

Health Systems Support Framework: Template Order Form

<u>References and Date</u>	
Order Reference Number	HSSF22-043
Date of Order Form	
<u>Parties and Key Persons</u>	
Authority	NHS England Quarry House, Quarry Hill, Leeds LS2 7UE
Suppliers	PA Consulting 10 Bressenden Place, London, SW1E 5DN
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”)	PA Consulting lead by Joanna Greig

Contract Managers	<i>Authority's Contract Manager</i>	<i>Andrew Campan</i>
	<i>Supplier's Contract Manager(s)</i>	<i>Joanna Greig</i>
Lead Contract Manager (if applicable)	<i>Authority's Lead Contract Manager</i>	<i>Dan Goudegard</i>
	<i>Supplier's Lead Contract Manager</i>	<i>Joanna Greig</i>
Person(s) to receive notices under the Contract	<i>Authority's nominated person and contact details for service of notices</i>	<i>Liz Fleetwood</i> <i>NHS England</i> <i>Quarry House</i> <i>Leeds</i> <i>LS2 7UE</i> <i>Liz.fleetwood1@nhs.net</i>
	<i>Supplier's nominated person and contact details for service of notices</i>	<i>Joanna Greig</i> <i>10 Bressenden Place,</i> <i>London,</i> <i>SW1E 5DN</i>
Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date	TUPE does not apply	
<u>General</u>		
Status of Order Form	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	

	<p>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>																																				
<p>Call-Off Terms and Conditions</p>	<p>The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:</p> <table border="1"> <tr> <td>Schedule 1</td><td>Key Provisions</td></tr> <tr> <td>Schedule 2</td><td>General Terms and Conditions</td></tr> <tr> <td>Schedule 3</td><td>Definitions and Interpretations Provisions</td></tr> <tr> <td>Schedule 4</td><td>This Order Form</td></tr> <tr> <td>Schedule 5</td><td>Information Governance</td></tr> <tr> <td>Schedule 6</td><td>Security Management</td></tr> <tr> <td>Schedule 7</td><td>Standards</td></tr> <tr> <td>Schedule 8</td><td>Software</td></tr> <tr> <td>Schedule 9</td><td>Installation and Commissioning Services</td></tr> <tr> <td>Schedule 10</td><td>Maintenance Services</td></tr> <tr> <td>Schedule 11</td><td>Guarantee</td></tr> <tr> <td>Schedule 12</td><td>Staff Transfer</td></tr> <tr> <td>Schedule 13</td><td>Change Control Process</td></tr> <tr> <td>Schedule 14</td><td>Calculation of Termination Sum</td></tr> <tr> <td>Schedule 15</td><td>Not Used</td></tr> <tr> <td>Schedule 16</td><td>Acceptance Testing</td></tr> <tr> <td>Schedule 17</td><td>Benchmarking</td></tr> <tr> <td>Schedule 18</td><td>Governance</td></tr> </table> <p>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.</p>	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
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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	Monthly meetings to be agreed on commencement
Fast-track Change values	N/A
<u>Contract Term and Termination Provisions</u>	
Term of the Contract	10 weeks (from contract signature date)
Extension of Term	N/A
Unilateral Authority right of termination notice period	N/A – Less than 6 month contract
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> <p>1) unless otherwise required in the Extra Key Provisions, any ongoing liability that they have or may have arising out of this</p>


	<p>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</p> <p>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.</p>
<u>Contract Deliverables</u>	
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>Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers.</p>
Priority Deliverable	See key deliverables
Deliverables Commencement Date	Please refer to milestone dates
Services Commencement Date	1 st November 2022 (or contract signature date, whichever is earlier)
Goods Commencement Date	N/A

Long Stop Date	1 st January 2023
Implementation Plan	The implementation plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 4 below.
Quality Plans	Please refer to milestone dates/ Key deliverables
Information Security Management Plan	The information security management plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 5 below, as may be amended from time to time in accordance with Schedule 6 of the Call-Off Terms and Conditions.
Insurance	As per Clause 20 of the HSSF Terms and Conditions
Supplier Specific Standards	N/A
<u>Premises and Property</u>	
Premises and Location(s) for the Delivery of the Deliverables	NHS England (London Offices)
Property Licence(s) and/or Lease(s) granted to the Suppliers	N/A
<u>Information Governance</u>	
Information Governance Provisions (Schedule 5)	As per HSSF Terms and Conditions – Schedule 5 It is not anticipated that any personal data is being processed as part of this contract. However, if the need arises it will be done in accordance with the existing overarching DSA dated 24/03/22.
Processing of Personal Data	No personal data is being processed as part of this contract

<u>Intellectual Property Rights and Licencing</u>	
Intellectual Property	N/A
Local Health and Care Record Exemplar (LHCRE) Specific IPR	<p>Where the Contract concerns LCHREs, the Authority shall own the Foreground IPR. For the avoidance of doubt, Clauses 14.6, 14.14 and 14.15 of Schedule 2 of the Call-Off Terms and Conditions shall not apply.</p> <ol style="list-style-type: none"> 1. The Authority hereby grants to the Suppliers a royalty-free and fully paid up, non-exclusive, perpetual, sub-licensable licence to use the Foreground IPR, any Output and any Specially Written Software for any purpose. 2. The Suppliers shall not charge any NHS Beneficiary for the right to use the Foreground IPR, any Output and any Specially Written Software for the NHS Beneficiary's use for any purpose for the NHS Beneficiary's own benefit, and including, without limitation, the NHS Beneficiary's right to sub-licence to any third party as is reasonably necessary for such use.
Supplier Owned Foreground IPR	N/A
Standard Licence Terms	N/A
Supplier Software and Third Party Software	N/A
<u>Contract Price and Payment</u>	

Contract Price	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.
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>

Signed by the authorised representative of each AUTHORITY

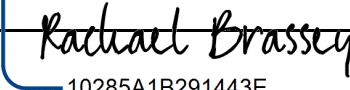
Name:	Peter Ridley	Signature for the Authority: DocuSigned by: 
Position:	Deputy CFO	1E98D25DBDE9498...

Full Name: Peter Ridley

Signed by the authorised representative of the SUPPLIER

Job Title/Role: Deputy Chief Finance Officer

Date Signed: 15/11/22

Name:	Edward Marsh	Signature for the Supplier: DocuSigned by: 
Position:	Associate Partner	10285A1B291443E...

Full Name: Rachael Brassey

Job Title/Role: Partner

Date Signed: 15/11/2022

Order Form Annexes

Annex 1

Part 1: Specification

Part 2: KPI Overview

Part 3: KPIs

Part 4: Calculation of Service Credits

Part 5: Termination Trigger for Accrued KPI Failures

Part 6: Excusing Events

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Extra Key Provisions

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Maximum Payments on Unilateral Termination

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Implementation Plan

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Annex 1 Part 1: Specification

1.1 The Deliverables

Main object:

- Successfully running a series of key engagement and data collection activities, then collating data, and analysing for presentation to key stakeholders in a series of products. Engagement and data collection activities to include:
- A series of deep dives into 3-5 areas of interest, to clarify staff structures, and key functions/processes/requirements across HEE, NHSD, and NHSE programmes, alongside potentially 1-2 other areas of interest as required to deliver key products.
- An anonymised survey of staff views across the cohort of staff affected by the proposed unification of communications and engagement functions.
- A series of three steering groups, meeting between two to three times each, to discuss a range of topics.
- A series of conversations with each affected design lead – incorporating other impacted senior stakeholders.
- Any other activities required to deliver key products.
- Designing a range of smaller products to support the engagement activities listed above, and to feedback to stakeholders who have participated in these activities.
- Programme management activities and products to support and communicate this work, including timelines, reporting on progress, secretariat to a steering board, and
- Delivery and presentation of key products to the Design Lead (as defined by the New NHSE change process), and to the Executive Director (Chief Strategy Officer):
- An engagement report, to represent the views of the cohorts and individuals consulted across the activities listed above, alongside any other relevant collected data. We anticipate that this report will offer a range of insights including; how communications as a function is presently viewed across the new organisation, where things are perceived as working well, where there is room for improvement, and where

opportunities are available, and issues require resolution. A portion of this report should be shareable with other key stakeholders – with the consent of the Chief Strategy Officer.

- A design report, elucidating the features of the proposed future design, as well as detailing the full structure and headcount reductions, and providing a methodology for how these reductions have been achieved. Insights as to how this structure will increase efficacy and deliver any required functional, cultural or operational adaptations. A portion of this report should be shareable with other key stakeholders – with the consent of the Chief Strategy Officer.
- Iterations of these products as required to support the Chief Strategy Officer in key decisions, and progression to consultation as part of cohort two in the New NHSE change process (presently expected in January).

Key Deadlines/Timeline:

- 31 Oct - Presentation of first draft of engagement summary report should be presented to the Chief Strategy Officer during the week commencing 31 Oct.
- 7 Nov - Presentation of first draft of new structure should be presented to the Chief Strategy Officer by the week commencing 7 Nov. This structure should include a structure diagram (detailing individual posts) down to ND-2.
- 23 Nov - A finalised and full organogram (including headcount reductions) will need to be completed by 23 Nov.
- 23 Nov – Alongside this final organogram, final versions of the design report, and all other materials will also be due.
- 23-30 Nov – Supporting iterations across content to support submission to DA, and preparation for consultation, as well as supporting feedback to staff.

1.2 Division of Service provision between Suppliers/Sub-contractors

The division of the services between Suppliers (where more than one Supplier) must be consistent with the completed Supplier Matrix, subject to any assignment/subcontracting permitted by the terms of the Framework Agreement after the commencement date of the Framework Agreement.

Supplier Matrix – N/A

supplier	Service
<i>Insert Supplier/subcontractor's name</i>	<i>Insert Deliverables supplied by the relevant Supplier/subcontractor, utilising the identical description utilised in the Specification</i>

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 thisContract.
- 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.

Annex 1 Part 3: KPIs

Primary KPIs

1 Primary Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity
1	Engagement Report	Completion of the engagement report (referenced in Annex 1) to a standard that is accepted by the Chief Strategy Officer.	Monthly	Failure to meet the KPI will result in a meeting between the Contract Managers. PA would need to produce a corrective action report.
2	<i>Design Report</i>	Completion of the design report (referenced in Annex 1) to a standard that is accepted by the Chief Strategy Officer.	Monthly	Failure to meet the KPI will result in a meeting between the Contract Managers. PA would need to produce a corrective action report.

Annex 1 Part 6: Excusing Events

N/A

Annex 2
Extra Key Provisions

Not used

Annex 3

Contract Price and Payment Terms

Contract Price

£92,000 plus vat

Contract Price for permitted extensions to the Term

No extensions permitted

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

£92,000 plus vat

Payment Provisions

Payments to be made on completion of milestones agreed on commencement

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)
Any time before or including the first anniversary of the Effective Date	N/A		
Any time after the first anniversary of the Effective Date and before the end of the day on which the second anniversary the Effective Date falls.	N/A		
Any time after the second anniversary of the Effective Date and before the end of the day on which the third anniversary the Effective Date falls.	N/A		

Annex 4

Implementation Plan (if any)

Implementation plan to be agreed at commencement

Annex 5

Information Security Management Plan

N/A

Annex 6

Supplier Solution
N/A

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.

N/A - No personal data to be processed as part of this contract

However, an overarching DSA (dated 24/03/22) already exists.

Description	Data
Subject matter of the processing	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	N/A

For the avoidance of doubt this list will be amended through the Contract Meetings as set out above and in line with Clause 31.3 of Annex 2 of this Order Form.

Annex 8 – N/A

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

BOARD REPRESENTATIONS AND STRUCTURES**Service Management Board Representation and Structure**

Authority Members of Service Management Board		(Chairperson)
Supplier Members of Service Management Board		
Start Date for Service Board Management meetings		
Frequency of Service Board Management meetings		
Location of Service Board Management meetings		

Program Board Representation and Structure

Authority Members of Programme Board	(Chairperson)
Supplier Members of Programme Board	

Start Date for Programme Board meetings	
Frequency of Programme Board meetings	
Location of Programme Board meetings	

Technical Board Representation and Structure

Authority Members of Technical Board	(Chairperson)
Supplier Members of Technical Board	
Start Date for Technical Board meetings	
Frequency of Technical Board meetings	
Location of Technical Board meetings	

Risk Management Board Representation and Structure

Authority Members of Risk Management Board	(Chairperson)
Supplier Members of Risk Management Board	
Start Date for Risk Management Board meetings	
Frequency of Risk Management Board meetings	
Location of Risk Management Board meetings	

Annex 9

Standard Licence Terms

N/A

Annex 10

Notified Sub-Contractors

N/A

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						