

Data and Analytics Operating Model across new NHS England							
Order Reference Number	C104138						
Date of Order Form	18/01/2023						
Parties and Key Persons							
Authority	NHS England						
Suppliers	McKinsey & Company, Inc. United Kingdom The Post Building 100 Museum Street London WC1A 1PB						
Principal Supplier(s)	As above						
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles ("Key Personnel")	[REDACTED]						
Contract Managers	<table border="1"> <tr> <td>Authority's Contract Manager</td> <td>[REDACTED]</td> </tr> <tr> <td>Supplier's Contract Manager(s)</td> <td>[REDACTED]</td> </tr> </table>			Authority's Contract Manager	[REDACTED]	Supplier's Contract Manager(s)	[REDACTED]
Authority's Contract Manager	[REDACTED]						
Supplier's Contract Manager(s)	[REDACTED]						
Lead Contract Manager (if applicable)	<table border="1"> <tr> <td>Authority's Lead Contract Manager</td> <td>As above</td> </tr> <tr> <td>Supplier's Lead Contract Manager</td> <td>As above.</td> </tr> </table>			Authority's Lead Contract Manager	As above	Supplier's Lead Contract Manager	As above.
Authority's Lead Contract Manager	As above						
Supplier's Lead Contract Manager	As above.						
Person(s) to receive notices under the Contract	<table border="1"> <tr> <td>Authority's nominated person and contact details for service of notices</td> <td> Name: [REDACTED] Postal Address: Wellington House 133-155 Waterloo Road London SE1 8UG </td> </tr> </table>			Authority's nominated person and contact details for service of notices	Name: [REDACTED] Postal Address: Wellington House 133-155 Waterloo Road London SE1 8UG		
Authority's nominated person and contact details for service of notices	Name: [REDACTED] Postal Address: Wellington House 133-155 Waterloo Road London SE1 8UG						

			Email Address: [REDACTED]	
		Supplier's nominated person and contact details for service of notices	[REDACTED] The Post Building 100 Museum Street London WC1A 1PB [REDACTED]	
Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date	Not Applicable.			
General				
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	The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:			

	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	Contract Meetings frequency: weekly.	

	The Authority will minute each meeting in accordance with Clause 11 of Schedule 2 of the Call-Off Terms and Conditions.
Fast-track Change values	N/A
Contract Term and Termination Provisions	
Term of the Contract	Until 31/03/2023
Extension of Term	The Authority has the right to extend the Contract term on one or more occasions, on at least 1 months' notice, up to a maximum 18 Months extension in aggregate. (see Clause 21.2 of Schedule 2 of the Call-Off Terms and Conditions)
Unilateral Authority right of termination notice period	1 month.
Maximum Payments following Unilateral Authority right to terminate	N/A
Maximum Permitted Profit Margin	N/A
Variation to Termination Sum calculation	N/A
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.

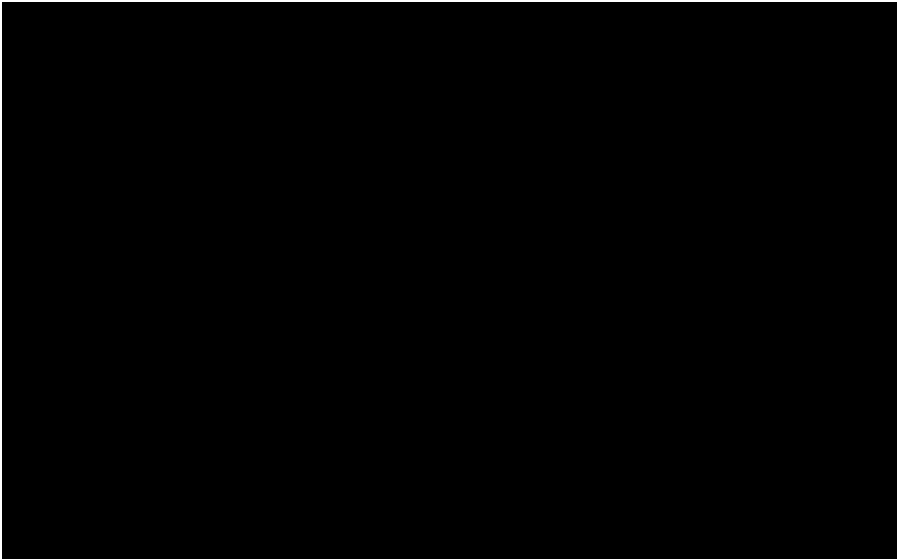
	(See Clauses 20.8 and 20.9 of [REDACTED] [REDACTED] of the Call-Off Terms and Conditions, respectively)
Contract Deliverables	
Deliverables	<p>The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (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> <p>The Supplier cannot and will not give medical, regulatory, accounting, public health, policy, legal, tax, accounting or other regulated advice. The Authority must consider this context and secure appropriate advice prior to it making any decisions in connection with the Deliverables and Services. The Authority remains solely responsible for its decisions, actions and use of Deliverables and Services and its compliance with applicable laws, rules and regulations.</p> <p>For the avoidance of doubt the parties confirm that any areas related to Federated Data Platform (FDP) approach or any upcoming procurements are out of scope of this Contract and the Supplier will not have access to any information on how the FDP is being procured that is not available to all potential suppliers.</p>
Priority Deliverable	N/A
Deliverables Commencement Date	N/A
Services Commencement Date	10 December 2022
Goods Commencement Date	N/A
Long Stop Date	N/A

Implementation Plan	N/A
Quality Plans	N/A
Information Security Management Plan	N/A
Insurance	N/A
Supplier Specific Standards	N/A
Premises and Property	
Premises and Location(s) for the Delivery of the Deliverables	Wellington House 133-155 Waterloo Road London SE1 8UG
Property Licence(s) and/or Lease(s) granted to the Suppliers	N/A
Information Governance	
Information Governance Provisions (Schedule 5)	The default position under the Call-Off Terms and Conditions is that the Authority shall act as a Controller and the Supplier shall act as a Processor.
Processing of Personal Data	The Authority and the Supplier agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data (for processing purposes) from the Authority in relation to this Call-Off Contract. The Authority will inform the Supplier explicitly and seek its prior written consent if it wishes to supply any Personal Data to the Supplier and in which case the parties will agree suitable Personal Data protection clauses to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Call-Off Contract.
Intellectual Property Rights and Licencing	

Intellectual Property	Please see Clause 14 of Schedule 2 of these Call-Off Terms and Conditions.
Local Health and Care Record Exemplar (LHCRE) Specific IPR	N/A
Supplier Owned Foreground IPR	N/A
Standard Licence Terms	N/A
Supplier Software and Third Party Software	N/A
Contract Price and Payment	
Contract Price	<p>The total Contract charges are on a fixed price basis (inclusive of all expenses) [REDACTED]</p> <p>The price(s) to be paid by the Authority to the Suppliers for the provision of the Services, as set out in the Call-Off ITT Response and reproduced at Annex 3.</p> <p>This Contract, and the work carried out in relation to it, shall be deemed a Tier 1 contract (following the Crown Commercial Service's Information Note 05/16 on "Open Book Contract Management" and the accompanying OBCM guidance).</p> <p>For the avoidance of doubt, the Supplier will not keep accurate records of time spent per consultant grade and will not make them available for inspection or invoicing purposes.</p>
Financial Model	The Suppliers' Financial Model submitted if required by the Authority in the Supplier's Call-Off ITT Response and reproduced at 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	N/A
Guarantee in favour of NHSE	N/A

Payment Provisions	<p>The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in the Call-Off ITT and reproduced at Annex 3; and</p> <p>The level of reimbursement by the Suppliers to the Authority relating to any service credits in respect of failures by the Suppliers to meet the KPIs, as set out in the Call-Off ITT and reproduced at Annex 3.</p>
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Signed by the authorised representative of the AUTHORITY



Order Form Annexes

Annex 1

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Part 5: Termination Trigger for Accrued KPI Failures

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Annex 1 Part 1: Specification

1.1 The Deliverables

The Covid-19 pandemic has fundamentally shifted the importance and potential of data to transform NHS services and drive sustainable recovery. NHS England need a data-driven operating model which reflects this.

Following an initial consultant led exploratory phase (which pre-dates this programme of work), the scope of this target operating model programme of work should be to:

- Review both health and non-health examples globally on how data and analytics teams are configured in the spirit of what excellent looks like with three lenses:
 - People
 - Processes
 - Technology (Architectures, infrastructure including platforms)
- Understand the current “as is” of all organisations in scope including their staff & skills base, technology platforms and functions they deliver to the NHS but also to their own (current) organisations
- Design the operating model for Data and Analytics in the new merged NHS England organisation with the following organisations in scope:
 - NHS England and NHS Improvement Data & Analytics Directorate
 - NHS Digital Data Services Directorate
 - HEE Data and Analytics Team
 - Functions managing Data in NHS Commissioning Support Units (three CSUs now operate these functions)
- The operating model above should have a progression/maturity trajectory in three phases (0-12 months, 13 – 36 months, >37 months – 60 months)
- Provide within the new operating model for Data and Analytics the operationalising of controls for the Data Safe Haven which should also consider how current system level functions are delivered i.e. DSCROs
- Design the new operating model for data and analytics operate as part of the delivery chain for delivery of priority transformation programmes, integrating with TD operating model
- Align operating model to deliver a service to all existing customers for NHSD/NHSEI/NHSx/HEE (is there an opportunity here to think about OHID, UKHSA)
- Provide the interlinked design with the CIO function and specifically core / common services that will be required to operate a modern Data Service
- Provide the joined up working model with the Joint Digital Policy Unit ensuring Data Policy development has integral core delivery teams as part of it
- Design and develop how the Data and Analytics profession will be supported right across the new NHS England and also the NHS more widely and what the offer is / will be for local organisations including Trusts and ICBs – what is our route for the profession to flourish? How do we leverage communities like AnalystX that have spun up? What is the role of professional organisations like FEDIP, BCS and emergent ones like AphA across this new professionalisation architecture?
- Review the central vs decentralised approaches to analytics within the new merged organisations and how modern ways of working could be applied to efficiently deliver the ambitions of the new NHS England

- Develop the plan to operationalise the design and the requisite change programme to fully implement the new operating model
- Develop a mechanism to constantly ensure we are innovating and learning from the best globally on best practices in data and analytics (the idea here being we don't always have to wait for formal operating model exercises to constantly learn and innovate)
- Begin to think about interdependencies and interlinks with industry for our operating model

1.2 Division of Service provision between Suppliers/Sub-contractors

N/A

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	Organisational review	Provide a research-based brief on both health and non-health examples globally on how data and analytics teams are configured.	Once
2	Current org status	Capture the current “as is” of all organisations in scope including their staff & skills base, technology platforms and functions they deliver to the NHS but also to their own (current) organisations.	Once
3	Model design	Design the operating model for Data and Analytics in the new merged NHS England organisation with the following organisations in scope: NHS England and NHS Improvement Data & Analytics Directorate; NHS Digital Data Services Directorate; HEE Data and Analytics Team; Functions managing Data in NHS Commissioning Support Units.	Weekly
4	Data Safe Haven	Provide within the new operating model for Data and Analytics the operationalising of controls for the Data Safe Haven which should also consider how current system level functions are delivered.	Weekly
5	CIO link	Provide the interlinked design with the CIO function and specifically core / common services that will be required to operate a modern Data Service.	Weekly
6	Joint Digital Policy Unit	Provide the joined up working model with the Joint Digital Policy Unit ensuring Data Policy development has integral core delivery teams as part of it.	Weekly

7	Professionalisation	Design and develop how the Data and Analytics profession will be supported right across the new NHS England and the NHS more widely and what the offer is / will be for local organisations including Trusts and ICBs.	Weekly
8	Implementation plan	Develop the plan to operationalise the design and the requisite change programme to fully implement the new operating model.	Weekly
9	Industry	Provide a brief on interdependencies and interlinks with industry for our operating model	Once

2. Secondary Key Performance Indicators

N/A

Annex 1 Part 4: Calculation of Service Credits

N/A

Annex 1 Part 5: Termination Trigger for Accrued KPI Failures

N/A

Annex 1 Part 6: Excusing Events

None

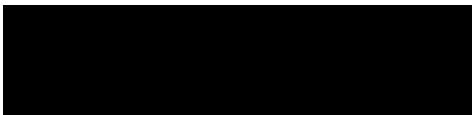
Annex 2
Extra Key Provisions

N/A

Annex 3

Contract Price and Payment Terms

Contract Price



The total Contract charges are on a fixed price basis (inclusive of all expenses) at £1,100,000 (including VAT).

Contract Price for permitted extensions to the Term

As above

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



Payment Provisions

This will be in 4 equal payment over the contract period

Maximum Payments on Unilateral Termination by Authority

Not used

Termination Date	Maximum Unrecovered Payment (£ inclusive of VAT)	Maximum Breakage Cost Sum (£ inclusive of VAT)	Maximum Termination Sum (£ inclusive of VAT)
Anytime before or including the first anniversary of the Effective Date			
Anytime after the first anniversary of the Effective Date and before the end of the day on which the second anniversary the Effective Date falls.			
Anytime after the second anniversary of the Effective Date and			

before the end of the day on which the third anniversary the Effective Date falls.			
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Suppliers’ Financial Model (if applicable)

Not applicable

Annex 4

Implementation Plan (if any)

None

Annex 5

Information Security Management Plan

N/A

Annex 6

Supplier Solution

C %	
C %	

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.
4. The Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data to process on behalf of the Authority for the provision of the Services under this Contract. The Authority will inform the Supplier explicitly and seek its prior written consent if it wishes to supply any Personal Data to the Supplier and in which case the Parties will agree suitable Personal Data protection clauses to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this.

Annex 8

[As referenced in Schedule 18 of the Call-Off Terms and Conditions]

BOARD REPRESENTATIONS AND STRUCTURES

Program and Risk Management Board Representation and Structure

Authority Members of Programme Board	<div></div> (Chairperson)
Supplier Members of Programme Board	Programme Managers and others as req
Start Date for Programme Board meetings	30 Nov 22
Frequency of Programme Board meetings	Weekly
Location of Programme Board meetings	Wellington House, London

Annex 9

Standard Licence Terms

N/A

Annex 10

Notified Sub-Contractors

None

Annex 11

Supplier Software and Third Party Software

Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non- COTS)
N/A						

Third Party Software

The Third Party Software includes the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non- COTS)
N/A						