

National Framework Agreement for the provision of Data Validation Services

Project Reference: F/075/VAL/21/IB

SCHEDULE A

FRAMEWORK AGREEMENT SPECIFICATION

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1. Overview

- 1.1. A number of NHS organisations are currently migrating, or are expected to migrate from a legacy Patient Administration System (PAS) to modern Electronic Patient Record (EPR) systems.
- 1.2. Many legacy PAS are not Referral to Treatment (RTT) compliant and, therefore, RTT Pathways and associated Events for migration have to be manually manufactured from existing referrals and outcomes.
- 1.3. There may also be significant data quality issues with legacy data that will impact on the management and integrity of that data prior to implementation of a new EPR system.
- 1.4. NHS organisations may lack in-house expertise and/or capacity to undertake the necessary data cleansing exercises and may require expert assistance in undertaking a data validation exercise prior to the Client's planned migration of its legacy PAS to a modern EPR system.
- 1.5. The objective of this framework is to provide NHS Organisations ("the Clients") with expert assistance in undertaking data validation exercises prior to and following a Client's planned migration of its PAS to a modern EPR system. This includes the validation of incomplete pathways, incomplete waiting lists and duplicated pathways as well as understanding the data quality issues that could facilitate the RTT migration to the EPR system and the Client's Covid-19 restoration and recovery work. This will enable the NHS Organisations to:
 - provide assurance to the Board, CCGs and patients of the accuracy of the patient data held, and particularly how this is managed in relation to supporting RTT and other associated patient access standards,
 - improve the quality of patient data held within the EPR and support the optimal use of the EPR from implementation.
- 1.6. The Supplier will ensure that effective knowledge transfer takes place and will help the Client to develop an in-house central validation and booking team to achieve business as usual booking and reporting post the EPR implementation.

2. Mandatory Requirements

- 2.1. The Supplier must have proven expertise in cleansing and validating data that has been migrated from an NHS PAS to an NHS EPR system.
- 2.2. The Supplier must have proven expertise and knowledge of NHS rules on RTT and the interpretation of Trust Access Policies.
- 2.3. The Supplier must have robust, clearly defined and auditable quality assurance processes to ensure that testing and validation are carried out to the satisfaction of any NHS Organisation that chooses to contract with the Supplier for the services covered by this Framework.

- 2.4. The Supplier must hold Cyber Security Essentials Plus accreditation and maintain this accreditation throughout the term of the Framework Agreement and the period of all Contracts called off from the Framework Agreement.
- 2.5. The Supplier must be registered with the Information Commissioner's Office as a Data Processor and must maintain this registration throughout the life of the Framework Agreement and the period of all Contracts called off from the Framework Agreement.
- 2.6. The Supplier will be responsible for:
- Delivering the Services as described in this Outline Specification and any Contract Specification
 - Ensuring that all current and future quality and legislative standards applicable to delivery of the Services are met
 - Ensuring that all staff employed and sub-contracted by them in the delivery of the Services are competent to perform all duties that are required of their rôle, including ensuring that all professional registration conditions are met
 - Providing access to relevant training and Continuous Professional Development (CPD) for staff employed by them in the delivery of the Services
 - Ensuring that any sub-contractors provide access to relevant training and Continuous Professional Development (CPD) for staff employed by sub-contractors in the delivery of the Services
 - Providing Human Resources and Occupational Health services for staff employed by them in the delivery of the Services
 - Ensuring that any sub-contractors provide access to Human Resources and Occupational Health services for staff employed by sub-contractors in the delivery of the Services
- 2.5. The Supplier will take all reasonable care to engage or employ in and about the provision of the Services only such Staff as are carefully skilled and experienced in their several professions and callings.
- 2.6. All persons employed by or subcontracted by the Supplier who may come into contact with Patients during the course of their duties must hold a current enhanced Disclosure and Barring Service (DBS) certificate or Disclosure Scotland PVG certificate, as appropriate, valid for the work that is the subject of any Call Off Contract.
- 2.7. All DBS or PVG checks undertaken must have been completed to include all information pertaining to children and vulnerable adults and will cover induction, all mandatory training and occupational health checks
- 2.8. The Supplier must ensure that all NHS Organisation with whom they hold Contracts to deliver the Services are informed directly should convictions be received regarding them or their employees or subcontractors after the date of the DBS or PVG check. Appropriate action will be taken if necessary. The Framework Manager must

also be informed to allow relevant and permitted information to be passed to other NHS Organisations to promote safeguarding.

- 2.9. The Supplier must have robust, auditable management and corporate governance procedures including clear responsibilities for all staff and appropriate employment policies and procedures, insurances and indemnities and, where relevant, clear written agreements with sub-contractors which shall be maintained throughout the life of the Framework Agreement and during any Contract whose performance concludes outside the period of the Framework Agreement.
- 2.10. The Supplier will provide details of their policies and procedures for governance to any requesting NHS Organisations and will notify the NHS Organisations that have entered into a Contract for the Services of any changes in these.
- 2.11. The Supplier shall ensure that all Staff engaged to undertake any of the Services fulfil all statutory requirements of employment including but not limited to the right to work in the UK.
- 2.12. The Supplier shall be responsible for ensuring compliance with all relevant HM Revenue and Customs regulations regarding the correct accounting for and payment of tax and National Insurance by and for Staff engaged in the performance of the Services.
- 2.13. The Supplier will commit to notifying NHS Organisations to whom the Supplier is contracted to perform the Services of any Staff changes that could affect the delivery of the Services as soon as they become aware of this.
- 2.14. The Supplier must commit to comply with any NHS Organisation's policies and procedures appropriate to the performance of the Services, including but not restricted to information governance policies, security policies, infection control policies and risk management strategies. NHS Organisations will provide these to the Supplier as necessary or upon written request.
- 2.15. The Supplier must not through its actions or inactions jeopardise any NHS Organisation's compliance with the requirements of the NHS Data Security Protection Toolkit (or equivalent data security toolkits or equivalent in Scotland, Wales and Northern Ireland, where applicable), and with those of any future NHS data security standards as appropriate throughout the life of the Framework Agreement and during any Contract whose performance concludes outside the period of the Framework Agreement. The Supplier will use its best endeavours to ensure that the actions or inactions of the Supplier Staff or the staff of any subcontractor do not jeopardise the compliance referred to in this clause 2.15.
- 2.16. The Supplier must ensure that it retains all appropriate public liability, employer liability and professional indemnity insurance at all times throughout the life of the Framework Agreement and during any Contract(s) whose performance concludes outside the period of the Framework Agreement.
- 2.17. The Supplier shall produce to the Awarding Authority or to any NHS Organisation on request documentary evidence that the insurance required is properly maintained.

3. Organisation, qualification and experience of staff

- 3.1 The Supplier shall, and shall procure that any Supplier Personnel shall, provide the Services with due care, skill and ability.
- 3.2 The Supplier shall determine the time commitment required by Supplier Personnel to ensure the Services are provided in a timely, efficient and professional manner.
- 3.3 The Supplier shall determine where the Supplier Personnel undertake the Services depending on its view of the most effective method of carrying out the Services. Supplier Personnel may be required to attend an NHS Organisation's premises for meetings and to undertake aspects of the Services. The NHS Organisation shall allow the Supplier Personnel such access to its premises, staff and systems as is reasonably necessary for the proper provision of the Services.
- 3.4 The Supplier will work closely with NHS Organisations and integrate in an adaptive and responsive way with the NHS Organisation's Data, Information Governance, Clinical and other teams as appropriate and as indicated by an NHS Organisation.
- 3.5 The Supplier shall provide Supplier Personnel who have the relevant professional technical skills, competence and experience in order to deliver the Services to NHS Organisations. This may include, but not be restricted to:
 - Successful delivery of relevant Services (national and international), across either the public and/or private sector.
 - Working collaboratively with mixed assignment teams, which contain individuals from both the Supplier and the customer.
- 3.6 If applicable the Supplier shall ensure the co-ordination of all outputs provided by its supply chain in the delivery of the Services, and shall effectively manage all of the interface risks to provide a seamless service to NHS Organisations.
- 3.7 The Supplier shall where applicable provide details of its Supplier Personnel security procedures to customers and contact details of all Supplier Personnel who will be involved in the delivery of the Services, when requested by an NHS Organisation.
- 3.8 The Supplier will effectively communicate with and manage the supply chain to deliver the Services for and with NHS Organisations.
- 3.9 The Supplier will effectively performance manage any subcontractors (and their supply chains) in performing the Services.
- 3.10 The Supplier will effectively manage its costs and budgets to prevent cost over-runs in Contracts. No further funding will be made available if the Supplier fails to effectively manage its costs and budgets. For the avoidance of doubt, where cost over-runs are partly or wholly due to the actions or inactions of the contracting NHS Organisation, this element of the cost over-run will be funded by the NHS Organisation to the extent of its responsibility for such an over-run.
- 3.11 The Supplier will achieve value for money and continuous improvement in the performance of its Contracts which will be measured by Key Performance Indicators agreed with NHS Organisations.

4. Contract Management Approach

- 4.1 The delivery of the Services by the Supplier is expected to meet the operational requirements set out in a Call Off Contract Specification at all times. The Supplier shall nominate a named individual responsible for maintaining quality standards for each Call Off Contract awarded for the contract period.
- 4.2 The Supplier will work closely with NHS Organisations to produce a detailed plan for the Services which includes; outcomes, deliverables, interfaces and transfer points, project updates; including milestones, delivery blockers, individuals, barriers, dependencies, mitigations, risks and issues. The Supplier will provide its template services plan to any NHS Organisation on request and to the Framework Manager.
- 4.3 Contracts will be delivered in accordance with the detailed plan agreed with each NHS Organisation for each Contract called off from the Framework Agreement.
- 4.4 The Supplier will work closely with NHS Organisations to produce a detailed exit plan for the end of each Contract called off from the Framework Agreement. This will include a plan for managing any issues related to the application of TUPE legislation. The Supplier will provide its template exit plan to any NHS Organisation on request and to the Framework Manager.

5. Data testing and validation processes

- 5.1. It is expected that, as part of the process of migrating data to a modern EPR, the data from the legacy PAS will require certain cleansing tasks to improve the quality and integrity of data being migrated, especially when such data potentially violates system rules for import to the incoming EPR system. In addition to cleansing data, data validation may be required, to facilitate the migration to an EPR system.
- 5.2. Where required by an NHS Organisation in a Contract Specification, the Supplier will undertake an audit of records held within the NHS Organisation's legacy PAS to identify data quality issues which may hinder effective pathway and capacity management and / or impact the planned data migration. The Supplier will produce a report for the NHS Organisation, detailing the issues identified, the expected number of records affected by data quality issues and a proposed plan to address the identified data quality issues.
- 5.3. The data testing and validation processes will:
 - Test each pathway nominated by an NHS Organisation for correct application of the RTT rules
 - Ensure that the data migrated are corrected of critical errors or omissions with the Supplier applying appropriate correction to incorrect pathways, based on the NHS Organisation's policy
 - Ensure the Patient Tracking Lists and associated reporting are reflective of the patients waiting in the system, and enables effective clinical decision making at a patient level to support the delivery of timely treatment
- 5.4 The Supplier will also:
 - Identify recurrent themes in poor data quality/entry
 - Identify key individuals who consistently make errors when adding patients to the waiting lists and/or book appointments
 - Provide support to one off projects around data quality.

- 5.5. Pathways and Patient Tracking Lists to be validated will include but not be limited to:
 - incomplete pathways,
 - incomplete waiting lists
 - duplicated pathways
- 5.6. The Supplier shall develop a plan to coordinate the data testing and validation processes.
- 5.7. The plan will clearly show how the Supplier will prioritise records for cleansing, validation and subsequent migration in conjunction with the NHS Organisation, with due consideration given to key national targets relating to patient access standards.
- 5.8. The plan will set out a structured schedule for the data testing and validation processes, with detailed processes documented. These processes shall include but not be limited to a change control process, a reporting process and schedule, an escalation process and an audit process to ensure accuracy and provide assurance on quality.
- 5.9. The plan shall be approved by the NHS Organisation prior to commencement.
- 5.10. The Supplier shall proactively manage the plan to ensure that the data validation work is consistent and any dependencies coordinated.
- 5.11. The Supplier shall report regularly to the NHS Organisation, at a frequency to be decided by the NHS Organisation. Reports shall include but not be limited to the Supplier's performance, progress against schedule, any outstanding records, any delays with reasons for the delays, findings and recommendations where required.
- 5.12. The Supplier shall also provide regular updates on validations completed to provide intelligence to identify process and knowledge gaps and associated capacity issues for resolution.

6. Knowledge transfer

- 6.5. The Supplier shall create a central lessons learned log and knowledge share with key learnings included from each Call Off Contract. Clients shall be granted access to the lessons learned log and knowledge share free of charge.
- 6.6. The Supplier shall identify training requirements to improve ongoing data entry practices that have an impact on data quality and work with the NHS Organisation to define and deliver training on RTT compliant data capture processes.
- 6.7. The Supplier shall ensure that knowledge acquired during the Call Off Contract term is transferred to the Client, which allows for the Client to improve awareness of strategic approaches, upskill the Client's personnel and share market intelligence.
- 6.8. It will be the Client's right to further share the learnings to internal and external stakeholders.
- 6.9. The Supplier shall deliver mentoring and coaching as appropriate to the Client to ensure effective engagements.