

## DPS Schedule 5 (Order Form Template)

This Order Form is issued under the BIS DPS Agreement with the reference number Prj 3189 as part of a Call for Competition on 6<sup>th</sup> June 2019 for the provision of Pathology Standards Development.

<b>Buyer</b>	
Organisation	NHS Digital
Representative	<b>Redacted</b>
Tel	<b>Redacted</b>
Email	<b>Redacted</b>
<b>Agent (if applicable)</b>	
Organisation	NHS Digital
Representative	<b>Redacted</b>
Tel	<b>Redacted</b>
Email	<b>Redacted</b>
<b>Supplier</b>	
Organisation	Termlex Inc Ltd
Representative	<b>Redacted</b>
Tel	<b>Redacted</b>
Email	<b>Redacted</b>

<b>Title of Work</b>	National Pathology Standard (SNOMED CT) Development
<b>Call-Off Reference</b>	
<b>Proposed Start Date</b>	5 <sup>th</sup> August 2019

<b>Summary</b>						
<b>Scale of Standard (select as applicable)</b>	New	<input checked="" type="checkbox"/>	Major Revision	<input type="checkbox"/>	Minor Revision	<input type="checkbox"/>
<b>Type of Standard (select as applicable)</b>						
<b>Professional</b>	Direct Care	<input type="checkbox"/>	Indirect Care	<input type="checkbox"/>		
<b>Semantic</b>	Representation	<input type="checkbox"/>	Transformation	<input type="checkbox"/>	Modelling	<input type="checkbox"/>
<b>Technical</b>	Architecture	<input type="checkbox"/>	Interface	<input checked="" type="checkbox"/>	Protocol	<input type="checkbox"/>
<b>Scope of Services (select one or more)</b>						
Governance	<input type="checkbox"/>	Development	<input checked="" type="checkbox"/>	Assurance	<input type="checkbox"/>	Endorsement
Publication	<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Implementation	<input type="checkbox"/>	Evaluation

# Part A – Buyer Requirements

## A1 - Objective

Establish iterative terminology content development and release capability within NHS Digital to deliver '000's of National Pathology Standard Tests as human-readable (Unified Test List) and machine-readable (SNOMED CT) versions including Reference Sets, to be incorporated in the 1 April 2020 SNOMED CT UK Edition Release.

The capability delivered under this Order will need to be extensible by the NHS Digital team in future years to meet the following objectives of:

- Achieving the vision for NHS Clinical Information Standards  
<https://digital.nhs.uk/about-nhs-digital/our-work/nhs-digital-data-and-technology-standards/clinical-information-standards#the-vision-for-nhs-clinical-information-standards>
- Approval as an Information Standard <https://digital.nhs.uk/data-and-information/information-standards>
- Replacing the National Library Medicine Catalogue  
<https://isd.digital.nhs.uk/trud3/user/guest/group/0/pack/38/subpack/77/releases>
- Replacing the Pathology Bounded Code List  
<https://isd.digital.nhs.uk/trud3/user/guest/group/0/pack/38/subpack/23/releases>

## A2 – Background

NHS Digital, Information Representation Services (IReS) are defining National Information Standards that form the basis of enabling the sharing of pathology test requests and results across the NHS <https://hscic.kahootz.com/connect.ti/PathologyandDiagnostics/grouphome>

With GP systems migrating to SNOMED CT and both Read V2 and CTV3 having entered 'no updates' state as of April 2018, there is an urgent need to look at a SNOMED CT based replacement for the Pathology Bounded Code List.

Utilising NHS Trust Pathology Test Lists, focussing initially on blood sciences content, IReS have released an Alpha Version of the Unified Test List (UTL)

<https://hscic.kahootz.com/connect.ti/PathologyandDiagnostics/view?objectID=13047024> and authored associated terms for the 1 June 2019, SNOMED CT UK Edition Release via the Snow Owl® Collaborative Authoring Platform and Terminology Server <http://b2i.sg/nhs-digital-licenses-snow-owl-collaborative-authoring-platform-terminology-server/> .

We need to rapidly increase the capability and capacity of the iterative production and release of these Pathology tests to meet our stakeholder needs before the 1 April 2020 SNOMED CT UK Edition Release and are therefore seeking organisations to work as part of the NHS Digital, IReS Pathology and SNOMED CT authoring teams who can:

- Process multiple lists of Pathology tests to identify nationally valid tests names across Pathology specialisms
- Validate these outputs against the UTL and SNOMED CT Editions to identify unique additional content
- Utilise open source code/standards and common platforms including Snow Owl® to produce and release human and machine-readable versions of Pathology Tests

## A3 – Target Plan

The following timescales are for the purposes of setting the overall goals with respect to the timing of the work. The details for the iterative development or assurance activity will fall out of the ongoing management process.

Ref	Buyer Needs Descriptions	Target Date
M1	Introduce and test Supplier proposals from the Offer in Section B to add and incrementally release a human-readable version of the UTL and incorporate >1000 additional new Pathology Tests in the SNOMED CT UK Edition (drawn from the UTL)	<b>Incorporated in the 1 October 2019 Release</b>
M2	Report of suggested recommendations and improvements to the Capability which can be adopted before the end of March 2020 incorporating: <ul style="list-style-type: none"> <li>• Lessons Learned from UTL Agile Release and Test of Order proposals (M1 above)</li> <li>• Worldwide Gap Analysis versus demonstrable best practice</li> <li>• Evaluated Options (including any costs) for NHS Digital adoption of best practice to improve Capability and Capacity e.g. Templates</li> <li>• Proposals for any additional:               <ul style="list-style-type: none"> <li>- Terminology Authoring Editorial Principles &amp;/or Guidance required</li> <li>- Governance Requirements</li> <li>- Training, implementation support and formal handover to NHS Digital, Services</li> </ul> </li> </ul>	<b>For Agreement before October 2019 authoring cycle Commencement</b>
M3	<ul style="list-style-type: none"> <li>• Introduce and test agreed improvements from the Report (M2) and</li> <li>• Embed/implement in the NHS Digital business as usual Services to achieve additions and incremental releases of a human-readable version of the UTL and incorporation &gt;5000 additional new Pathology Tests in the SNOMED CT UK Edition (drawn from the UTL) and</li> <li>• Enable subsequent additions and releases of the UTL and SNOMED CT UK Edition with improved Capability and Capacity</li> </ul>	<b>Incorporated in the 1 April 2020 Release</b>

## A4 - Target Settings

The following table identifies the target health and social care settings relevant to this work and its potential impact on these settings. Please select all settings that apply.

Ref	Service	Target	Potential Impact (see definitions)	Ref to Note
S01	Primary Care - General Practice	Yes	Mod	
S02	Primary Care - Dentistry	No	N/A	
S03	Primary Care - Pharmacy	No	N/A	
S04	Primary Care - Optometry	No	N/A	
S05	Primary Care - Out of Hours	No	N/A	
S06	Other Primary Care setting - Pathology	Yes	Sig	
S11	Secondary Care - Ambulance	No	N/A	
S12	Secondary Care - Emergency	No	N/A	
S13	Secondary Care - General/Acute	Yes	Mod	
S14	Secondary Care - Maternity	No	N/A	
S15	Secondary Care - Mental Health	No	N/A	
S16	Other Secondary Care setting – Pathology	Yes	Sig	
S21	Community Care - Child Health	No	N/A	
S22	Community Care - End of Life	No	N/A	
S23	Community Care - Mental Health	No	N/A	
S24	Community Care - Rehabilitation / Aids & Adaptations	No	N/A	
S25	Community Care - Treatment / Therapies	No	N/A	
S26	Other Community Care setting ( <i>please identify</i> )	No	N/A	
S31	Public Health - Health Promotion	No	N/A	
S32	Public Health - Immunisation & Vaccination	Yes	Mod	
S33	Public Health - Infection Prevention/Control	No	N/A	
S34	Public Health - Screening	Yes	Mod	
S35	Other Public Health setting - Pathology	Yes	Sig	
S41	Social Care - Advocacy services ( <i>identify as Adult / Child / Both</i> )	No	N/A	
S42	Social Care - Disabilities services ( <i>identify as Adult / Child / Both</i> )	No	N/A	
S43	Social Care - Domiciliary care ( <i>identify as Adult / Child / Both</i> )	No	N/A	
S44	Social Care - Needs assessments ( <i>identify as Adult / Child / Both</i> )	No	N/A	

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<b>Ref</b>	<b>Service</b>	<b>Target</b>	<b>Potential Impact (see definitions)</b>	<b>Ref to Note</b>
S45	Social Care - Residential care ( <i>identify as Adult / Child / Both</i> )	No	N/A	
S46	Social Care - Safeguarding ( <i>identify as Adult / Child / Both</i> )	No	N/A	
S47	Other Social Care setting ( <i>please identify</i> )	No	N/A	
S51	Genomics	Yes	Sig	

<b>Impact Definitions</b>	
Min	The revised or newly created information standard could have a minimal but identifiable impact upon the current provision of care services within this setting
Mod	The revised or newly created information standard could have a tangible and measurable impact upon the current provision of care services within this setting
Sig	The revised or newly created information standard could have a substantial and disruptive impact upon the current provision of care services within this setting

## A5 - Target Stakeholders

The following table summarises the target stakeholder groups for the work and the extent of engagement required of them. Please select all audiences that apply.

Ref	Audience	Target	Extent of Engagement (see definitions)	Ref to Note
A01	Patients, service users and citizens	No	N/A	
A02	Registered health and social care professionals	Yes	Pop	
A03	Regulated health and social care professional bodies	No	N/A	
A04	Health and social care provider organisations	Yes	Org	
A05	Voluntary/third sector organisations	No	N/A	
A06	Dept of Health & Social Care and its Arm's Length Bodies	No	N/A	
A07	Central government ( <i>its Depts and Parliament</i> )	No	N/A	
A08	Devolved governments ( <i>their Depts and Parliaments</i> )	No	N/A	
A09	Local Government	No	N/A	
A10	International organisations / bodies representing other nations	Yes	Ind	
A11	Academia	No	N/A	
A21	Other Audience ( <i>please identify</i> )	No	N/A	

Engagement Definitions	
Ind	The revision or creation of the information standard will require direct engagement with one or more of the following: key individuals representative of the selected stakeholder group(s)
Org	The revision or creation of the information standard will require direct engagement with one or more of the following: key individuals representative of the selected stakeholder group(s) and/or organisations representative of the selected stakeholder group(s).
Pop	The revision or creation of the information standard will require direct engagement with one or more of the following: key individuals representative of the selected stakeholder group(s) and/or organisations representative of the selected stakeholder group(s) and/or large user communities representative of the selected stakeholder group(s).

## A6 - Target Deliverables

The following table lists the various deliverables which could be required from this work and the relative complexity of each. Please select all deliverables that apply.

Ref	Deliverable	Target	Degree of Complexity (see definitions)	Ref to Note
D11	Development Plan (inc methodology)	Yes	Rep	
D12	Research Proposal	No	N/A	
D13	Research Outcomes	Yes	Sec	
D14	Evaluation of Supporting Technologies/Standards	Yes	Sec	
D21	Assessment of Need	No	N/A	
D22	Assessment of Burden	No	N/A	
D23	Assessment of Risks	No	N/A	
D24	Assessment of Benefits	No	N/A	
D25	Assessment of Training Support	No	N/A	
D26	Assessment of Investment Options (inc Value for Money)	Yes	Sec	
D27	Clinical Hazard Log	No	N/A	
D28	Data Privacy Impact Assessment	No	N/A	
D29	User Research Log	Yes	App	
D30	Draft Design Specification	No	N/A	
D31	User Guidance	No	N/A	
D32	Other Developer deliverable (please identify)	No	N/A	
D41	Assurance Plan (inc methodology)	No	N/A	
D42	Clinical Safety Assessment	No	N/A	
D43	Information Governance Assessment	No	N/A	
D44	Updated User Guidance	Yes	Sec	
D45	Correspondence Log	No	N/A	
D46	Final Design Specification	Yes	Sec	
D47	Other Assurer deliverable (please identify)	No	N/A	
D51	Endorsement	No	Let	
D52	Other Endorser deliverable (please identify)	No	N/A	
D61	Pre-publication Assessment	No	N/A	
D62	Post Publication Assessment (including user feedback)	No	N/A	
D63	Other Publisher deliverable (please identify)	No	N/A	
D71	Promotion Plan (including methodology)	No	N/A	
D72	Promotion Outcomes (including correspondence log)	No	N/A	
D73	Other Promoter deliverable (please identify)	No	N/A	
D81	Implementation Plan (including methodology)	Yes	Sec	
D82	Implementation Outcomes (including user feedback)	No	N/A	
D83	Other Implementor deliverable (please identify)	No	N/A	
D91	Evaluation Plan (including methodology)	No	N/A	
D92	Evaluation Outcomes (including consultation log)	Yes	Sec / App	

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Ref	Deliverable	Target	Degree of Complexity (see definitions)	Ref to Note
D93	Other Evaluator deliverable (please identify)	No	N/A	

Complexity Definitions	
Sec	The deliverable will be made up of one or more defined document sections (including references, glossary and bibliography elements) contributing to the body of a Buyer report
App	The deliverable will be made up of one or more defined document appendices (including references, glossary and bibliography elements), and potentially document sections, contributing to the body of a Buyer report
Rep	The deliverable will be a full report including all references, glossary, bibliography, appendices, version control and document management
Let	The deliverable will be a letter to the Buyer of the formal endorsement of the information standard by a body of responsible professional opinion or other recognised representative stakeholder organisation

## A7 - Roles

The table summarises which high level role each party (Buyer, or Supplier including any work sub-contracted via the Supplier) will hold. It uses a slightly extended version of the standard RACI terminology as follows:

- (R)esponsible - the primary party responsible for delivery (only one per role). A lower case (r) can be used to indicate if another party has partial responsibility (under the management of the primary responsible party)
- (A)ccountable - the party who is accountable for the role (only one per role) who has the ultimate decision-making ability about the role
- (C)onsulted - any party who must be routinely consulted with regard matters relating to the role (with evidence that this is the case)
- (I)nformed - if a party should be informed

Role	Buyer	Agent	Supplier	Ref to Note
<b>Custodian</b>	A			
<b>Developer</b>	CI		AR	
<b>Assurer</b>	AR			
<b>Endorser</b>				
<b>Publisher</b>	AR		CI	
<b>Promoter</b>	AR		CI	
<b>Implementor</b>	CI		AR	
<b>Evaluator</b>				

## A8 - Management

### A8.1 - Control

Unless agreed as otherwise between the Buyer and the Supplier, the frequency of progress meetings will be:

Every month

The purpose of the progress meeting is to:

- Understand progress to date and capture actual time taken to complete identified tasks (backlog items) for the purposes of continuously improving forward estimates
- Review the outstanding tasks (backlog item list) re-prioritising them, or evolving them - ideally into sprint sized activities - as progress is made through the backlog item list, and amending, deleting or supplementing them as necessary (recording any changes to scope and any material impact on the Charges and/or timescales)
- Planning for the next sprint accordingly, ensuring that criteria for marking agreed tasks as “done” are agreed in enough detail; and, if necessary bringing the work to closure

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- In the event of deciding to bring the work to closure, the Supplier acknowledges its obligations to bring the work to a mutually satisfactory conclusion (see termination) as part of final (sprint) planning

Unless otherwise agreed between the Buyer and the Supplier the Sprint duration will be the same duration as the frequency of progress meetings set out above.

### A8.2 - Termination

Standard

### A8.3 - Charging

Charging Method	Charging Method Selected
Fixed Price	Y
Incremental Fixed Price	N
Time and Materials	N

### A8.4 - Special Requirements

None

## Part B - Offer

The individual paragraphs enclosed in square brackets [] are intended to provide guidance for the Supplier as well as a reminder of the key principles which apply to the work. It is intended that this text be replaced by the Supplier's response which forms their offer.

### B1 - Qualification

Redacted

### B2 - Approach

Redacted

### B3 - Price

Redacted

### B4 - Product Backlog

Redacted

### B5 – Assumptions

Redacted

### B6 - Sprints

Redacted

### B7 – Completion Criteria

Redacted

### B8 – Key Supplier Staff

Redacted

### B9 - Sub-contracting

Redacted

# Part C – Contract Details

## CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Schedules.
2. The following Schedules:

Joint Schedule 1 (Definitions and Interpretation) <b>[Must be included]</b>	<input checked="" type="checkbox"/>	Joint Schedule 5 (Corporate Social Responsibility) <b>[Must be included]</b>	<input checked="" type="checkbox"/>
Joint Schedule 2 (Variation Form) <b>[Must be included]</b>	<input checked="" type="checkbox"/>	Joint Schedule 6 (Subcontractors)	<input type="checkbox"/>
Joint Schedule 3 (Insurance Requirements) <b>[Must be included]</b>	<input checked="" type="checkbox"/>	Joint Schedule 7 (Rectification Plan) <b>[Must be included]</b>	<input checked="" type="checkbox"/>
Joint Schedule 4 (Commercially Sensitive Information)	<input type="checkbox"/>	Joint Schedule 8 (Processing Data) <b>[Optional]</b>	<input type="checkbox"/>
Call-Off Schedule 1 (Transparency Reports)	<input type="checkbox"/>	Call-Off Schedule 5 (Key Supplier Staff)	<input type="checkbox"/>
Call-Off Schedule 2 (Staff Transfer)	<input type="checkbox"/>	Call-Off Schedule 6 (Security)	<input type="checkbox"/>
Call-Off Schedule 3 (Task Record) <b>[Must be included]</b>	<input checked="" type="checkbox"/>	Call-Off Schedule 7 (Implementation Plan)	<input type="checkbox"/>
Call-Off Schedule 4 (Additional Call-Off Pricing Details)	<input type="checkbox"/>	Call-Off Schedule 8 (Call-Off Management) <b>[Must be included]</b>	<input checked="" type="checkbox"/>

### 3. BIS DPS Core Terms

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of or added to this Order Form, or presented at the time of delivery.

## CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

**None**

Special Term 1	
Special Term 2	
Special Term 3	

## CALL-OFF TERM

Call-Off Start Date	5 <sup>th</sup> August 2019
Call-Off Expiry Date	31 <sup>st</sup> March 2020

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**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

**INVOICING**

The Supplier shall invoice the Buyer for all Tasks that were planned and completed as part of any given sprint at the end of each sprint and such invoices shall be payable in accordance with the Core Terms. Each invoice rendered shall include the Charges for the Tasks that have been agreed as completed in each sprint.

**ADDITIONAL CALL-OFF CHARGES**

See details in Call-Off Schedule 4 (Additional Call-Off Pricing Details)

**ADDITIONAL COMMERCIALY SENSITIVE INFORMATION**

In addition to those set out in Joint Schedule 4 (Commercially Sensitive Information), the Supplier should set out here any further information which it considers to be Commercially Sensitive Information.

No.	Date	Item(s)	Duration of Confidentiality
1	[insert date]	[insert]	[insert duration]
2	[insert date]	[insert]	[insert duration]

**DATA PROCESSING**

This table should be completed where Joint Schedule 8 (Processing Data) is to be used in the Call-Off Contract to which this Order Form applies.

If it is determined that the Supplier is acting as a Controller as well as, or instead of, acting as a Processor, then the Parties shall use their best endeavours to agree additional provisions with regard to any Processing.

Call-Off Contract	Building Information Standards
<b>Date:</b>	N/A
<b>Jurisdiction of processing:</b>	
<b>Description of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor:	
Subject matter of the processing	

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Duration of the processing	
Nature and purposes of the processing	
Type of Personal data	
Categories of Data Subject	
Plan for return of the data once the Processing is complete unless requirement under union or member state law to preserve that type of data	
Data Protection Officer	

**ADDITIONAL INSURANCES**

**N/A**

**PAYMENT METHOD**

Where HSCIC is the Buyer, P2P payment only via invoice to:

HSCIC,  
T56 Payables A125,  
Phoenix House,  
Topcliffe Lane,  
Wakefield,  
WF3 1WE

Where HSCIC is not the Buyer, insert below:

## Part D - Approval

<b>Buyer Approval</b>		
Authorised Representative	Print Name	<b>Redacted</b>
	Signature	<b>Redacted</b>
	Date	2 <sup>nd</sup> August 2019

<b>Supplier Approval</b>		
Authorised Representative	Print Name	<b>Redacted</b>
	Signature	<b>Redacted</b>
	Date	5 <sup>th</sup> August 2019