

Service Level Agreement (Order Form)

Framework details

Title: Medicines Management Prescribing Decision Support Systems 2
 Reference: SBS/19/AB/WAS/9389
 Contract Duration: 1st October 2019 to 31 March 2024
 Max End Date: 31 March 2024
 NHS SBS Contacts: Amanda Bailey 0161 212 2420 amanda.bailey12@nhs.net

Order Form details

This Order Form is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement.

Period of the Agreement	Effective Date	1 st March 2024	Expiry Date	28 th February 2027
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Date of order	[] 1 st March 2024	Order Number	[] To be quoted on all correspondence relating to this Order
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FROM

Customer	NHS LINCOLNSHIRE ICB "Customer"
Customer's Address	Bridge House, The Point, Lions Way, Sleaford, NG34 8GG, United Kingdom
Invoice Address	Bridge House, The Point, Lions Way, Sleaford, NG34 8GG, United Kingdom
Contact Ref:	Name: [] Address: Bridge House, The Point, Lions Way, Sleaford, NG34 8GG, United Kingdom Phone: [] e-mail: [] Fax: []

TO

Supplier	"First Databank UK Ltd "Supplier"
Supplier's Address	Stratus House, Emperor Way, Exeter, EX1 3QS
Account Manager	[REDACTED]

GUARANTEE

Guarantee to be provided	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company	<input type="checkbox"/>]	"Guarantor"
Parent Company address	<input type="checkbox"/>]	
Account Manager	Name: Address: Phone: <input type="checkbox"/>] e-mail: <input type="checkbox"/>] Fax: <input type="checkbox"/>]	

1. TERM

(1.1) Commencement Date

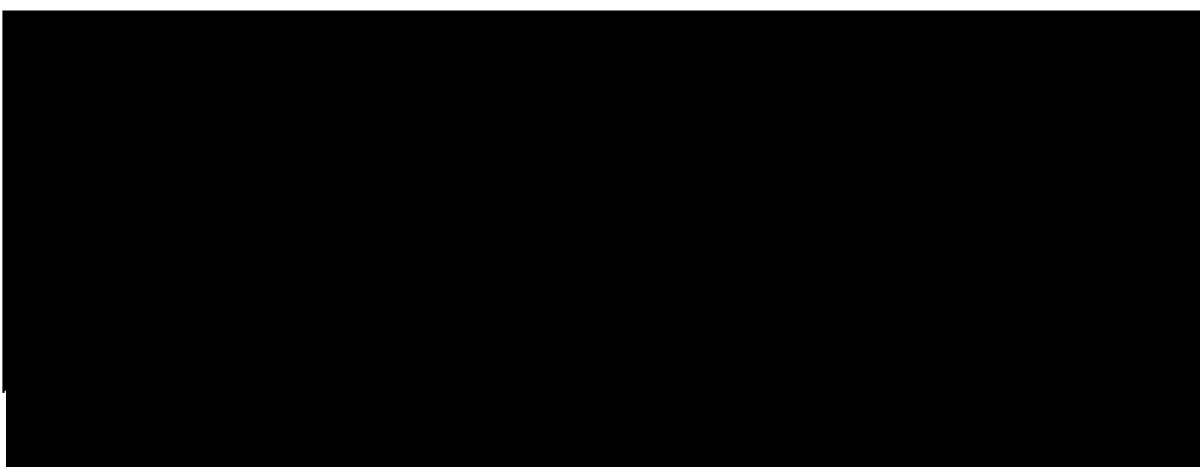
1st March 2024

(1.2) Expiry Date

The Contract shall expire on the date which is 36 Months after the Commencement Date with the option to extend for a further 24 month period.

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Goods and/or Services



Optional Services

Collection and ☐
recycling

Paper catalogue ☐

Secure Collection ☐

[Guidance: Include a description of the core Services which are applicable to the Customer together with any specific Service requirements.]

(2.2) Premises

Supplier shall provide the Services to the Customer, and in particular to the End Users identified in Schedule 7A(iii).

[Guidance: Insert details of any Premises where the Goods and/or Services are to be provided. It is not mandatory to include details. If none then insert "n/a".]

(2.3) Lease/ Licenses

Licence terms are contained within the Call Off Terms and Conditions.

(2.4) Standards

Supplier's solutions are based on a commitment to international quality accreditation methodologies,

[REDACTED] FDB operates a comprehensive Quality Management System ("QMS") accredited to [REDACTED] regular basis. Adherence to Supplier's QMS ensu [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] - [REDACTED]

[REDACTED]



(2.5) Security Requirements

Security Policy

[☐]

Additional Security Requirements

[☐]

[Guidance: Include any information regarding Security Requirements that are appropriate to the Customer or the location where the Services are being provided. Consider if there are any other specific security requirements relating to the Customer and include details.]

Processing personal data under or in connection with this contract

YES

(2.6) Exit Plan (where required)

NO

(2.7) Environmental Plan

NO

3. SUPPLIER SOLUTION

(3.1) Supplier Solution

OptimiseRx

[Guidance: If there are particular aspects of the Goods and/or Services that have been offered by the Supplier that you wish to record in the contract then these should be set out here.]

(3.2) Account structure including Key Personnel

[REDACTED] - [REDACTED] - [REDACTED]
[REDACTED] - [REDACTED] - [REDACTED]
[REDACTED]
[REDACTED] - [REDACTED]

(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods

NOT APPLICABLE

(3.4) Outline Security Management Plan

As set out below:

N/A

[Guidance: As part of the ordering process, Customers should require the Supplier to provide an outline

plan and policy and include this in the Order Form in this paragraph 3.4.]

(3.5) Relevant Convictions

N/A

A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided [**Guidance: You may wish to specify a particular conviction(s) e.g. involving dishonesty, violence, sexual offence**]

(3.6) Implementation Plan

As agreed between the parties as part of the Call off Terms and Conditions (if any).

4. PERFORMANCE QUALITY

(4.1) Key Performance Indicators

[☐]

[Guidance: Insert details of any specific KPI's applicable to the Supplier here.]

(4.2) Service Levels and Service Credits

When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:

Priority	Response time	Resolution time	Examples
1	1 hour	As agreed	Unavailability of the system, or a major function of the system, causing significant business impact; correction of clinically important errors in the switch suggestion/message profile (e.g. by switching off the suggestion/message in question)
2	2 hours	As agreed	Unavailability of the system, or a major function of the system, causing limited business impact
3	4 hours	As agreed	Problems causing inconvenience, minor disruption or restricting performance
4	8 hours	As agreed	Requests to add a new switch suggestion or new message to the Contracting Authority's profile
5	8 hours	As agreed	Non-urgent problems causing slight irritation where work-rounds are available; general enquiries for information

If the level of performance of the Supplier during the Contract Period:

- (i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or
- (ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.

5. PRICE AND PAYMENT

(5.2) Invoicing and Payment

The Supplier shall issue invoices annually in advance. The Customer shall pay the Supplier within [thirty (30) days] of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

[Guidance: Also include any specific arrangements relating to method of payment.]

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

[☐]

[Guidance: Include any additional requirements required by the Customer above. Examples could include:

- Any reference to the Participating Authority's requirements set out in any documents relating to a mini-competition and the Supplier's proposal
- Whether the time for delivery of the Goods should be of the essence
- Further provisions relating to financial distress of a supplier such as enhanced reporting / meetings, payment of charges into escrow to ensure payments are made to sub contractors and creation of a financial distress plan
- Details of any particular obligations that the Customer has agreed to and provisions dealing with the control the consequences of any failure to meet such obligations such as, for example, payment deductions for failure to meet an agreed service level
- Provisions relating to TUPE. The application of TUPE should be considered in every case and, if circumstances indicate that a TUPE transfer would be triggered, appropriate wording should be inserted.]

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and/or Services and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	31/03/2024

For and on behalf of the Customer:

Name and Title	
Signature	
Date	28 March 2024