

Health Systems Support Framework: Template Order Form

<u>References and Date</u>	
Order Reference Number	HSSF23-046
Date of Order Form	22 nd January 2024
<u>Parties and Key Persons</u>	
Authority	NHS Nottingham and Nottinghamshire Integrated Care Board Sir John Robinson House Sir John Robinson Way Arnold Nottingham NG5 6DA
Suppliers	CHS Healthcare Software Limited 4 th Floor 9 Appold Street London EC2A 2AP United Kingdom Company number: 11582111
Principal Supplier(s)	NA
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles ("Key Personnel")	As per the specification

Contract Managers	<i>Authority's Contract Manager</i>	<i>Contract</i>	[Redacted]
	<i>Supplier's Contract Manager(s)</i>	<i>Contract</i>	[Redacted]
Lead Contract Manager (if applicable)	<i>Insert the Lead Contract Manager at the commencement of this Contract</i>		
	<i>Authority's Lead Contract Manager</i>		[Redacted]
	<i>Supplier's Lead Contract Manager</i>		[Redacted]
Person(s) to receive notices under the Contract	<i>Authority's nominated person and contact details for service of notices</i>		[Redacted]
	<i>Supplier's nominated person and contact details for service of notices</i>		[Redacted]
Notified Sub-contractors in the event of a TUPE	N/A		

transfer at a Relevant Commencement Date		
<u>General</u>		
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 will take place on an agreed monthly basis unless otherwise requested by Nottingham and Nottinghamshire ICB.	
Fast-track Change values	Not Applicable	
<u>Contract Term and Termination Provisions</u>		
Term of the Contract	The contract will be for an initial duration of 36 months from contract award.	
Extension of Term	NHS Nottingham and Nottinghamshire Integrated Care Board have the option to extend the contract for a further two successive 12-month periods following the initial 36-month period. Each extension will be subject to a 3 month notice period if not required by the ICB.	
Unilateral right of termination notice period	6 Month period Both parties may terminate the conditions of this contract on 6 months notice.	

Maximum Payments following Unilateral right to terminate	Not Applicable
Maximum Permitted Profit Margin	Not Applicable
Variation to Termination Sum calculation	Not Applicable
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. <p>The Supplier holds the required insurance limits detailed in Clause 20.1 of the Call Off Terms and Conditions set out below:</p> <p>Employer's liability, public liability, product liability and professional indemnity with a minimum cover of £5,000,000.</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>

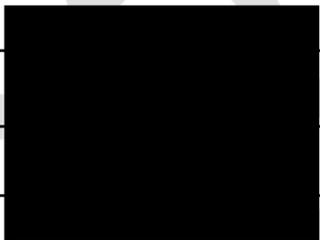
	Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers.
Priority Deliverable	To deliver a fully functioning digital CHC solution on 31 st March 2024 with all existing records successfully transferred in.
Deliverables Commencement Date	Following Contract Award
Services Commencement Date	Following Contract Award
Goods Commencement Date	Not Applicable
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	Not Applicable
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.
Supplier Specific Standards	ISO27001, Cyber Essentials Plus
<u>Premises and Property</u>	
Premises and Location(s) for the Delivery of the Deliverables	NHS Nottingham and Nottinghamshire Integrated Care Board Sir John Robinson House Sir John Robinson Way Arnold Nottingham NG5 6DA
Property Licence(s) and/or Lease(s) granted to the Suppliers	Not Applicable

<u>Information Governance</u>	
Information Governance Provisions (Schedule 5)	Nottingham and Nottinghamshire Integrated Care Board will be the Controller and the Supplier shall act as a Processor.
Processing of Personal Data	Please refer to Annex 7
<u>Intellectual Property Rights and Licencing</u>	
Intellectual Property	Annex 9 (Licence Terms) of the Order form takes precedence over Schedule 2 of the Call off terms and conditions.
Local Health and Care Record Exemplar (LHCRE) Specific IPR	<p><i>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.</i></p> <ol style="list-style-type: none"> <i>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.</i> <i>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.</i>
Supplier Owned Foreground IPR	<i>Broadcare Software</i>

<p>Standard Licence Terms</p>	<p>Stipulated in Annex 9 (Licence terms).</p>
<p>Supplier Software and Third Party Software</p>	<p><u>The Services to be provided by the Supplier under the Specification are outlined below:</u></p> <p><u>Broadcare case management software which supports healthcare organisations manage:</u></p> <ul style="list-style-type: none"> <u>-NHS Continuing Healthcare (CHC)</u> <u>-Funded Nursing Care</u> <u>-Children’s CHC</u> <u>-Complex/Specialist/Joint-Funded/Section 117 & 75 services</u> <p><u>The secure, 'whole-system approach' solution supports:</u></p> <ul style="list-style-type: none"> <u>-Paperless caseload data collection/storage/retrieval</u> <u>-Case management workflow</u> <u>-Resource planning/scheduling/progress</u> <u>-Invoicing</u> <u>-Reporting: real-time/scheduled/ad hoc, inc. NHS England quarterly DHSC returns</u> <u>-Digital referral portal/form functionality.</u> <p>The supplier will only be providing the software and will not be providing specified health care services.</p>
<p><u>Contract Price and Payment</u></p>	

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	Not Applicable
Guarantee in favour of NHSE	Not Applicable
Payment Provisions	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

Signed by the authorised representative of each AUTHORITY (as applicable)

Name:		Signature:	
Position:		Date	22.1.2021
<i>(Insert an additional signature block for each additional Authority)</i>			

Signed by the authorised representative of each of the SUPPLIERS

Name:	[REDACTED]	Signature	[REDACTED]
Position:	Chief Financial Officer	Date	19/1/2024 17:00 GMT

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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

Annex 2

Extra Key Provisions

Annex 3

Contract Price and Payment Terms

Maximum Payments on Unilateral Termination

Supplier's Financial Model

Annex 4

Implementation Plan

Annex 5

Information Security Management Plan

Annex 6

Supplier Solution

Annex 7

Processing of Personal Data

Annex 8

Board Representations and Structures

Annex 9

Standard Licence Terms

Annex 10

Notified Sub-Contractors

Annex 11

Supplier Software and Third-Party Software

Annex 1

Annex 1 Part 1: Specification

1.1 The Deliverables

Main object:

The Services to be provided by the Supplier under the Specification are outlined below:

Broadcare case management software which supports healthcare organisations manage:

-NHS Continuing Healthcare (CHC)

-Funded Nursing Care

-Children's CHC

-Complex/Specialist/Joint-Funded/Section 117 & 75 services

The secure, 'whole-system approach' solution supports:

-Paperless caseload data

collection/storage/retrieval

-Case management workflow

-Resource planning/scheduling/progress

-Invoicing

-Reporting: real-time/scheduled/ad hoc, inc. NHS England quarterly DHSC returns

-Digital referral portal/form functionality.

The supplier will only be providing the software and will not be providing specified health care services.

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

Supplier	Service
CHS Healthcare Software Limited	<i>As per specification</i>

Annex 1 Part 2: KPI Overview
Annex 1 Part 3: KPIs

Not Used

Annex 1 Part 4: Calculation of Service Credits

Not Used

Consequences of accruing Secondary Failure Points

Not Used

Annex 1 Part 5: Termination Trigger for Accrued KPI Failures

Termination for accrued KPI Failures

Not Used

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Annex 1 Part 6: Excusing Events

Not Used

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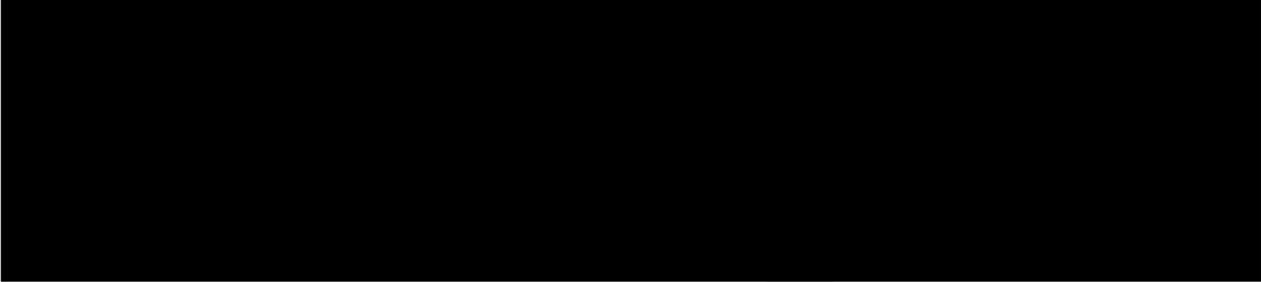
**Annex 2
Extra Key Provisions**

Not Used

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**Annex 3
Contract Price and Payment Terms**

Contract Price



Initial Project setup, implementation, Training and migration costs

Contract Price for permitted extensions to the Term

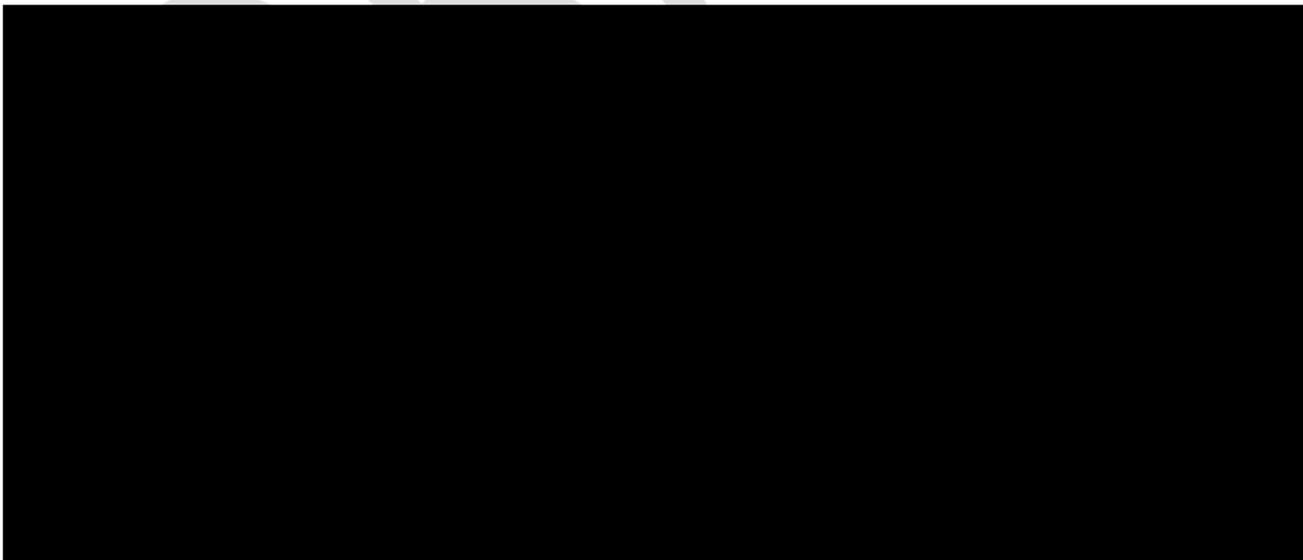
Following the initial term of 3 years (36 months) increased pricing for extensions thereafter will only be permitted in accordance with the Consumer Price Index (CPI).

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

For the purposes of this agreement, the limit on liability for all losses excluding those detailed in Clause 19.1 shall be 125% of the total contract value.

The total Contract price(s) to be paid by the Authority to the Suppliers for the provision of the Deliverables, as set out in the Call-Off ITT Response and reproduced at Annex 3.

Payment Provisions



Annex 4

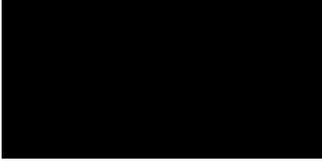
Implementation Plan (if any)



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Annex 5

Information Security Management Plan



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Annex 6

Supplier Solution

To be completed on award [This annex shall consist of the Supplier's responses to this Call-Off ITT]



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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.

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Description	Data
Subject matter of the processing	<p>2 The Authority is responsible for assessing eligibility for Continuing Healthcare (CHC) funding, arranging of care, the funding and payment of care and appropriate monitoring of and audit of the safety and quality of care.</p> <p>The Supplier's system will support the delivery of these processes.</p>
Duration of the processing	<p>3 For the contract duration only.</p>
Nature and purposes of the processing	<p>4 The Supplier may process Personal and Sensitive Data as necessary to perform the Services, including where applicable for hosting and storage; backup and disaster recovery; service change management; issue resolution; applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; IT security purposes including incident management; maintenance and performance of technical support systems and IT infrastructure; and migration, implementation, configuration and performance testing; and for the deletion or transfer of data on the Authority's instructions.</p>
Type of Personal Data	<p>5 Name, address, postcode, email address, date of birth, NHS number, telephone number, representative's name, address, email and telephone number</p>
Sensitive Data.	<p>6 Physical and mental health information, which may include detailed diagnosis, medication, clinical correspondence, and care plans. Gender, sexual orientation, racial or ethnic origin, religious or other beliefs and criminal conviction information</p>

Categories of Data Subject	<p>7 Adults applying for and/or receiving NHS Continuing Healthcare, NHS-funded Nursing Care, and Joint Packages of Care. Children applying for and/or receiving Children and Young People's Continuing Care. Adults and Children and Young People in receipt of section 117 (Mental Health Act) after-care.</p> <p>8 Representatives of above, and third parties referenced in Health and Social Care records</p>
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	<p>9 Personal Data will be retained only for the duration of the Principal Agreement.</p> <p>The Supplier will return to the Authority any personal data held at the end of the contract, ensuring secure transfer, or will decide for its secure disposal upon the instruction of the Authority.</p>

For the avoidance of doubt this list will be amended through the Contract Meetings as set out above and in line with the hssf call-off contract terms and conditions.

Annex 8

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

BOARD REPRESENTATIONS AND STRUCTURES

Service Management Board Representation and Structure

Not Used

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Annex 9

Standard Licence Terms



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Annex 10

Notified Sub-Contractors

Approved subcontractors	Name	Purpose for processing	Location of processing	Contact

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)

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)