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**RM6100 Technology Services 3
Framework Schedule 4 Annex 1
Lot 1 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 15th June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website (<https://www.crowncommercial.gov.uk/agreements/RM6100>). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and Deliverables specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Schedule of Processing, Personal Data and Data Subjects;
4. Attachment 3 – Transparency Reports; and
5. Annex 1 – Call-Off Terms.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form and its Attachments;
- c) the Call-Off Terms; and
- d) Framework Schedule 18 (Tender).



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Section A

General information

Contract Details	
Contract Reference:	AGEMCSU/TRANS/23/1438
Contract Title:	Agile Programme Delivery Review and Implementation Consultancy for NHS Arden & GEM CSU
Contract Description:	Agile Programme Delivery Review and Implementation Consultancy for NHS Arden & GEM CSU
Commencement Date: this should be the date of the last signature on Section D of this Order Form	3 rd March 2023

Buyer details
Buyer organisation name NHS Arden and Greater East Midlands Commissioning Support Unit.
Billing address Your organisation's billing address - please ensure you include a postcode NHS Arden and GEM CSU ODE Payables M405 Shared Business Service PO Box 312 LEEDS LS11 1HP sbs.apinvoicing@nhs.net
Buyer representative name <div></div>
Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 34.2 of the Contract. NHS Arden & Greater East Midlands Commissioning Support Unit St Johns House 30 East Street Leicester LE1 6NB <div></div>



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Buyer Project Reference

Please provide the customer project reference number.

AGEMCSU/TRANS/23/1438

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement

Hippo Digital Limited

Supplier address

Supplier's registered address

Aireside House, 24-26 Aire Street, Leeds LS1 4HT

Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative

[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

Not Applicable.



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Section B

Part 1 - The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period in months from the Commencement Date, up to the maximum permitted Contract Period of 24 months (2 years)

1 March 2023 to 12 May 2023

Services

The Supplier shall provide the following Services to the Buyer:

1. Assessment & Discovery

- Run a mini- discovery piece to understand current processes, resource and advise on options to accelerate the move to agile methodology the management of work. Including a recommended approach.

2. Skills Development & Knowledge Transfer & Agile Coaching

- Provision of ring-fenced time and tailored content to help develop the skills of internal resources in a more structured and end-to-end way, alongside joint working as part of incumbent team.
- Deliver structured sessions as required to ensure suitable skills development within the team.
- Provision of resource to provide guidance, QA reviews and good practice support as work is undertaken by the incumbent team.
- Ensure skills development has appropriate focus whilst not compromising delivery tasks.
- Work with the AGEM programme team to monitor the growth of capability within the team and identify further development needs.

3. Delivery Management

- Provide agile delivery management expertise to work alongside the AGEM teams and bring greater capacity and augment existing capability.
- Provide experience in building and running Azure dev ops backlogs, sprint plans and roadmaps to ensure:
 - o Good practice is defined, understood and followed;
 - o Team's work is managed into a refined and prioritised backlog
 - o Team's capacity is understood and mapped to sprints
 - o Sprint plans are created and submitted to programme team
 - o Roadmaps are created to highlight key deliverables and capacity issues are understood
- Work in close collaboration with AGEM technical team, engineers and architects on the project to share knowledge and experience to build the skills and capability of the team through co-working and collaboration on key tasks, to embed agile working methodology.



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- Work with wider AGEM teams to ensure workflow is managed into a single point of triage for consideration for acceptance to backlog.

Key outcomes

- High level review of current working task management process
- Recommendations for implementation of agile task management process
- Engagement with technical team and capture of all current work into Azure Dev Ops, including set up of Dev Ops environment and training of staff.
- Uplift of internal skills and knowledge for AGEM team to build long-term capability.
- Embedding of good practice and standards within the UDAL team.
- End-to-end skills and knowledge transfer to ensure completeness of understanding.
- AGEM team familiarity with key technologies and tools to enable future, repeatable use.
- Tailored content and artefacts on processes and ways of working to support team to continue methodology post SOW completion.
- Embedding of good practice to ensure quality and consistency are carried forward.
- Understanding of skill level to ensure right mix of skills or identify remaining gaps.

4. KEY MILESTONES

The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Discovery of current workflow management	Within 2 weeks of Contract start date
2	Recommendations for agile approach	Within 2 weeks of Contract start date
3	Implementation and refinement of agile delivery approach	Start within week 3 of Contract start date to end of SOW completion.
4	Artefacts to support on-going implementation of agile ways of working	By end of SOW completion

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services and/or Deliverables, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services and/or Deliverables from the following Sites:

Buyer Premises:

Not Applicable

Supplier Premises:

Aireside House, Aire Street, Leeds LS1 4HT or remotely

Third Party Premises:

Not applicable

Additional Standards

Guidance Note: see Clause 7 (Standards) and the definition of Standards in Schedule 1 of the Call-Off Terms. Specify any particular standards that should apply to this Contract over and above the Standards.



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Not Applicable

Key Supplier Personnel

Guidance Note: see Clauses 6.4-6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).

Key Supplier Personnel	Key Role(s)	Duration

Buyer Property

Not applicable

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

Not applicable

Buyer Enhanced Security Requirements

Guidance Note: if the Supplier has access to the Buyer System then the Buyer should consider including additional enhanced security requirements here to govern the Supplier's use of such system – this might include incorporating an ICT policy. These requirements are in addition to those set out in the Security Policy (if any) above.

Not Applicable

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - Not applicable

Professional Indemnity Insurance (£) - Not applicable

Key Sub-Contractors

Guidance Note: see Framework Schedule 7 (Key Sub-Contractors) for detail and include here details of any Key Sub-Contractors which are applicable to this Contract.

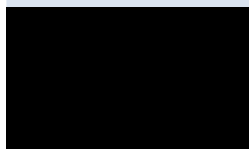
Not Applicable

Part 2 – Charges, Payment and Invoicing

Contract Charges (excluding VAT)



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All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.

Payment Profile

Payment will be released in accordance with delivery of milestones in each contract and sign off by Director. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs

On 31 March 2023 the Supplier shall be entitled to invoice £141,900 (inc VAT) in relation to the milestones completed to that date. Remaining milestones shall be invoiced throughout the remaining term.

Invoice Details

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.

All invoices must be sent to:

NHS Arden and GEM CSU
ODE Payables M405
Shared Business Service
PO Box 312
LEEDS
LS11 1HP

Invoices: sbs.apinvoicing@nhs.net

All invoices must include: a Purchase Order number

Method of Payment

Guidance Note – insert method of payment e.g. BACS.

The payment method for this Contract is by BACS

Contract Anticipated Potential Value:
£189,200.00 Inc VAT

Part 3 – Additional and Alternative Buyer Terms

Additional Schedules and Alternative Clauses *(see Annex 3 of Framework Schedule 4)*

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lot 1.



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Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Business Continuity and Disaster Recovery	
S2: Continuous Improvement	
S3: Supply Chain Visibility	

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.

Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	
Northern Ireland Law	

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lot 1 shall be incorporated into this Contract.

Liability

No changes are required to the limitation of liability set out in Clause 12.1 of the Call Off Terms.

Termination for Convenience

Guidance Note: insert details of the notice period for termination for convenience where such period needs to be shorter or longer than the standard position under the Call-Off Terms.

The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms shall be amended from 30 Working Days to read: Not applicable

Section C Supplier response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract ~~and~~ use specific references to sections rather than copying the relevant information here.



[insert details of any agreed Supplier Confidential Information which is commercially sensitive in nature or Not Applicable]

Section D
Contract award

This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name		
Job role/title		
Signature		
Date	5D479357AA2E4AA... 17/4/2023 11:51 AM BST	

For and on behalf of the Buyer

Name		
Job role/title		
Signature		
Date	21/04/2023	

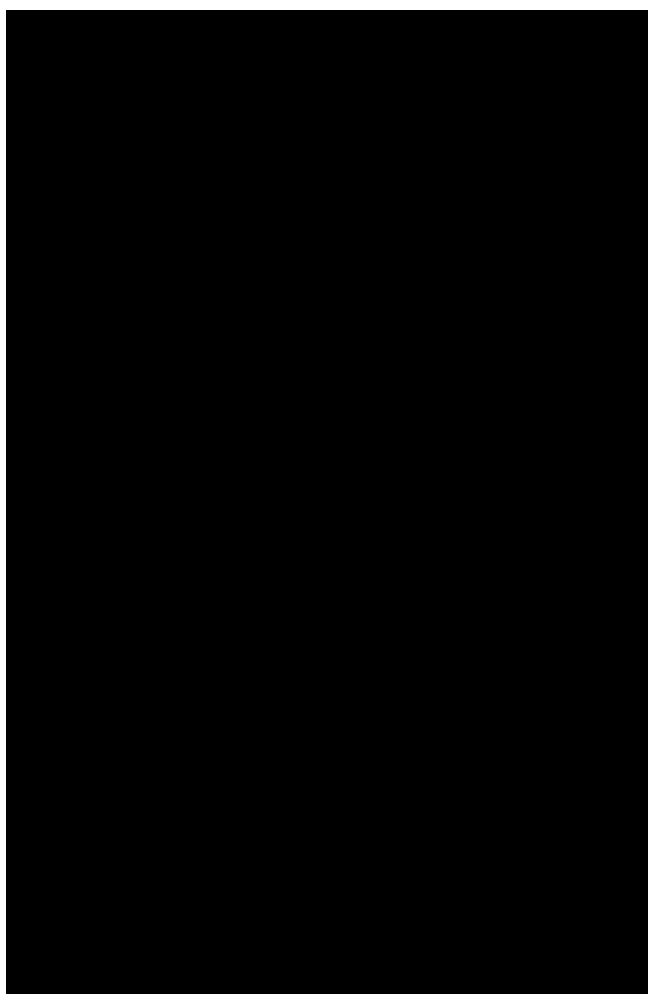


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Attachment 1 – Services Specification



Supplier Response:





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Attachment 2 – Schedule of Processing, Personal Data and Data Subjects

Not Applicable

This Attachment 2 shall be completed by the Buyer, who may take account of the view of the Supplier, however the final decision as to the content of this Attachment 2 shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are: *[Insert Contact details]*.
2. The contact details of the Supplier's Data Protection Officer are: *[Insert Contact details]*.
3. The Supplier shall comply with any further written instructions with respect to processing by the Buyer.
4. Any such further instructions shall be incorporated into this Attachment 2.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor in accordance with Clause 18 of the Contract.
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract. Example: The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide a service to members of the public.]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i>
Type of Personal Data being Processed	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>



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Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
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Attachment 3 – Transparency Reports

Not Applicable



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Annex 1 Call-Off Terms and Additional Schedules and Alternative Clauses