

Cloud Solutions Order Form (Service Level Agreement)

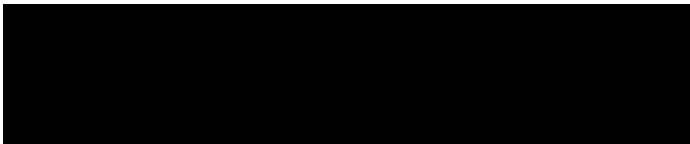
Provision for Application development and support contract – Power Framework PPM solution.

CQC RCCO 081

Framework Reference: SBS/18/NH/WAR/9333

Framework Start Date: 2nd September 2019

Framework Max End Date: 1st September 2023



Service level agreement details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement and any agreed Supplementary Agreements.

Supplier Specific Reference: SBS/18/NH/WAR/9333 Under Lot 4 -End to End Cloud Solution

Period of the Service Level Agreement (SLA)	Effective Date	1 st November 2022
	Expiry Date	30 th November 2023
Completion Date (if applicable)	Date	n/a

This SLA allows for the trust to extend until the following date:

Extension expiry date	30 th November 2024
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Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

Completion date is not the date by which all obligations under the SLA have to be discharged, but the date by which 'practical completion' must be certified.

IN WITNESS of which this Contract has been duly executed by the parties.

SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

SIGNED for and on behalf of **Trustmarque Limited**

Authorised Signatory 1:

Authorised Signatory 2:

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Trustmarque Solutions Limited and Care Quality Commission for the provision of **Cloud Solutions**. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Cloud Solutions covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of services) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

By signing this SLA, the supplier confirms that they were successfully awarded onto this framework agreement for the relevant lot(s).

For the purposes of this framework agreement, any references to "Order Form" within the framework terms and conditions shall be interpreted as the "Service Level Agreement".

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent **Cloud Solutions** to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for the **Cloud Solutions** provision between the Supplier and Customer.

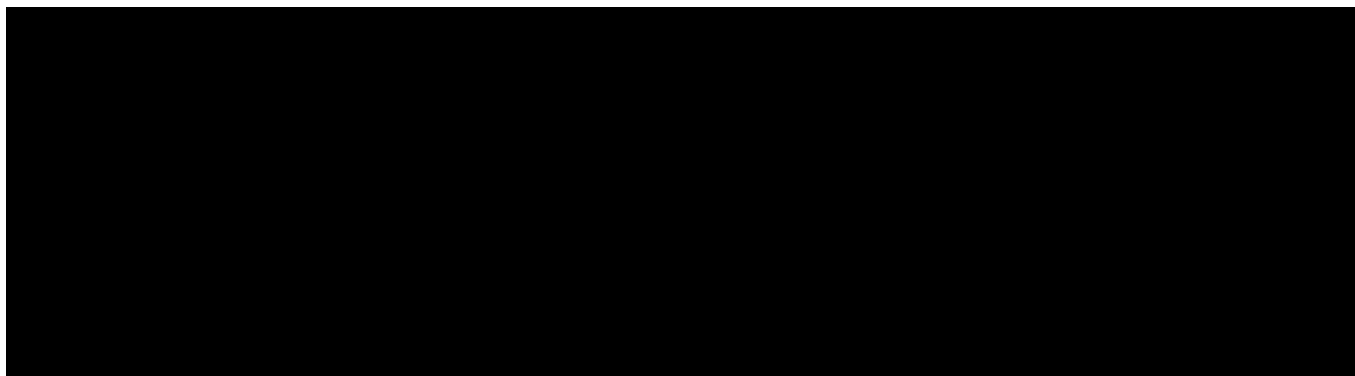
The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Contract Managers

The primary Contract Managers from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service.

Primary Contact Details:



4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

5. Service Requirements

There are two parts to the requirement. The first is the provision of a managed service, licenses and application support of the Power Framework PPM solution.

The second part of the requirement is to develop additional features and enhancements that will enable Portfolio Office to develop the tool for wider use as an enterprise solution. We are working to develop a

common approach to change that incorporates all parts of the organisation's approach and this solution will support that broader integration.

The requirement and functionality but not limited to are below:

- A solution that handles the management of CQC's programme and project related processes as described by the high-level functional requirements that have been developed within the project. Specifically, financial management, benefits management, planning, risk and issue management, governance and reporting, stage gate assurance and change control.
- An IT solution that exploits CQC's Microsoft Investments and is able to be integrated with other MS tools that teams are using to deliver programmes and projects.
- The ability to integrate with a range of planning tools that are in use across CQC, specifically MS Project, MS Project for the Web and MS Azure DevOps.
- The solution and data processing to be deployed and executed within CQC's own tenant. CQC data is not to leave CQC's own technical infrastructure.
- The supplier should be able to deploy, maintain and support the solution as a managed service.
- Problem and ticket management to be operated in line with CQC's existing IT supplier processes.
- The supplier to be responsible for break-fix and updates to account of changes deployed by Microsoft.
- The solution should be licensed for up to 100 CQC users, comprising programme and project practitioners and consumers of data via Power BI dashboards linked to the solution.
- Knowledge transfer on the operation of the solution to be carried out with 100% of users, with specific enhanced user knowledge transfer carried out with super-users as specified by CQC.

a) Services Provided

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b) Price/Rates

Please provide details of the agreed pricing

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c) Total Value of Call-Off

Please note that this value is an estimate and therefore is no guarantee to the Supply of Volume

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d) Business Hours

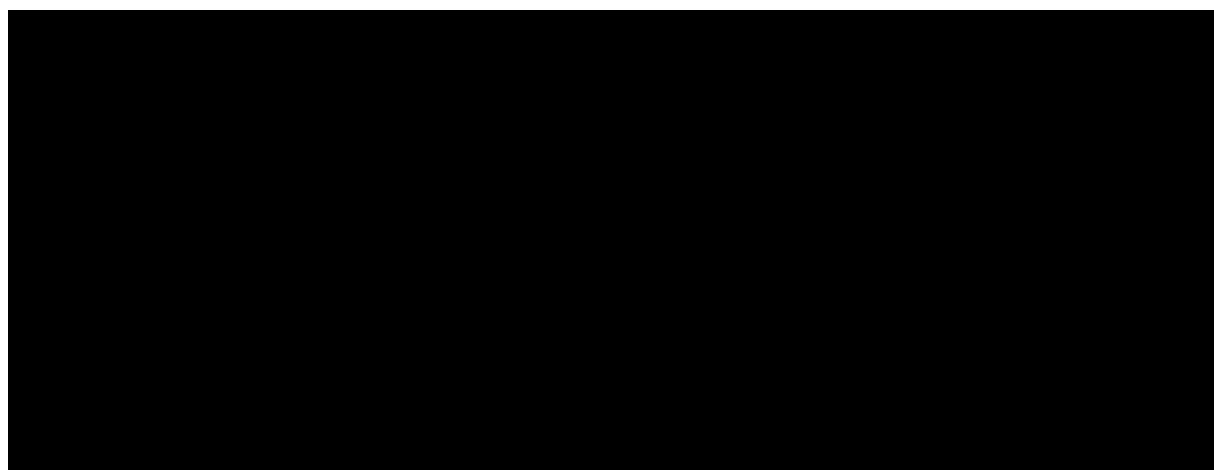
Standard office hours are 9:00-5:30, Monday to Friday, excluding bank holidays and other public holidays.

e) Delivery Location / Geographical Requirements



f) Invoicing Methods

Please detail the payment method and payment options here:



g) Reporting

Not Applicable

h) Interoperability

Please list any Participating Authority equipment or solutions that will require interoperability:

Not Applicable

i) Response Timescales

Please list expected timescales for response/delivery of Services:



6. Supply Terms and Performance

a) Supplementary Conditions of Contract

To be applied at the Participating Authority's discretion at Call Off. The terms of the NHS SBS **Cloud Solutions** Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail.

Not Applicable

b) Sub-contracting (if applicable)

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for ensuring standards are maintained in line with the framework and this SLA.

c) Implementation and Exit Plan

d) Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, parties should refer to the Clause 22 Dispute Resolution of the Framework Call Off Terms & Conditions.

e) Termination

The standard procedure is detailed below

Termination of this call off will be inline with Clause 15 of the Framework Call Off Terms & Conditions.

f) Force Majeure

This Call-Off Contract is bound by Force Majeure events and may be terminated where a Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.

The Parties agree that circumstances caused by Covid-19 events or arising as a consequence of Covid-19 generally are regarded to be Force Majeure Events for the purpose of the Contract, and the right to terminate as a result is mutual.

g) Insurance

The insurance policy for the contract required is detailed below

Trustmarque will provide copies of the following insurance certificates

- Employer Liability
- Public Liability
- Professional Indemnity
- Insurance requirements are as per the framework requirements.
- The Parties agree that Trustmarque shall not need to provide project specific insurance; however general insurance shall be in place as required by NHS SBS for a period of 6 years after expiry.

h) Limitation of Liability

Parties should consider the most appropriate cover for potential loss and contract breach and detail any amendments to the total liability of each Party here, where different to those outlined within Clause 13 of the Call Off Terms and Conditions:

For the purposes of this SLA, the Parties agree that the following amendments to clause 13 of Appendix A, Schedule 2 of the Call-off Terms and Conditions shall apply:

13 **Limitation of liability**

13.1 Unamended

13.2 Subject to Clauses 12.2, 13.1, 13.3, and **Error! Reference source not found.** of this **Error! Reference source not found.** of these Call-off Terms and Conditions, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged.

13.3.1 extra costs incurred purchasing replacement or alternative services;

13.3.2 the costs of extra management time;

in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.

i) Buyers Responsibilities

Please list the areas that the buyer is responsible for:

- Appoint a contract manager to oversee the performance and liaise with / report to supplier contract manager on all matters relating to the contract.
- Appoint a project lead to work and liaise with / report to project manager on all day to day activities relating

to the contract.

- To provide clear briefs to the supplier on requests in a timely manner.
- To pay accurate and valid invoices in a timely manner.
- To hold performance reviews and contract management meetings on regular basis as agreed with the Supplier
- To administer user access within the Portfolio Office.
- CQC Digital team to complete initial fault troubleshooting with the support of the supplier service desk.

j) Key Performance Measures

k) Audit Process

Please detail any Customer audit requirements

For the purpose of this call off agreement the audit process will be as Clause 24 of the Framework Call Off Terms & Conditions.

7. Other Requirements

Please include any additional requirements that are not outlined above

Not Applicable

a) Variation to Standard Specification

Please list any agreed variations to the specification of requirements

Not Applicable

b) Call-Off Agreement Specific Amendments

Please list any agreed other agreed requirements

