processes that are consistent with the subset of criteria set out in the guidance development process assessment form available within the tender pack.
		3. All bidders, whether currently accredited by NICE or not, shall submit a completed guidance development process assessment form indicating the extent to which their content development process meets each of the criterion shown in the assessment form, along with the details of existing protocols, processes and methods relevant to each criterion and examples of each criterion in use.
		4. The Contractor shall share its guidance development process documents, policy, guides, templates or protocols with NICE at any point in the contract when requested by NICE.

Quality Assurance of Content Delivery and Presentation

* + 1. The Contractor shall ensure that CKS service content and metadata delivered to NICE is well-formed, accurate and meets the definitions within the agreed schema by using effective quality assurance and continuous improvement processes.
		2. The Contractor will run validation tests on content and metadata before sending the content and metadata to NICE to ensure it is correctly structured and formed. NICE may run additional validation tests on the content and metadata received from the Contractor and will report any validation errors to the Contractor for remedy.
		3. The Contractor shall review all new and updated CKS Primary Care Presentation Topic content for accuracy on a beta version of the CKS microsite prior to the release of the content to the live CKS microsite.
		4. The Contractor shall rectify any errors reported by any validation tests, amend any inaccuracies found during the review of the beta site and re-submit revised CKS service content using the agreed deliver mechanism as required.

User feedback and Enquiry Handling

* + 1. The Contractor shall have processes in place to receive, evaluate, respond to and record user feedback and enquiries by email and telephone in a way that continuously improves and develops the CKS Service, amending content where necessary and ensuring that it accurately reflects NICE guidance where appropriate.
		2. NICE’s enquiries handling team will forward enquiries relating to the CKS service that cannot be resolved by NICE to the Contractor for resolution.
		3. The Contractor shall record the time taken to respond to enquiries and the outcome of all enquiries and shall provide NICE with a report of all enquiry handling in a format agreed with NICE.
1. Implementation

Implementation Plans and Milestones

* + 1. The Contractor shall do and provide all that is necessary to deliver the service implementation to go-live within the timescales for the service commencement date.
		2. The Contractor shall work with NICE to agree a final implementation plan relating to the implementation of the CKS service, within 3 weeks of the award of contract. The plan will detail key stages and milestones involved with the set-up, development and implementation of the CKS service. The Contractor shall work with NICE to agree acceptance criteria for all products and services required to fully implement the CKS Service.
		3. The Contractor shall describe the steps required to agree with NICE the data format, delivery mechanism, validation and testing of CKS topic content and metadata.
		4. The Contractor shall agree the CKS content data format with NICE and send schema and example versions of CKS content and metadata to NICE for CKS microsite development, test and revision purposes in good time. The Contractor shall send a finalized set of CKS content and metadata to NICE in good time for the service commencement date.
		5. The Contractor shall create a Standard Operating Procedure that describes the delivery of content and metadata to NICE and the quality assurance activities to be completed on the content by the Contractor and NICE for all future releases of updated or new topic content.
		6. The Contractor shall describe how all necessary service management arrangements will be established prior to the service commencement date.

Project Management

* + 1. The Contractor shall adhere to defined project management methodologies.
		2. The Contractor shall project manage the delivery of the products and services required to fully implement the CKS Service to the requirements and in accordance with the plan to which paragraph 6.2.3 refers.
		3. The Contractor shall provide and maintain project plans that identify as a minimum, the following:
* All dependencies on NICE and other parties in order to deliver to the project plan;
* Significant milestones and associated products, activities and dates and also a resource profile identifying how and when resources will be deployed over the lifecycle of the project;
* A description of each of the key products, assurance points and milestones within the plan;
* The quality assurance processes required to verify the integrity of the outcome of each task; and
* Any activities required to finalise any details of the plan through further iterations of the plan.
	+ 1. The Contractor shall participate and comply with any project reporting procedures and controls requested by NICE which may include:
* general administration;
* risk management;
* change control; and
* progress reporting.
1. Quality and Performance Requirements

Key Performance Indicators

* + 1. The Contractor shall do and provide all that is necessary to satisfy the Key Performance Indicators set out in Table 1 below.

Table 1: Key Performance Indicators to be included in the terms of contract

| Key Performance Indicator | Indicator | Threshold | Method of Measurement | Consequence of Breach |
| --- | --- | --- | --- | --- |
| KPI1 New Topic Development | Number of agreed new topics developed and delivered  | 0 | A count of the number of agreed new topics researched, developed and delivered to NICE for release to the CKS site against schedule during the reporting period. | Service Credits Applicable Failure: 5% of the quarterly service charge for each agreed new Topic not delivered unless good reason exists for the lack of delivery (for example delay to the publication of key guidance upon which the topic is based), in which case failure may be treated as an exception.Persistent Failure: Contract terms relating to termination for performance apply. |
| KPI2 Topic Update | Percentage of topics reviewed and updated to schedule.  | 90% | The number of topics reviewed, updated where necessary and delivered to NICE for release to the CKS site during the reporting period expressed as a percentage of the total number of topics that were scheduled to be reviewed and updated during the reporting period. | Service Credits Applicable Level 1 Failure: > or = 85% and <90% monitor, remedy and report only.Level 2 Failure: > or = 75% and <85% service credits are 2% of service charge.Level 3 Failure: <75%, 3% of service charge and contract terms relating to termination for performance apply.Persistent Failure: Contract terms relating to termination for performance apply. |
| KPI3 Topic Update (Urgent) | Changes of high significance, for example patient safety issues requiring an urgent update, completed within threshold time period. | Content delivered to NICE within three (3) working days of being informed by NICE or another party of the need for an urgent update. | The elapsed time between being informed of the need for each urgent update and the time the update is delivered to NICE for release to the CKS site during the reporting period. | Service Credits Applicable Level 1 Failure: 1 urgent update fails to meet the threshold, monitor, remedy and report only.Level 2 Failure: 2 urgent updates fail to meet the threshold, 2% of service charge.Level 3 Failure: more than 2 urgent updates failing to meet the threshold: 3% of service charges and contract terms relating to termination for performance apply.Persistent Failure: Contract terms relating to termination for performance apply. |
| KPI4 Quality of structured data delivered to NICE | Percentage of structured data for updated or new topics delivered to NICE that are well formed, correctly structure and meet the schema definition. | 90% of all structured data for updated or new topics delivered using the agreed mechanism is well formed, correctly structured and meets the schema definition. | The number of times structured date for updated and new topics is delivered to NICE that is well formed, correctly structured and meets the schema definition during the reporting period expressed as a percentage of the total number of times structured data for updated and new topics is delivered to NICE during the reporting period. | Service Credits Applicable Level 1 Failure: > or = 80% and <90% Monitor, remedy and report only.Level 2 Failure: > or = 70% and <80% service credits are 2% of service charge.Level 3 Failure: <70%, 3% of service charge and contract terms relating to termination for performance apply.Persistent Failure: Contract terms relating to termination for performance apply. |
| KPI5 Resolution of General Enquiries reported | Percentage of enquiries reported to the Contractor by users or NICE resolved within threshold time period. | At least 70% of reported enquiries are resolved within twenty (20) working days; the remaining enquiries are to be resolved within forty (40) days. | The number of enquiries resolved within twenty working (20) days during the reporting period expressed as a percentage of the total number of enquiries during the reporting period. | Service Credits Applicable:Level 1 Failure: > or = 65% and <70% Monitor, remedy and report only.Level 2 Failure: > or = 55% and <65% service credits are 2% of service charges.Level 3 Failure: < 55%, 3% of service charge and contract terms relating to termination for performance apply.Persistent Failure: Contract terms relating to termination for performance apply. |
| KPI6 Attendance at quarterly and annual service meetings  | Attendance at quarterly and annual service meetings and the provision of required information within threshold time period.  | 0 | A count of the Contractor’s attendance at all quarterly and annual service review meetings at which required information was provided by the Contractor. | Persistent Failure: Contract terms relating to termination for performance apply. |
| KPI7 Availability of the CKS structured data from Contractors System [where relevant to the delivery mechanism] | Percentage of time the CKS structured data is available to NICE. | 99.9% | The total time the structured data is available to NICE via the agreed delivery mechanism during the reporting period expressed as a percentage of the total time of the reporting period. | Service Credits Applicable:Level 1 Failure: < 99.9% but = or > 99.5% 2% of service charge.Level 2 Failure: < 99.5% but = or > 99.0% 3% of service charge.Level 3 Failure: < 99.0% but = or > 98.0% 4% of service charge.Level 4 Failure: < 98%, 5% of service charges and contract terms relating to termination for performance.Persistent Failure: Contract terms relating to termination for performance apply. |

* + 1. A Service Credit is a credit applicable to the quarterly service charge that results from the failure of the CKS Service to meet Key Performance Indicators. The credit being calculated as a percentage of the quarterly service charge.
		2. The Contractor agrees to pay Service credits to NICE in respect of any failure to achieve the Service Levels. Service credits will be calculated in accordance with the provisions of Table 1 and will be issued as a credit note to NICE in the next due invoice of the Contractor for the Services or, where no such invoice remains to be issued, shall be paid to NICE following the date of termination or expiry of the Contract.
		3. Service Credits shall be capped at 15% of quarterly service charges aggregated across all Key Performance Indicators.

Contract and Service Management

* + 1. The Contractor shall appoint a single, named point of contact with NICE for the purposes of contract and service management.
		2. The Contractor shall provide contract, financial and service management reports for each Key Performance Indicator sufficient to demonstrate the level of service performance against each indicator set out in Table1 above on a quarterly basis.
		3. The Contractor shall attend quarterly and annual review meetings at which all provided reports will be reviewed and discussed. The date, time and venue of review meeting will be agreed between NICE and the Contractor, both parties acting reasonably. NICE will take minutes of each meeting and use all reasonable endeavours to circulate the same within seven (7) days of the meeting.
		4. The Contractor shall provide a quarterly service report no later than ten (10) working days before each scheduled quarterly review meeting, to summarise its performance against the key performance indicators. The quarterly service report shall also include, but not be limited to:
* Details of changes to, or removal of, any CKS content;
* Details of general enquiries received and how resolved; and
* Future work planned
	+ 1. The Contractor shall also provide an annual service report no later than ten (10) working days before the scheduled annual review meeting.
		2. The Contractor shall participate and comply with all of the industry standard IT Service Management procedures and controls, including:
* Incident Management;
* Service Level Management;
* Change Management;
* Release and Deployment Management;
* Service Desk; and
* Service Reporting.

Activity Metrics

* + 1. NICE will share by email monthly activity, access and usage reports on CKS service content published via the CKS microsite by email.
		2. The Contractor will provide by email monthly activity, access and usage reports on CKS service content published via a Contractor provided site or digital channel that is accessible within the UK.