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Ref.	Type of Information	Required?	Refresh Frequency
A6.12	Timebox Plans	N	On request from Buyer
A6.13	EPIC Board	N	On request from Buyer
A6.14	Elaboration Board	N	On request from Buyer
A6.15	Sprint Board	N	On request from Buyer
A6.16	Agile Kanban Board	N	On request from Buyer

Framework Ref: RM6221
Project Version: v2.0
Model Version: v3.2

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PART B - TESTING

1. DEFINITIONS

1.1   In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Component"	means any constituent parts of the Deliverables;
"Material Test Issue"	means a test issue of Severity Level 1 or Severity Level 2 as set out in the relevant Test Plan;
"Release"	shall mean a set of Deliverables, agreed by the Buyer as being something which can be released to the intended users of the set of Deliverables;
"Satisfaction Certificate"	means a certificate materially in the form of the document contained in Annex 2: issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	means the level of severity of a Test Issue, the criteria for which are described in Annex 1:;
"Test"	means a procedure intended to establish the quality, performance, or reliability of a Component;
"Test Issue"	means a test issue of Severity Level 3, Severity Level 4 or Severity Level 5 as set out in the relevant Test Plan;
"Test Issue Management Log"	means a log for the recording of Test Issues as described further in Paragraph 9.1 of this Schedule;
"Test Plan"	means a specific set of tests to be incorporated as part of a release plan;
"Test Reports"	means the reports to be produced by the Supplier setting out the results of Tests;

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"Test Specification"	means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 7.2 of this Schedule;
"Test Strategy"	means a strategy for the conduct of Testing as described further in Paragraph 4.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6 of this Schedule;
"Test Witness"	means any person appointed by the Buyer pursuant to Paragraph 10 of this Schedule;
"Tester"	means the organisation responsible for testing. Within the context of Sole Responsibility accountability this shall mean the Supplier. Within the context of Rainbow Teams or Self Directed Teams accountability for testing shall be clearly defined within the Test Strategy (since it may involve both Buyer and Supplier). Accountability may vary from Statement of Work to Statement of Work; and
"Testing Procedures"	means the applicable testing procedures and Test Success Criteria set out in this Schedule.

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2.   AGILE TESTING

2.1   Testing under this Schedule shall apply to software as well as other Deliverables (for example migration of data sets).

2.2   When requested by the Buyer, the Supplier shall, with appropriate input from the Buyer, undertake Release planning and shall produce a Test Plan.

2.3   With each Agile development iteration development teams are required to incorporate the underlying ethos of Agile testing and the Supplier shall:

> (i)   write the test script;
>
> (ii)   write the code / perform the digital activity; and
>
> (iii)   test the code / activity against the test script.

2.4   Wherever possible Testers are required to automate testing (e.g. relevant functional test cases) and automate and execute any regression tests. This shall form part of acceptance testing.

2.5   Prior to release additional tests such as, but not limited to:

> (i)   load tests;
>
> (ii)   complete regression tests;
>
> (iii)   penetration tests;
>
> (iv)   user acceptance tests;
>
> (v)   integration tests;
>
> (vi)   deployment tests; and
>
> (vii)   Release readiness tests

as agreed within the Test Plan, shall be executed by the Tester.

2.6   The Supplier shall develop reusable test scripts in a modular manner which can be incorporated within a larger library of routinely run test scripts.

2.7   The Test Strategy will define how testing within the context of iterative agile development interacts with the broader testing at Deliverable, Statement of Work and Call-Off Contract levels.

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3. HOW TESTING SHOULD WORK

3.1 All Tests conducted by the Tester shall be conducted in accordance with the Test Strategy, Test Specification and, as appropriate within an agile context, the Test Plan.

3.2 The Tester shall not submit any Deliverable for Testing:

    3.2.1 unless the Tester is reasonably confident that it will satisfy the relevant Test Success Criteria;

    3.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and

    3.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

3.3 Where agreed within the Test Plan, the Tester shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

3.4 Agile iterative tests, as agreed within the Test Strategy, shall align with the iterative development cycle and shall contribute to, but not necessarily be reflected in, the Deliverable level testing regime described within this Schedule.

3.5 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

4. PLANNING FOR TESTING

4.1 As part of the first relevant Statement of Work under the Call-Off Contract, the Supplier shall develop a relevant Test Strategy as soon as practicable after the SOW Start Date but in any case no later than twenty (20) Working Days after the SOW Start Date.

4.2 The initial Test Strategy shall include:

    4.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan relevant to the Statement of Work;

    4.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;

    4.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

    4.2.4 the procedure to be followed to sign off each Test;

    4.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

4.2.6   the names and contact details of the Buyer and the Supplier's Test representatives;

4.2.7   a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;

4.2.8   the technical environments required to support the Tests; and

4.2.9   the procedure for managing the configuration of the Test environments.

4.3   The Test Strategy shall be approved by the Buyer.

4.4   As new Statements of Work are initiated, the Test Strategy is required to be refined to reflect the specific needs of each Statement of Work and shall reflect the Test Strategy required under the Call-Off Contract as a whole.

5.   PREPARING FOR TESTING

5.1   As defined within the Test Strategy, the Tester shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the relevant Implementation Plan.

5.2   Each Test Plan shall include as a minimum:

5.2.1   the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and

5.2.2   a detailed procedure for the Tests to be carried out.

5.3   The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Tester shall implement any reasonable requirements of the Buyer in the Test Plan.

6.   PASSING TESTING

6.1   The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.

7.   HOW DELIVERABLES WILL BE TESTED

7.1   Following approval of a Test Plan, the Tester shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

7.2   Each Test Specification shall include as a minimum:

    7.2.1   the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

    7.2.2   a plan to make the resources available for Testing;

    7.2.3   Test scripts;

    7.2.4   Test pre-requisites and the mechanism for measuring them; and

    7.2.5   expected Test results, including:

        (a)   a mechanism to be used to capture and record Test results; and

        (b)   a method to process the Test results to establish their content.

8.   PERFORMING THE TESTS

8.1   Before submitting any Deliverables for Testing the Tester shall subject the relevant Deliverables to its own internal quality control measures.

8.2   The Tester shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 10.3.

8.3   The Tester shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.

8.4   The Buyer may raise and close Test Issues during the Test witnessing process.

8.5   The Tester shall provide to the Buyer in relation to each Test:

    8.5.1   a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and

    8.5.2   the final Test Report within 5 Working Days of completion of Testing.

8.6   Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

    8.6.1   an overview of the Testing conducted;

    8.6.2   identification of the relevant Test Success Criteria that have/have not been satisfied together with the Tester's explanation of why any criteria have not been met;

    8.6.3   the Tests that were not completed together with the Tester's explanation of why those Tests were not completed;

    8.6.4   the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 9.1; and

    8.6.5   the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

8.7   When a Milestone has been completed the Tester shall submit any Deliverables relating to that Milestone for Testing.

8.8   Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

8.9   If the Tester successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion.

8.10   Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain responsible for ensuring that the Testing of Deliverables are implemented in accordance with this Contract as defined within the Test Strategy.

9.   DISCOVERING PROBLEMS

9.1   Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1: and the Test Issue Management Log maintained by the Tester shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

9.2   The Tester shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Tester shall make the Test Issue Management Log available to the Buyer upon request.

9.3   The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Tester. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using an expedited dispute timetable.

10.   TEST WITNESSING

10.1   The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

10.2   The Tester shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

10.3   The Test Witnesses:

10.3.1   shall actively review the Test documentation;

10.3.2   will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

10.3.3   shall not be involved in the execution of any Test;

10.3.4   shall be required to verify that the Tester conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

10.3.5   may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;

10.3.6   may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

10.4   may require the Tester to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

11.   AUDITING THE QUALITY OF THE TEST

11.1   The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**").

11.2   The Tester shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

11.3   The Buyer will give the Tester at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.

11.4   The Tester shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.

11.5   If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Tester detailing its concerns and the Tester shall, within a reasonable timeframe, respond in writing to the Buyer's report.

11.6   In the event of an inadequate response to the written report from the Tester, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

12.   OUTCOME OF THE TESTING

12.1   The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

12.2   If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Tester and:

   12.2.1   the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

   12.2.2   the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Tester to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or

   12.2.3   where the Supplier has Sole Responsibility and where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

12.3   Where the Supplier has Sole Responsibility, the Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

12.4   The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

   12.4.1   the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

   12.4.2   performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.

12.5   The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

12.6   If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

12.7   If there are Test Issues, but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.

12.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default should the Supplier hold Sole Responsibility

12.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

12.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Tester shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 11.5); and

12.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

13. RISK

13.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

13.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

13.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1:

Test Issues – Severity Levels

1. SEVERITY 1 ERROR

1.1   This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. SEVERITY 2 ERROR

2.1   This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

    2.1.1   causes a Component to become unusable;

    2.1.2   causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

    2.1.3   has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. SEVERITY 3 ERROR

3.1   This is an error which:

    3.1.1   causes a Component to become unusable;

    3.1.2   causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

    3.1.3   has an impact on any other Component(s) or any other area of the Deliverables;

    but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. SEVERITY 4 ERROR

4.1   This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. SEVERITY 5 ERROR

5.1   This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 2:

Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement (**"Call-Off Contract"**) [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] (**"Buyer"**) and [*insert Supplier name*] (**"Supplier"**) dated [*insert Call-Off Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 15A (Health Supplier and Contract Management)

1. **DEFINITIONS**

   1.1   In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Agile"	a generic term to cover agile ways of working within the digital environment;
"Backlog"	has the meaning given to it in paragraph 2.3.1;
"Balanced Scorecard"	has the meaning given to it in paragraph 2.3.8;
"Buyer SM Event"	has the meaning given to it in paragraph 2.3.7;
"Call-Off Contract Management"	has the meaning given to it in paragraph 2.1.2;
"Call-Off Rate Card"	means the table of rates for different roles as captured in Call-Off Schedule 5A (Pricing Details);
"Collaborative Buyer/Supplier Event"	has the meaning given to it in paragraph 2.3.9;
"Call-Off Contract Manager"	the Call-Off Contract Manager appointed for the Supplier and for the Buyer in accordance with Annex 6 of this Schedule;
"Commercial Planning/Review Events"	has the meaning given to it in paragraph 2.3.4;
"Executive Sponsor"	has the meaning given to it in paragraph 6.26;
"Operational Board"	the board established in accordance with paragraph 2.3.64.1 of this Schedule;
"Operational Contract Manager"	the operational contract manager appointed for the Supplier and for the Buyer in Annex 6 of this Schedule;
"Operational Planning Event"	has the meaning given to it in paragraph 2.3.2;
"Operational Review Events"	has the meaning given to it in paragraph 2.3.3;
"Orange Book"	means the Orange Book: Management of Risks – Principles and Concepts accessible at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/191513/The_Orange_Book.pdf
"Programme"	means a programme of work, as identified by a portfolio number or equivalent;

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"Scrum Sprint"	means a time boxed period of time in which a useable product increment is created per the Scrum Guide™ (an Agile methodology);
"SOW Management"	has the meaning given to it in paragraph 2.1.1; and
"SOW Variation"	has the meaning given to it in paragraph 2.3.5.

2. OVERVIEW OF SUPPLIER AND CONTRACT MANAGEMENT

2.1 There are five levels of relationship and contract management covered by the various parts of this framework:

2.1.1 **Statement of Work Management ("SOW Management")** covering how Statements of Work (SOWs) are managed. SOW Management starts with SOWs being created and ends, typically with handover to the next SOW, as a SOW ends (see paragraph 3.1);

2.1.2 **Call-Off Contract Management ("Call-Off Contract Management")** covering the specific contract management obligations between Supplier and Buyer relating to a specific Call-Off Contract (see paragraph 3.8);

2.1.3 **Buyer/Supplier Management** covering individual relationships between the Buyer and a single Supplier. These relationships are anticipated to develop as an early part of Call-Off competition as Suppliers bid for potential work. These relationships are also anticipated to persist beyond individual Call-Offs for the duration of the Framework (and beyond, assuming Call-Offs extend beyond the formal term of the Framework) (see paragraph 3.31);

2.1.4 **Buyer Specific Framework Management**, involving the Buyer and all Suppliers under the Framework with whom the Buyer has a relationship. This level of relationship is anticipated to evolve as Call-Offs are awarded. This level of relationship is anticipated to persist beyond individual Call-Offs (see paragraph 3.40); and

2.1.5 **Framework Buyer/Supplier Management** covering "user group" topics such as:

- Innovation;
- New developments in technologies;
- Changes in digital services (e.g. the incorporation of SFIA 8 and changes to Digital, Data and Technology roles);
- Opportunities to improve the operation of the overall framework; and
- Proposed updates to the framework;

2.2 For the avoidance of doubt, by signing any individual Call-Off Contract, suppliers are obliged to meet the terms of this Schedule, as required by the Buyer, for the durations indicated at each level of relationship.

2.3 There are a number of key mechanisms for managing this Call-Off Contract set out below. This list is not an exclusive list but is designed to focus on the key principles underpinning each level of management. Also, whilst logically separated below, the Buyer may elect to combine such mechanisms:

2.3.1 **Product Backlog** (Scrum ™) or **Prioritised Requirements List** (AgilePM®) (the **"Backlog"**) which, within the context of this Contract, should be

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considered to be the cornerstone of ongoing operational management. As such it should be considered to be a live contract artefact (see paragraph 4.1);

2.3.2 **"Operational Planning Events"** or equivalent, managing the granular level refinement from Commercial Planning/Review Event level (typically at requirement/Increment level down to Scrum Sprint / Timebox (AgilePM) sized task level (to be held at the frequency given at paragraph 3.6);

2.3.3 **"Operational Review Events"** or equivalent, which provide the basis for among other things, reviewing achievements out of individual Sprints/Timeboxes, learning lessons from the previous activity and understanding the actual effort used. A summary of this will be fed into the Commercial Planning/Review Events (Scrum Sprints or reporting performance and progress of tasks into the Commercial Planning/Review Events is described below at paragraph 3.7);

2.3.4 **"Commercial Planning/Review Events"** (usually combined but may be separate events for planning and review):

- These events will refine and prioritise the main Backlog (at Deliverable Increment/user story level and above) for feeding into the more detailed SOW task level backlog managed under the Operational Planning Events described above. If the Incremental Fixed Price charging mechanism is in use under a SOW, these events will agree the "price" for a Deliverable Increment (backed up by an estimate of effort linked to the Call-Off Rate Card).
- From a review perspective, the Commercial Planning/Review Event will assess completeness of tasks and map this into acceptance of Deliverables or Deliverable Increments as well as collate actual effort spent. Acceptance certificates may be used to acknowledge completeness. The review will typically lead to invoicing and payment.
- Whilst the frequency of Operational Planning Events is likely to reflect the operational practices specific to the SOW, Commercial Planning/Review Events will normally be held on a monthly basis.
- These events are seen at the main focus points for Call-Off Contract Management activities (see paragraph 3.8).

2.3.5 **Variation and Change Management** covers minor changes to Statements of Work (**"SOW Variations"**) and more formal changes to the contract (see paragraph 4.2 below);

2.3.6 Events such as **Operational Board meetings**, where the programme or project teams may escalate topics for resolution or where material decisions may need to be made. (see paragraph 6.21 below);

2.3.7 **"Buyer SM Events"** designed to aggregate Call-Off Contract activity into an overarching view of Supplier performance and provide a means to take a holistic view of the performance and relationship with the Supplier as well as address topics escalated from individual Call-Off Contracts. If the Buyer only has one or two Call-Off Contracts with an individual supplier these events may be combined with Commercial Planning/Review Events, however the intent is to focus at the Supplier level rather than the Call-Off Contract level (see paragraph 3.39 below);

2.3.8 The **"Balanced Scorecard"**, providing the mechanism to visually summarise the status of either the Call-Off and/or Supplier performance. Whilst a large individual Call-Off may warrant a dedicated Balanced

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Scorecard, within the context of this framework it is anticipated the Balanced Scorecard will operate at the overall Buyer/Supplier level (and this is the assumption underpinning the illustrations making up the rest of this Schedule) (see 4.3 below);

2.3.9 **"Collaborative Buyer/Supplier Events"** intended to provide a mechanism to share learning, develop collective improvements, share future plans, and discuss topics which may be forwarded for consideration at the Framework level. (see 3.40 below); and

2.3.10 in order to manage the time dimension relevant to the Call-Off Contract the Buyer will require some form of delivery planning. This may be in the form of Gantt charts or project plans, or it may be in the form of agile tools such as roadmaps, Epic boards, Elaboration and/or Sprint Boards, Kanban boards, etc. (see paragraph **Error! Reference source not found.** below).

2.4 Throughout the lifetime of both individual Call-Off Contracts and the framework relationship between the Buyer and Suppliers there are risks. Risk management practices applied at Call-Off Contract level are described further at paragraph 5.

2.5 Suppliers should be aware that the Buyer will also undertake ongoing Supplier risk management activities (such as ongoing financial credit rating checks) as part of its Call-Off Contract management processes.

3. SUPPLIER AND CONTRACT MANAGEMENT LEVELS

Statement of Work Management

3.1 Other than the first SOWs under a Call-Off Contract, which will be defined by the Buyer, SOWs will generally be developed involving joint exploratory discussions between the Buyer and the Supplier. Generally speaking, inputs to the SOW are likely to include:

3.1.1 some form of road map (the context);

3.1.2 initial views on initial resource profile and technology stack and so on, used to inform the sizing of the SOW;

3.1.3 which Accountability Model (Sole Responsibility, Self-Directed Teams or Rainbow), each as defined in Framework Schedule 1 (Specification); and which pricing mechanism (Fixed Price, Capped Time and Material, or Incremental Fixed Priced); and

3.1.4 an initial Backlog (detailing requirements at an appropriate level of detail), provisional resource profile and technologies.

3.2 The operation of the Backlog is described under paragraph 4, however, at operational level it is intended to be the basis for agreeing, accepting and capturing tasks as well as related effort. There shall be a continuous alignment between the main Backlog held at Call-Off Contract level and any SOW Backlog (the Call-Off Contract level Backlog focuses on Deliverable Increments whilst the SOW Backlog level focuses on the more detailed tasks). At SOW level the Backlog should largely be operational and should be being refined to a level that can be allocated to the next sprint, timebox or equivalent (aiming to task size).

3.3 In addition to the Backlog, there will be information required by the Buyer for the purposes of recording resources (e.g. for controlling access to infrastructure), measuring performance (e.g. burn charts, etc), evidencing delivery (e.g. acceptance certificates) and so on. Annex 1 provides a provisional, non-exclusive, list of information types which may be used by the Buyer to initially specify typical requirements.

3.4 Whilst individual SOWs may operate under the Fixed Price or Incremental Fixed Price pricing mechanisms, all Call-Off Contracts shall be underpinned by an agreed set of Supplier Call-Off Rate Cards. Under all circumstances, regardless of pricing model, Suppliers shall maintain an accurate record of actual resource utilisation and to make this available to the Buyer on request.

3.5 When capturing effort, the Supplier is required to link such effort to the SOW and to the respective entry on the applicable Call-Off Rate Card as well as include period start and end date and utilised effort (in hours, days or fractions thereof as determined by the Buyer).

3.6 Operational Planning Events will be held at a frequency determined by the Buyer. The purpose will be to agree the next iteration of work (e.g. Scrum Sprint) and to refine the Backlog. The principle of ongoing refinement is a key Agile concept.

3.7 Operational Review Events will be held at a frequency determined by the Buyer. Typically, these will be at regular intervals (e.g. every month or every Scrum Sprint). Two contractual related purposes of Operational Review Events are to:

3.7.1 identify when tasks are completed and provide evidence to the Commercial Planning/Review Events that work is "done"; and

3.7.2 capture actual effort taken (versus the forecast) as a means of improving future estimates and providing the raw data for invoicing purposes.

Call-Off Contract Management

3.8 Within the context of this Call-Off Contract, taking into account the other levels of contract management, the primary purpose of Call-Off Contract Management includes:

3.8.1 establishing and managing the information flows relevant to the Call-Off Contract;

3.8.2 managing the overarching Backlog and ensuring it is continuously refined to reflect the evolving work;

3.8.3 establishing new SOWs, providing oversight of SOWs in progress and ensuring handover between SOWs as appropriate;

3.8.4 acting as the bridge between SOW management (operational) and commercial matters such as raising and managing invoices and payment, and tracking and managing commitment and spend against the overall Call-Off Contract value estimate;

3.8.5 providing oversight of the resources (Supplier Staff, Subcontractors, etc.) required to deliver the Deliverables under the Call-Off Contract;

3.8.6 creating and maintaining Implementation Plans (as set out in Call-Off Schedule 13A (Health Implementation Plan and Testing);

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3.8.7   co-ordinating with stakeholders and the Operational Board if applicable;

3.8.8   managing overall Call-Off Contract level risks, issues, escalations and commercial matters;

3.8.9   managing formal Variations;

3.8.10 acting as the linkage point into Buyer/Supplier Management;

3.8.11 maintaining and updating the Contract specific Call-Off Rate Card(s);

3.8.12 contributing to the maintenance of programme/project artifacts such as business cases, procurement packages, roadmaps, etc;

3.8.13 ensuring smooth transition and hand-over to the recipient of Deliverables (always the Buyer, but it may also be to another supplier if there is another major phase of work to be undertaken by the other supplier under a separate Call-Off Contract or SOW); and

3.8.14 monitoring Supplier performance against Material KPIs.

3.9   Typically, the Buyer shall expect oversight of SOWs to form part of the role of a core team who will persist for the duration of the Call-Off Contract. The Buyer shall consider executing a dedicated SOW (typically a rainbow team, on a Capped Time and Materials basis) for defining and managing Call-Off Contract Management activities. This would be in addition to any specific delivery SOWs. This role is not anticipated to be full time, but rather periodic (e.g. no more than a few days per month). If a single SOW is operating at any given time, the role may to be combined with others.

3.10 Whereas SOWs will often be sequential, there is no restriction on the number of SOWs that are able to be effective at any point in time. Likewise it is highlighted that Service Provisions under this framework are not lots. This means a Call-Off Contract may involve more than one Service Provision (with individual SOWs possibly commissioned to deliver distinct services).

3.11 The above activities are logically defined under the heading of Call-Off Contract Management for the purposes of this Call-Off Contract however the Buyer may choose to capture the above requirements in a manner of their own choosing.

Establishing and Managing Information Flows

3.12 Annex 2 provides an initial list of information which may be requested by the Buyer in connection with Call-Off Contract Management. The Buyer may add to this list at any point in time by notifying the Supplier in writing.

3.13 The information set out in Annex 2 shall be expected to be kept up to date by the Supplier at the refresh frequency set out in that Annex. The Supplier is required to maintain tight version control and, where noted, obtain Buyer approval to updates as the work progresses.

Managing the Backlog

3.14 The Backlog is a key artifact for Call-Off Contract Management. The Backlog shall track Deliverable Increments as they are refined during the Call-Off Contract Period, will identify which SOWs cover each Deliverable Increment, will size them (and cost them under either the Fixed Price or Incremental Fixed Price models),will provide the basis for "accepting" them and will track various other information as set out in Annex 4.

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3.15   Whilst the Buyer may choose to have a single Backlog covering each SOW and the Call-Off Contract, at Call-Off Contract level the Backlog is intended to capture the Deliverable Increments whilst delegating the detailed task-level management down to the SOW Backlog.

3.16   Payment under the either the Fixed Price or Incremental Fixed Price pricing mechanism will be based on the price agreed in advance. However, the Supplier will be expected to provide a resource estimate which, when combined with Call-Off Rate Card prices, will provide the transparent basis for the fixed price.

3.17   The Buyer may elect to use acceptance certificates for all Deliverable Increments agreed as "done" or only for key Deliverable Increments. Under the Fixed Price or Incremental Fixed Price pricing mechanisms, there shall be a clear linkage between an invoiced amount and the relevant Deliverable Increment.

3.18   In all cases there shall be a clear linkage between the Backlog and invoices submitted.

3.19   Invoice frequency may not align with Operational Review Events (e.g. invoicing may be monthly but review/planning events every two weeks). Under such circumstances, for clarity of receipting and audit purposes, unless agreed otherwise by the Buyer, work yet to be accepted at the Commercial Planning/Review Event shall be held back to the next appropriate invoice period.

Oversight of Statements of Work

3.20   Subsequent to the first SOW, new SOWs will be created and agreed under the concept of Call-Off Contract Management. It is anticipated that the team involved in Call-Off Contract Management shall develop the SOW requirements, work with the Supplier to agree the content of the SOW, and decide on the resourcing and pricing models prior to signing off the SOW.

3.21   It is the responsibility of the respective Call-Off Contract Managers to ensure SOWs are within the scope of the overarching Call-Off Contract and that budget is available under the Call-Off Contract.

3.22   It is envisaged that minor variations to in-place SOWs will be coordinated under the concept of Call-Off Contract Management

Providing oversight of resourcing

3.23   Whilst detailed planning of resource allocation to SOW tasks is handled at SOW Management level, there is an ongoing requirement to understand the total resourcing view and where resourcing is deployed at the Call-Off Contract level.

3.24   Under the Rainbow Team Accountability Model, the Buyer may have mandatory induction processes to be followed. The Supplier shall ensure that all such requirements are met where required prior to beginning work under any Call-Off Contract or SOW.

3.25   The Supplier is also responsible for ensuring that its staff (directly or indirectly employed) perform any data handover / cleansing obligations where applicable at the end of a Call-Off Contract. Call-Off Contract Management is accountable for ensuring this is done.

The bridge between SOW Delivery and payment / Call-Off Contract budget management

3.26   The Supplier shall, at all times, maintain an audit path linking delivery information together with invoice information.

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3.27   In an Agile environment, the contract value agreed at Call-Off Contract level is typically a maximum possible value rather than a committed sum. Subject to the terms of this Call-Off Contract, committed charges shall be set out in each SOW.

3.28   At all times, the Supplier shall track budgets, forecasts and actuals at purchase order level, SOW level and Call-Off Contract level and shall provide a level of granularity (e.g. monthly) as required by the Buyer.

3.29   The Supplier shall update such financial summaries to reflect any changes agreed under the formal Variation process.

3.30   The Supplier shall notify the Buyer of any forecast overspend at least 60 days in advance of such an overspend occurring.

Buyer/Supplier Management

3.31   Buyer/Supplier Management covers the overall relationship between Buyer and Supplier. If there is only one Call-Off Contract in place between the Buyer and Supplier the below activities may be combined under Call-Off Contract Management. However, Buyer/Supplier Management contains obligations which extend beyond specific Call-Off Contracts as set out below.

3.32   Buyer/Supplier Management is considered to formally start on the commencement of the Call-Off Contract. However, it is anticipated that Suppliers start to engage in Buyer/Supplier Management on an informal basis as they first become involved in a Further Competition Procedure.

3.33   From the Call-Off Contract Start Date the Supplier shall nominate a Buyer Account Manager and the Buyer shall nominate a Supplier Manager

3.34   It is expected, as part of non-Call-Off Contract-specific Supplier engagement, that the Supplier makes efforts to "understand" the Buyer. In order to improve competition and ensure a level playing the Buyer shall support attempts by the Supplier to "understand" the Buyer, without prejudicing any Further Competition Procedure.

3.35   It is recommended that, where a Supplier has not previously had a relationship with the Buyer, or specific relevant parts of the Buyer's business, that "get to know events" are facilitated by the Buyer.

3.36   Buyer/Supplier Management is considered to end on the End Date of the last effective Call-Off Contract between the Buyer and Supplier.

3.37   Whilst it is recognised that Buyer/Supplier Management may be incorporated within Call-Off Contract Management, there is certain information which may be aggregated up or is pertinent to the relationship with the Supplier. Examples of such information are listed under Annex 3.

3.38   On an ongoing basis, the Buyer and Supplier shall collaborate to ensure appropriate prioritisation of resources, focus and continuous improvement across all Call-Off Contracts between the Buyer and the Supplier.

3.39   Buyer SM Events, for handling the above matters, shall be held at a frequency determined by the Buyer.

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Collaborative Buyer/Supplier Events

3.40 Periodically, the Buyer may elect to meet with all Suppliers with whom it has Call-Off Contracts or who are actively participating in Framework business with the Buyer.

3.41 Typically such events will be held quarterly, but the frequency shall be determined by the Buyer. Suppliers should make every reasonable effort to participate in, and contribute to, such events.

3.42 The purpose of such events will typically be to:

3.42.1 provide the Buyer with the opportunity to share, on an equitable basis, future pipelines of work;

3.42.2 provide the Buyer with the opportunity to share future technology trends from the Buyer's perspective;

3.42.3 provide Suppliers with the opportunity to suggest overall improvements to the way the Framework Contract is working with the Buyer;

3.42.4 share emerging technologies coming out of Supplier activities;

3.42.5 identify where there may be market shortages in skills and discuss mechanisms (training, knowledge sharing, buddying/mentoring, etc.) to address such shortages;

3.42.6 agree proposals for possible changes to be considered by CCS;

3.42.7 discuss opportunities to improve the operation of the overall Framework Contract;

3.42.8 discuss proposed updates to the Framework Contract; and

3.42.9 any other activity which may be proposed by the Buyer.

4. KEY MECHANISMS

4.1 Product **Backlog** (Scrum®) or Prioritised Requirements List (AgilePM®) or equivalent:

4.1.1 Typical information to be held in the Backlog may be found in Annex 4;

4.1.2 The Backlog should be considered to be the operational equivalent of a change control log capturing refinements, changes, additions and deletions. The Backlog demonstrates the value delivered (even if only at Deliverable Increment) and provides an indicator on how much change the project/programme has had to absorb;

4.1.3 The Backlog evidences value delivered; and

4.1.4 Since the Backlog captures ongoing refinement, Variations should only be required to changes to funding, scope and high level Milestones/timescales.

4.2 **Variation and Change Management**

4.2.1 The term "SOW Variation" is used to describe changes to budget, timescales, and scope at the SOW level. Other than the Buyer ensuring finances are still available and that the scope of the SOW remains inside the Call-Off Contract, such SOW Variations are intended to be managed

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within the Call-Off Contract. As such extended Buyer governance is not anticipated.

4.2.2 The term "Variation", in this context, is used to describe changes to overall contract value, overall contract milestones and/or term and where overall scope requires to change and such Variations shall follow the procedure set out at Clause 24.

4.2.3 The Supplier is required to maintain copies of all Variation and SOW Variation documentation.

4.3 Balanced Scorecard

4.3.1 Where the Buyer determines, the Supplier shall work with the Buyer to develop the detail of a Balanced Scorecard.

4.3.2 The Buyer shall give notice to the Supplier as to when the Balanced Scorecard shall become effective.

4.3.3 The principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (or any later replacement) shall apply.

4.3.4 The Parties shall refer to the Balanced Scorecard Paper, Annex A: Diagram and Annex B: Strategic Themes and Critical Success Factors associated with Procurement Policy Note 09/16 (or latest equivalents) when formulating a Balanced Scorecard.

4.3.5 The Buyer may elect to apply a Balanced Scorecard either per Call-Off Contract or at Supplier level.

4.3.6 The frequency of update to the Balanced Scorecard shall be determined by the Buyer (but will generally align with Commercial Planning/Review Events at Call-Off level and/or Buyer SM Events at Supplier level).

4.3.7 An example of a Balanced Scorecard may be found in Annex 5.

5. RISK MANAGEMENT

5.1 Reference is made to the HM Treasury Green Book supplementary guidance on risk (https://www.gov.uk/government/publications/green-book-supplementary-guidance-risk).

5.2 In particular, the principles and concepts contained in the Orange Book shall underpin the risk management practices implemented under this Schedule.

5.3 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

5.4 The Buyer will aim to ensure that the placement of risk is appropriate (i.e. risk is placed where it can be influenced).

5.5 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for;

5.5.1 the identification and management of risks;

5.5.2 the identification and management of issues; and

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5.5.3   monitoring and controlling project plans.

5.6   The Supplier shall allow the Buyer to inspect at any time within the Supplier's working hours the accounts and records which the Supplier is required to keep.

5.7   The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer and the Supplier have identified.

5.8   The Buyer may elect, at any point in time, to conduct ongoing Supplier risk management as follows:

5.8.1   the Buyer may choose to use credit rating checks (such as those offered by Experian and Dun & Bradstreet) to monitor the financial health of the Supplier;

5.8.2   should the Buyer determine that a Supplier could be at financial risk, the Buyer may request financial details (including current unpublished accounts) in order to better understand any risk which could have an impact on the Call-Off Contract;

5.8.3   on request by the Buyer, the Supplier shall provide and work to a financial risk mitigation plan as a means of protecting the interests of the Buyer; and

5.8.4   the Supplier shall take reasonable steps to ensure the financial health of any Subcontractors it engages with. In the event of a potential risk with any Subcontractor the Supplier shall notify the Buyer of such risks and the mitigation actions it is taking to protect the interests of the Buyer.

6.   KEY ROLES

6.1   Key Roles and Key Staff are identified and named in each SOW.

6.2   The Supplier and the Buyer shall each nominate an Operational Contract Manager for the purposes of this Call-Off Contract through whom the provision of the Deliverables shall be managed day-to-day.

6.3   The Supplier and the Buyer shall each nominate a Call-Off Contract Manager for the purposes of this Call-Off Contract through whom commercial matters may be escalated as and when needed and at a regular frequency as determined by the Parties.

6.4   The Parties shall ensure that appropriate resource is made available on a regular basis such that the contract management aims, objectives and specific provisions of this Call-Off Contract can be fully realised.

Operational Contract Managers

6.5   Operational contract management shall cover matters including:

6.5.1   developing technical scope for individual SOWs;

6.5.2   ongoing joint management of Backlog item lists;

6.5.3   resource monitoring; and

6.5.4   progress against Deliverables and reporting and receipting of the same.

6.6   The Supplier's Operational Contract Manager shall be:

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    6.6.1   the primary point of contact to receive operational communications from the Buyer and will also be the person primarily responsible for providing operational information to the Buyer;

    6.6.2   able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Operational Contract Manager's responsibilities and obligations;

    6.6.3   able to cancel any delegation and recommence the position himself; and

    6.6.4   replaced only after the Buyer has received notification of the proposed change.

6.7   The Buyer's Operational Contract Manager is the Buyer side of the Operational Contract Management relationship, providing operational communications to the Supplier, acknowledging receipt of Deliverables, and having equivalent obligations with respect to delegation and notification of any changes.

6.8   The Buyer may provide revised instructions to the Supplier's Operational Contract Manager in regards to the operation of the Call-Off Contract and it will be the Supplier's Operational Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

6.9   Receipt of communication from the Supplier's Operational Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Call-Off Contract.

Call-Off Contract Managers

6.10   Commercial Contract Management shall cover matters including:

    6.10.1   development of commercial scope for individual SOWs;

    6.10.2   ensuring compliance with Call-Off Contract terms;

    6.10.3   oversight of commercial performance of the Call-Off Contract; and

    6.10.4   resolution of commercial issues, including any need for contractual dispute resolution or escalation.

6.11   The Supplier's Call-Off Contract Manager shall be:

    6.11.1   the primary point of contact to receive commercial communications from the Buyer and will also be the person primarily responsible for providing commercial information to the Buyer;

    6.11.2   able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Call-Off Contract Manager's responsibilities and obligations;

    6.11.3   able to cancel any delegation and recommence the position himself; and

    6.11.4   replaced only after the Buyer has received notification of the proposed change.

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6.12   The Buyer's Call-Off Contract Manager is the Buyer side of the Commercial Contract Management relationship, providing commercial communications to the Supplier and having equivalent obligations with respect to delegation and notification of any changes.

6.13   The Buyer may provide revised instructions to the Supplier's Call-Off Contract Manager in regards to the commercial aspects of the Call-Off Contract and it will be the Supplier's Call-Off Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

6.14   Receipt of communication from the Supplier's Call-Off Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Call-Off Contract.

Supplier Manager and Account/Buyer Manager

6.15   The Buyer side Supplier Manager, if named by the Buyer, is the individual with oversight of the Supplier as a whole and shall be the prime contact for the Supplier's Account/Buyer Manager.

6.16   Buyer matters which are not able to be dealt with at the Call-Off Contract level shall be escalated to the Supplier Manager.

6.17   The role shall delegate to the Buyer's Call-Off Contract Manager if not named.

6.18   The Supplier side Account/Buyer Manager, if named by the Supplier, is the individual with the relationship with the Buyer as a whole and shall be the prime contact for the Buyer's Supplier Manager.

6.19   Supplier matters which are not able to be dealt with at the Call-Off Contract level shall be escalated to the Supplier's Account/Buyer Manager.

6.20   The role shall delegate to the Supplier's Call-Off Contract Manager if not named.

Contract Boards

6.21   One or more Contract Boards may, at the Buyer's sole option be established for the purposes of this Call-Off Contract. At minimum the Supplier and the Buyer shall be represented on the board.

6.22   Where required, the board members, frequency and location of board meetings and planned start date by which the board shall be established shall be set out in Annex 6.

6.23   In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

6.24   Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

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6.25 The purpose of the board meetings will generally be to review the performance of the Call-Off Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

Executive Sponsors

6.26 Each party may elect to nominate an Executive Sponsor for the purposes of ensuring corporate alignment with the overall Buyer/Supplier relationship as well as acting as a point of escalation to assist in removing potential corporate blockers.

7. KEY INFORMATION

7.1 The Buyer requires the Supplier to provide the management information as identified in the Annexes to this Schedule. These requirements are without limitation to the Buyer's right to require the submission of information, reports, records and data as set out elsewhere in the Call-Off Contract.

7.2 The Supplier shall, within 30 days of the earliest of:

7.2.1 the date which is 30 days before the end of the Call-Off Contract Period;

7.2.2 receipt of a Termination Notice;

7.2.3 notification by the Buyer of an actual or intended Service Transfer; or

7.2.4 a written request by the Buyer,

provide the Buyer with a complete set of up to date information in respect of all types of information set out in the Annexes.

8. INVOICING AND PAYMENT

8.1 The frequency of invoicing shall be on a Monthly basis, unless agreed by the Buyer, in writing, as otherwise.

8.2 Invoices for the preceding Month shall be submitted within 10 Working Days of the end of the Month unless agreed, in writing, by the Buyer as otherwise.

8.3 Separate invoices shall be provided for each SOW, clearly identifying the Call-Off Contract and SOW which the invoice relates to.

8.4 The information to be provided by the Supplier with each Invoice shall be that identified in Annex 7.

8.5 In order to facilitate prompt payment of invoices, the Supplier shall coordinate with the Buyer to ensure acceptance of Deliverables completed.

8.6 The Buyer shall notify the Supplier of any incorrect Invoice submissions within 5 Working Days of receipt. Incorrect invoices shall include (without limitation) invoices for work which has not been accepted by the Buyer and invoices based on incorrect rates. The Supplier shall resubmit invoices once corrected.

8.7 Unless otherwise agreed, the Buyer shall pay all accepted invoices within 30 days of submission.

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9. MATERIAL KPIs

9.1 The Supplier's performance shall be measured by the Material KPIs set out in the Order Form.

9.2 The Supplier shall comply with the Material KPIs and establish processes to monitor its performance against them and the Supplier's achievement of Material KPIs shall be reviewed during Commercial Planning/Review Events.

9.3 The Buyer reserves the right to adjust, introduce new, or remove Material KPIs throughout the Call-Off Contract Period, however any significant changes to Material KPIs shall be agreed between the Buyer and the Supplier in accordance with the Variation Procedure.

9.4 The Buyer reserves the right to use and publish the performance of the Supplier against the Material KPIs without restriction.

9.5 In the event that the Buyer and the Supplier are unable to agree the performance score for any Material KPI during a Commercial Planning/Review Event, the disputed score shall be recorded and the matter shall be referred to the Buyer Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).

9.6 In cases where the Buyer Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

9.7 Failures to meet Material KPIs shall be addressed in accordance with Paragraphs 5.4 and 5.5 of Framework Schedule 4 (Framework Management).

Annex 1: SOW Management Related Information

Topic	Frequency or Details
Operational Planning Event Frequency	Monthly
Operational Review Event Frequency	Monthly

The following table provides a list of information required by the Buyer as part of the SOW Management process.

Notes:
1. There are some artifacts which held at Call-Off Management level which could equally apply at this level. Please read that list too (Annex 2).
2. Supplier and Subcontractor related topics are covered under Buyer/Supplier Management
3. This list is non-exclusive, and the Buyer may elect to include other information.

	Type of Information	Required ?	Refresh Frequency
A1.01	Backlog (Task level)	No	Operational Planning Event
A1.02	Forecast Resource Profile	Yes	Operational Planning Event
A1.03	Actual Resource Utilisation	Yes	Operational Review Event
A1.04	Task Completion Status	No	Operational Review Event
Typical Agile Artifacts (Statement of Work Information)			
A1.10	Sprint Burndown Report	N	
A1.11	Velocity Chart	N	
A1.12	Epic and Release Burndown Chart	N	
A1.13	Agile Control Chart	N	
A1.14	Cumulative Flow Diagram	N	
A1.15	Value Delivered Chart	N	
A1.16	Work Item Age Chart	N	

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Annex 2: Call-Off Contract Management Information

Topic	Frequency or Details
Commercial Planning/Review Event Frequency	[insert frequency]

The following table provides a list of information required by the Buyer as part of the Call-Off Contract Management process (note that this is a logical model and the Buyer may elect to operate "events" under different labels).

Notes:
1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period).

Ref.	Type of Information	Required?	Refresh Frequency
Contract Management Artifacts			
A2.01	Backlog (Deliverable Increment Level) (including agreements to Acceptance, Pricing, Status, etc – see Backlog for details)	No	Commercial Planning / Review Event
A2.02	List of Supplier Staff including: SOW, Unique ID, Name, Job Role, link to Call-Off Rate Card, rate, Start Date, End Date, Planned Days, Forecast Days, Actual Days, Security Level, Contractor Status, IR35 determination, etc as specified by the Buyer	Yes	Commercial Planning / Review Event
A2.03	Cost/Spend Cash Flow Data including: SOW, Budget, Forecast, Actual, links to POs, Variations, etc as specified by the Buyer	Yes	Commercial Planning / Review Event
A2.04	Risks, Issues (and Opportunities) Log including impact assessment, mitigation details, etc.	Yes	Commercial Planning / Review Event
A2.05	Any remediation plans agreed, and any progress against an agreed remediation plan.	Yes	Commercial Planning / Review Event
A2.06	Statement of any commercial issues by the Supplier during that period (late payment). Report of resolution of any previously noted items.	Yes	Commercial Planning / Review Event
A2.07	Copies of notices received and/or issues by the Buyer, and referrals to any Dispute Resolution Procedure	Yes	On demand by the Buyer
A2.08	Variations detailing material changes to scope, cost, major milestones and/or overall timescales	Yes	On demand by the Buyer
A2.09	Stakeholder Map	N	On demand by the Buyer
A2.10	Communications Plan	N	On demand by the Buyer
A2.11	Copies of all Contract related documents including referenced documents, relevant Sub-Contracts and any ancillary documents (including amendments)	Yes	On demand by the Buyer
A2.12	Current contact and address for notices under the Call-Off Contract.	Yes	Immediate and updates following any changes

Call-Off Schedule 15A (Health Supplier and Contract Management)
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Ref.	Type of Information	Required ?	Refresh Frequency

Ref.	Type of Information	Required ?	Refresh Frequency
Typical AgilePM® Products (ref: Agile Project Management Handbook by the DSDM® Consortium): https://www.agilebusiness.org/page/ProjectFramework_08_Product			
A2.20	Terms of Reference	N	[specify]
A2.21	Business Case	N	[specify]
A2.22	Solution Architecture Definition	N	[specify]
A2.23	Development Approach Definition	N	[specify]
A2.24	Delivery Plan (also under Implementation Plans)	N	[specify]
A2.25	Timebox Plans (also under Implementation Plans)	N	[specify]
A2.26	Timebox Review Records	N	[specify]
A2.27	Management Approach Definition	N	[specify]
A2.28	Feasibility Assessment	N	[specify]
A2.29	Foundations Summary	N	[specify]
A2.30	Project Review Report	N	[specify]
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[insert frequency]
Other Agile Products (courtesy Blended Agile Delivery www.thebadtoolkit.com)			
A2.40	VMOST Mission Boards	N	[specify]
A2.41	ROI Projections	N	[specify]
A2.42	EPIC Board (also under Implementation Plans)	N	[specify]
A2.43	User Stories	Y	As required
A2.44	Release Propositions	N	[specify]
A2.45	Proof of Concepts (POCs) / Spikes	N	[specify]
A2.46	Designs / UX (User Functionality)	N	[specify]
A2.47	Business Architecture Changes	N	[specify]
A2.48	Data Changes	N	[specify]
A2.49	Candidate Architectures	N	[specify]
A2.50	PTEST Requirements	N	[specify]
A2.51	Elaboration Boards (also under Implementation Plans)	N	[specify]
A2.52	Spring Boards (also under Implementation Plans)	N	[specify]
A2.53	Delivery Metrics	Y	As required
A2.54	Health Checks	Y	As required

Ref.	Type of Information	Required ?	Refresh Frequency
Contributions to Other Programme / Project Management Artifacts (not listed above)			
A2.60	Technical Requirements (Functional / Non-Functional)	N	[specify]
A2.61	Technical Constraints (e.g. compatibility with existing systems)	N	[specify]
A2.62	Pre-procurement support activities	N	[specify]

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Ref.	Type of Information	Required ?	Refresh Frequency
A2.63	Make or Buy Analysis	N	[specify]
A2.64	Technical Stack Specification	N	[specify]
A2.65	Technical Road Map	N	[specify]
A2.66	Target Operating Model	N	[specify]
A2.67	Skills Requirements Profile	N	[specify]

Ref.	Type of Information	Required ?	Refresh Frequency
Security and Personal Data Reporting Information			
A2.70	DSP Toolkit Submissions	No	Annually in arrears
A2.71	Copies of required security clearance certificates for all staff (where staff process Patient Identifiable Data or are on Buyer Premises or access Buyer Systems)	Yes	[On demand by the Buyer] [In advance of commencement of activity]
A2.72	Unique individual identifier number and full name of staff handling Patient Identifiable Data (where staff process Patient Identifiable Data or are on Buyer Premises or access Buyer Systems)	No	[On demand by the Buyer] [In advance of commencement of activity]
A2.73	Updated DPIA	N	[insert frequency]
A2.74	Completed Information Security Management (ISM) Document Set	N	[insert frequency]
A2.75	Evidence of data destruction certification	Yes	On demand by the Buyer
A2.76	Notices of any breach of data provision or security provisions	Yes	On occurrence

Ref.	Type of Information	Required ?	Refresh Frequency
Handover / Exit Related Information			
A2.80	Records required by Law as they relate to the provision of the services (including in relation to health and safety matters and health and safety files), such records to be prepared in accordance with any applicable laws or regulations.	No	On demand by the Buyer
A2.81	All training, implementation, operation and maintenance manuals related to the provision of the Deliverables.	Y	On demand by the Buyer
A2.82	All certificates, licences, registrations or warranties related to the provision of Deliverables	Y	On demand by the Buyer
A2.83	Exit Plan (and any requested updates)	Y	(see Call-Off Schedule 10: Exit Management)

Ref.	Type of Information	Required ?	Refresh Frequency
TUPE Information			

Call-Off Schedule 15A (Health Supplier and Contract Management)
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Ref.	Type of Information	Required ?	Refresh Frequency
A2.90	Details of service functions that have provided services to the Buyer, and the denoting characteristics that delineate the functions (including but not limited to function code references and names used on the Supplier's finance system, and period of time for which such code has existed).	N	On demand by the Buyer
A2.91	Details of the number of customers supported by the Supplier's named service functions.	N	On demand by the Buyer
A2.92	The Staffing Information (as defined in Call-Off Schedule 2 (Staff Transfer) Buyer in relation to an anticipated potential Service Transfer or as required to be provided under the Schedule	N	On demand by the Buyer

Call-Off Schedule 15A (Health Supplier and Contract Management)
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Annex 3:
Buyer/Supplier Management Information

Topic	Frequency or Details
Buyer SM Event Frequency	To be agreed

The following table provides a list of information required by the Buyer as part of the Buyer/Supplier Management process (note that this is a logical model and the Buyer may elect to operate "events" under different labels).

Notes:
1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period).
3. Information which could be seen to be advantageous to all Suppliers or which would be of benefit to all parties are dealt with under Buyer Specific Framework Management.

Ref.	Type of Information	Required ?	Refresh Frequency
Supplier and Sub-Contract Related Information			
A3.01	Report from the Supplier of any change to its financial standing / any change to its group structure.	Yes	On demand by the Buyer
A3.02	Request for use of any additional Subcontractors not forming part of the original Framework either: • As part of a proposed response to a new Further Competition Procedure; or During execution of an existing Call-Off Contract	Yes	Prior to competition. Prior to mobilisation (as appropriate)
A3.03	Written confirmation by the Supplier, confirmed in writing by the Subcontractor(s), that they have in a place a contract which mirrors the provisions of the Call-Off Contract with the Supplier	Yes	On demand by the Buyer
A3.04	Written assurance by any Subcontractor that the provisions under A3.03 are also cascaded down their supply chain	Yes	On demand by the Buyer
A3.05	Copies of published financial accounts	Yes	On demand by the Buyer
A3.06	In the event of the Buyer becoming aware of any financial difficulties being faced by the Supplier (as reasonably judged by the Buyer), copies of current accounts (whether published or not)	Yes	On demand by the Buyer

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Ref.	Type of Information	Required ?	Refresh Frequency
Aggregated Views			
A3.10	Summary of all Call-Off Contracts, Variations and SOWs from a performance perspective (possibly in the form of a traffic light report). All as required by the Buyer	Yes	Buyer SM Event
A3.11	Summary of cash flow (budget, forecast, actual) for all Call-Off Contracts and SOWs	Yes	Buyer SM Event
A3.12	Summary of resources deployed and any people issues requiring resolution	Yes	Buyer SM Event
A3.13	Summary of escalated risks, issues and other escalation topics (e.g. around obligations)	Yes	Buyer SM Event
A3.14	Quality Review Heat Map (or equivalent) capturing an assessment of quality against things like User needs, roadmaps, technology, delivery, transparency, decision making, go-live readiness, etc as defined by the Buyer	Yes	Buyer SM Event
Supplier (and Buyer) Performance and Continuous Improvement			
A3.20	Overall "Temperature Checks" or "Office Vibe" status or equivalent – providing 360° feedback on things like relationships, recognition, growth and development, wellness, happiness, etc (May also be at individual Call-Off Contract level)	Y	Buyer SM Event
A3.21	Balanced Scorecard (as defined in detail in paragraph 4.3)	N	Buyer SM Event
A3.22	Mutual personnel development opportunities	N	As mutually agreed
A3.23	Continuous improvement / opportunities	Y	As mutually agreed
Overall Supplier Governance			
A3.30	Summary of agreed remediation actions and their status	Yes	Buyer SM Event
A3.31	Mutual Review and endorsement of Call-Off Contract Variations	Yes	On demand by the Buyer
A3.32	Recommendations to be taken to framework level (under the management of the Authority)	Yes	As mutually agreed

Framework Ref: RM6221
Project Version: v2.0
Model Version: v3.1

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Annex 4:
Product Backlog/Prioritised Requirements List

Please refer to 'Annex 4: Call-Off Schedule 20 – Product Backlog Item List', within 'Call-Off Schedule 20 (Call-Off Specification)'.

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Annex 5: Balanced Scorecard (Example)

1. In addition to the Supplier's performance management obligations set out in the Framework Contract, the Buyer and the Supplier may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard examples below). However, the Balanced Scorecards may change and be amended over the life of the Contract.

Example 1

Example 2

Call-Off Schedule 15A (Health Supplier and Contract Management)
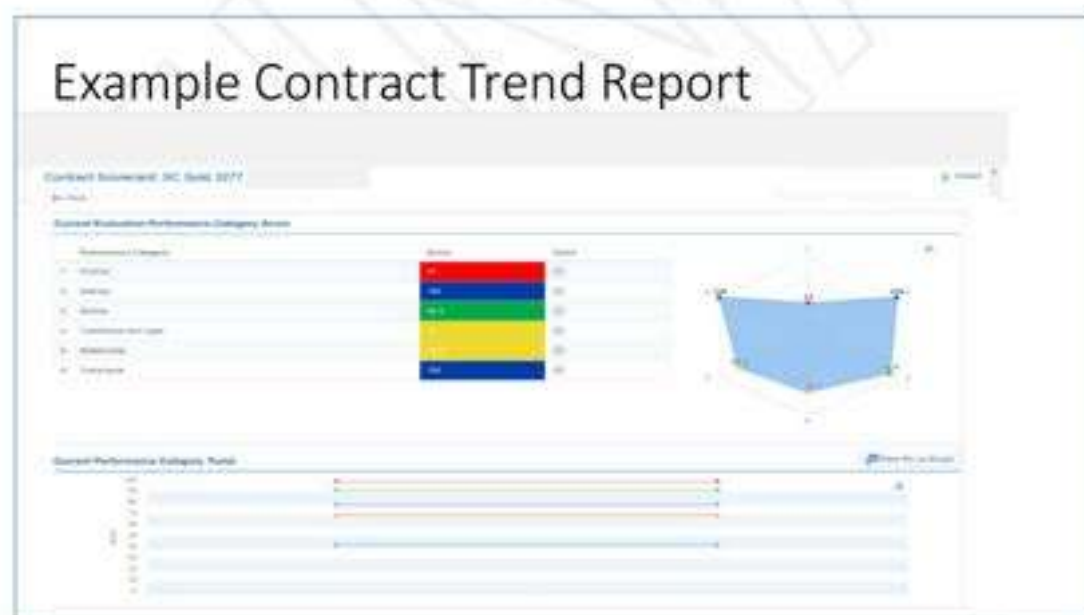Call-Off Ref:C55274 Plat - IAM Client and Credentials
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Example Contract Trend Report

Example 3

Example Contract Trend Report

Example 4

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Example Contract Scorecard - Contract Comparison

2. The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against key performance indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.

3. The recommended process for using the Balanced Scorecard is as follows:
   - The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
   - On a pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance
   - Following the initial rating, both Parties meet to review the scores and agree an overall final score for each key performance indicator
   - Following agreement of final scores, the process is repeated as per the agreed schedule.

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Annex 6: Contract Boards

If required, the Parties agree to operate the following boards at the locations and at the frequencies set out below:

Meeting	Purpose	Location	Frequency
1.			
2.			
3.			
4.			
5.			

Named Operational Board Members	
Buyer	
[Title 1]	[insert name]
[Title 2]	[insert name]
[Title 3]	[insert name]
Supplier	
[Title 1]	[insert name]
[Title 2]	[insert name]
Other	
[Title 1]	[insert name]
[Title 2]	[insert name]

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Annex 7: Information to be provided on Invoice

The following information is required the be provided along with each invoice:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.1	Details of the reference for the Call-Off Contract.	All	with each invoice
1.2	Details of the reference of the Statement of Work. To include reference to Milestones.	All	with each invoice
1.3	Details of the reference of the Variation.	All	with each invoice
1.4	Unique invoice number.	All	with each invoice
1.5	Buyer Purchase Order number (allocated on a per Programme basis by the Buyer).	All	with each invoice
1.6	Date of invoice.	All	with each invoice
1.7	Portfolio reference and programme name.	All	with each invoice
1.8	The period(s) to which the relevant Charge(s) relate.	All	with each invoice
1.9	Details of payments due in respect of achievement of a milestone.	All	with each invoice
1.10	Details of any service credits or similar incentives that shall apply to the charges detailed on the invoice.	All	with each invoice
1.11	The total charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Buyer under the terms of this Call-Off Contract, and separately.	All	with each invoice
1.12	Any VAT or other sales tax payable in respect of the same.	All	with each invoice
1.13	A contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries.	All	with each invoice
1.14	The banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).	All	with each invoice
1.15	Detailed time sheets for any time and materials-based pricing, including unique individual identifier number (and same number to be used in all correspondence, reports, provision of information etc. in relation to Supplier's staff), and full name. To include description of type of work undertaken, role and Team description.	All	with each invoice
1.16	Copies of invoices including VAT information for any expenses-based disbursements and deductions.	All	with each invoice
1.17	Asset number/ Asset type, (hardware/software, perpetual licence or subscription) description and period covered of any purchased / licensed / leased items.	All	with each invoice
1.18	Where appropriate, details of user stories worked on by each individual.	Software Development services	with each invoice

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The information below offers an example of how various types of charges might be best detailed on an invoice:

Buyer Details					Supplier Details		
Buyer Details					Supplier Details		
Buyer Details					Supplier Details		
Buyer Details					Supplier Details		
					Invoice #		xxxxx
					Invoice Date		xx/xx/xx
					Purchase Order		xxxxxxxx
Portfolio Ref (P0xxx/xx)		Programme Name					
SOW xxx	Variation (CCNxx) SOW Title						

Milestone		xx			Period	xxxx	
Deliverable	Reference #	Description of Work completed					Amount
Deliverable	Reference #	Description of Work completed					Amount
Deliverable	Reference #	Description of Work completed					Amount
Deliverable	Reference #	Description of Work completed					Amount

Team	Description			Period	xxxx		
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)	Day Rate	Days		Amount
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)	Day Rate	Days		Amount
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)	Day Rate	Days		Amount
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)	Day Rate	Days		Amount
Name	Role	unique individual identifier #	Type of Work (e.g Live Service, Development, Discovery)	Day Rate	Days		Amount

Hardware				Period	xxxx		
Product	Product Code	Serial #	Type (e.g. Server, Laptop, Tablet, Mobile Phone)				Amount
Product	Product Code	Serial #	Type (e.g. Server, Laptop, Tablet, Mobile Phone)				Amount
Product	Product Code	Serial #	Type (e.g. Server, Laptop, Tablet, Mobile Phone)				Amount

Software License				Period	xxxx					
Product	Description	Perpetual/Subscription		Licence Period	From	To	# Users	Amount
Product	Description	Perpetual/Subscription		Licence Period	From	To	# Users	Amount
Product	Description	Perpetual/Subscription		Licence Period	From	To	# Users	Amount

Expenses				Period	xxxx		
Name	Date Incurred	Type (Travel, Accomodation etc)	Description including Provider				Amount
Name	Date Incurred	Type (Travel, Accomodation etc)	Description including Provider				Amount

Credits			Period Applied xxxx	
Description			Period Relates Too	Amount
			Net Total	£XXX
			VAT / Sales Tax	£XXX
			Gross Total	£XXX

Banking Details
Account Name:
Bank:
Sort Code: Supplier Finance Department
Account No: Contact Name:
IBAN Code: Contact Number:

VAT Number:

Framework Ref: RM6221
Project Version: v2.0   28
Model Version: v3.1

Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and

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"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

2. When you should use this Schedule

2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.

2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.

3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 **Benchmarking Process**

3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

(a) a proposed cost and timetable for the Benchmark Review;

(b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

(c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

(a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

(i) market intelligence;

(ii) the benchmarker's own data and experience;

(iii) relevant published information; and

(iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

(b)   by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

(c)   using the Equivalent Data, calculate the Upper Quartile;

(d)   determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6   The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7   In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

(a)   the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);

(b)   exchange rates;

(c)   any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3   Benchmarking Report

3.3.1   For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2   The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

(a)   include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;

(b)   if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and

(c)   include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

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3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on the Contract.

2. Definitions

"**Relevant Conviction**" means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

(a) carry out a check with the records held by the Department for Education (DfE);

(b) conduct thorough questioning regarding any Relevant Convictions; and

(c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Call-Off Schedule 18 (Background Checks)
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Annex 1 – Relevant Convictions

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer's under this Call-Off Contract

Abbreviations

Abbreviation	Full Title
API	Application Programming Interface
CIS	Care Identity Service
CA	Certification Authority
CMS	Credential Management Services (formerly Card Management Service)
DevOps	Development and Operations as a combined function
EPR	Electronic Patient Record
EPS	Electronic Prescribing Service
e-RS	'e' Referral Service
FIDO	Fast Identity Online
HMPO	Her Majesty's Passport Office
HSCN	Health and Social Care Network
IAM	Identity and Access Management
NHSD	NHS Digital
NWR	New Work Request
OIDC	OpenID Connect
PKI	Public Key Infrastructure
RA	Registration Authority
RSS	Remote Signing Service
SAML	Security Authentication Mark-up language
SLA	Service Level Agreement
SofS	Secretary of State
SSO	Single Sign-On
URS	User Registration Service

Glossary

Term	Meaning
'clients and credentials'	The user-facing components of the IAM Platform, including authentication devices and code deployed to user devices

1. Context

NHS Digital is the national information and technology partner for the health and care system. Its role is to harness the power of information and technology to make health and care better for the care professionals and people who work in the service, and for the people who receive them. NHS Digital is responsible for designing, delivering, and managing essential technology infrastructure, data and digital services, products, and standards that health and care professionals use every day to deliver better health and care outcomes. That means more digital services designed around the needs of our health and care professionals, patients and public. Services that offer simple and speedy access to the information and data that matters, whenever and wherever it is needed. Cost effective, sustainable solutions that improve investment value, accelerating the digital transformation of the NHS.

Within NHS Digital the role of the Platforms Directorate is to connect and deliver resilient national infrastructure, platforms, and applications to ensure health and care is sustainably delivered in a digital world. This means designing and building integrated and interoperable platforms, leveraging open standards and Application Programming Interfaces (APIs), and stimulating competition and innovation.

The Buyer is responsible for the day-to-day operational management and development of the NHS Digital Identity & Access Management (IAM) Platform which is used across a range of NHS services to ensure that only authorised individuals (using a Role Based Access Control model) can access patient related and other services

The Buyer currently delivers its IAM Platform solution via Care Identity Service (CIS) and NHS Identity, both of which are used for clinical users and systems wishing to connect to national NHS Digital services, such as Spine.
CIS and NHS Identity are currently operated as discrete services with data synchronisation between them and are managed and supported by separate DevOps teams operating within a single management structure.

CIS uses physical smartcards as its primary means of user authentication, with virtual smartcards being a recent addition on the back of work to open up the offered APIs. Access is solely over the Health & Social Care Network (HSCN) and is only provided at the higher Authentication Assurance Level 3 (AAL-3). CIS provides identity registration, authentication, and authorisation functionality for over 1.2 million care workers and health professionals and 28,000 system endpoints across 21,000 organisations. In a typical day 600 new identities will be created, 3,000 new credentials/smartcards will be issued and there will be 400,000+ authentications.

NHS Identity also provides authentication and authorisation functionality, and currently relies on CIS for identity registration. NHS Identity was introduced to support more open and modern methods of authentication, and to provide these

over the internet for users at all authentication assurance levels. It currently has around 5,000 users (and growing) and is intended to be the basis for a single and more flexible user authentication solution moving forward, replacing CIS in the process.

2. Scope

This call-off contract is to support and take appropriate responsibility for the delivery of the Buyer's outcomes related to the effective and efficient DevOps operation of the user-facing 'clients and credentials' components and services within the Identity and Access Management Platform.

This includes both the day-to-day operations (running the service including incident management utilising the Buyer's Service Management toolkit) and ongoing maintenance within agreed service level agreements to sustain 24x7x365 user availability for authentication, as well as the development and safe delivery of appropriate work items from the Buyer's prioritised backlog.

As outlined in Section 1 (above) the Buyer currently operates two identity, authentication, and authorisation services – CIS and NHS Identity – within its Identity and Access Management Platform, each supported by its own dedicated DevOps team.

Over the lifetime of this call-off contract the Buyer intends to merge these two core services into a single flexible identity registration, authentication, and authorisation solution. In doing so the Buyer is aiming to leverage the best operational practices of the current Care Identity Service with the open standards and use of modern technology available via its NHS Identity service.

In addition to the central services offered by CIS and NHS Identity, there are also user-facing 'clients and credentials' services using client-side technologies such as smartcards, secure cross-platform USB authenticators keys and client-side services such as Windows Hello for Business. These are currently run across IAM teams and the Buyer's intent is to combine them into a single DevOps team with responsibility for the development and operation of all client-side technology, distinct from the core 'back-end' IAM Platform.

This agreement covers the development and support of these 'clients and credentials' components, with the core CIS and NHS Identity services being covered under a separate agreement and being run and operated by a separate DevOps team.

The core IAM services are highlighted here because effective integration between them and the user-facing 'clients and credentials' components (covered under this agreement) is critical to overall success, and will require close collaboration between all IAM DevOps teams.

The Buyer recognises that a proactive, professional, and appropriately experienced/skilled development and operations (DevOps) capability is key to ensuring that its current IAM Platform delivers maximum user value in a cost-effective manner to meet the Buyer's Service Management standards <u>and</u> achieves the Buyer's' strategic goal of a combined single identity registration, authentication, and authorisation service.

Therefore, the scope of this call-off contract is for the Supplier to support the Buyer (taking appropriate delivery responsibility as an engaged and committed delivery partner) in the day-to-day support and relevant development of the 'clients and credentials' components of its Identity and Access Management Platform. This includes the user-facing components currently supported by both the Care Identity and NHS Identity services.

This will require close collaborative working between the individual DevOps teams to ensure the Buyer's twin goals are achieved efficiently and effectively. There will be a requirement for the 'back-end' IAM Platform DevOps team and the user-facing 'clients and credentials' DevOps teams to work effectively together on the key integration points between them to ensure that new methods of authentication which might be offered to users are fully supported by effective APIs and other back-end

services. Each will maintain separate backlogs and retain high-levels of autonomy, but both will be aligned to common engineering and strategic goals.

The overall IAM Platform is a national (Platinum SLA) service which is crucial to the efficient and effective operation of the NHS and numerous Social Care objectives/outcomes. It is supported by both out of hours and on-call arrangements to maintain its 24x7x365 availability targets.

The 'clients and credentials' components of the IAM Platform, however, are currently supported within a less stringent Silver SLA as the ability to deploy fixes client-side is limited by local IT teams' abilities to roll them out to their users. Therefore, it is expected that the 'clients and credentials' components will need to operate 24x7x365 use, but only be supported at Silver level.

2.1 Geographical Scope

2.1.1 Target Geography

The Buyer's Identity and Access Management Platform provides a service to support the NHS and appropriate Social care settings in England. However, through Memorandums of Understanding and other arrangements it is used in limited way by Health and Social Care professionals and others in Scotland, Northern Ireland, and Wales. The requirement for Identity and Access Management Platform services to be available outside of England will have no material impact on the requirements of this call-off contract including the physical location of resource or the skills and experienced required. The target geography of the Identity and Access Management Platform is entirely managed by and is the responsibility of the Buyer.

2.1.2 Delivery Geography

The 'delivery geography' relevant to this call-off contract is not related to where services are 'consumed' but to the organisation/location of the Buyer's development and delivery capability.

The Buyer's Identity and Access Management team are currently based in the NHS Digital Leeds hub. It is key and critical that all members of the team (and where appropriate in other areas of the Platforms Directorate and NHS Digital) work together in ways which maximise effectiveness, efficiency, innovation, and delivery velocity. How they collaborate, communication, coordinate and come together e.g. on joint development tasks, to share knowledge and experience and via ceremonies such as stand ups and retrospectives is therefore very important.

The Buyer recognises that as a result of estate and local market challenges, opportunities available via collaboration technologies and learning from a sustain period of remote working that without compromising delivery capability/value for money it has to/can move to a more location agnostic model. The Buyer will therefore consider the optimum location approach to support the delivery of the requirements outlined in this call-off contract and related Statement of Works on a case-by-case basis as outlined by the Supplier, the objectives to be achieved and

the consideration of appropriate costs and benefits. This may include offshore working but not in circumstances which involve the storage, transport, access or use of sensitive data/Production environments. The Buyer may wish to invoke different charging models based on the location of Supplier resources.

The locations of the Services will be delivered to:

Location	National (outside Greater and Central London)	London (within Greater and Central London)	Leeds	National Home
Main Location	N	N	Y	N
Additional Location(s)	N	N	N	Y

The Buyer is intended to operate a flexible location policy with regard to the operation of its Identity and Access Management Client and Credentials team but is expecting 60% of work time will be based in Leeds.

2.1.3 Organisational Scope

The NHS Digital Platforms Directorate is responsible for the safe, effective, and efficient development and operation of the Identity and Access Management Platform. In doing so it is supported by and works closely with other areas in NHS Digital particularly Service Management, Data Management, Clinical Safety, Cyber Security and Solution Assurance.

2.2

2.2.1 Target Sectors

Target Sectors details are contained in: The Buyer's Identity and Access Management Platform, and its 'clients and credentials' components, are crucial to the effective and efficient operation of myriad of health and social care systems and services, and as such the work of health and social care professionals which use and rely on them. See Annex 1 for more information.	Annex 1

2.2.2 Target Users

As a Platform delivering a national service which is crucial to the effective and efficient operation of the NHS, the Buyer's Identity and Access Management Platform has many different users/usages across a wide range of health and social care settings both within the primary and secondary care sectors.

Any involvement of users of the Identity and Access Management Platform in the development, selection and testing of functionality or service delivery etc will be specified and agreed on a case-by-case basis. However, it also has to be highlighted that delivering user value is at the core of our development approach.

2.3 Stakeholders

The Identity and Access Management Platform is a critical to the effective and efficient operation of the NHS and associated Social Care settings. As the primary vehicles for authenticating users of, and therefore allowing access to, health and care related IT systems both Care Identity and NHS Identity services are required to be available for user authentication 24x7x365.

As such there are many stakeholders and interested parties who contribute directly and indirectly (and at a macro & micro level) and will be impacted by the scope of this call-off contract. These include:

- Ministers responsible for health, social care and spending policies and priorities;
- Government departments and relevant arms-length bodies responsible for the strategic delivery of government priorities, for the allocation of available funding and health and social care outcomes. These include the Department for Health and Social Care, NHS England, and NHS X;
- Citizens who use Health and Social Care services which are supported by NHSD Platforms and/or those interested in ensuring that those services provide the most cost effective and appropriate outcomes;
- Health and Social Care sector professionals and practitioners who rely on the NHSD Platforms to access a range a key services;
- NHS Digital functions such as Service Management, Finance, Assurance, Strategy, Data Management and Security who through their various responsibilities and areas of expertise enable, manage, and support the delivery of the NHSD Platforms;
- NHS Digital Platform Directorate who is responsible for ensuring that the IAM Platform efficiently, effectively, and securely supports the day to day operation of NHS and Social Care deliverables.

2.4 Timing Scope

This call-off contract is dependent in whole and in part on funding being agreed for the period of its duration, which in turn may be impacted by government,

departmental and organisational priorities. However, as a critical national service it is unlikely that there will be insufficient funding for the run (including proactive incident management) and maintenance activity particularly where services are required to be available for user authentication 24x7x365.

2.5 Life-Cycle Scope

The focus of this call-off contract is the effective and efficient running, maintenance, and appropriate development of the Buyer's 'clients and credentials' components of the Identity and Access Management Platform. Whilst the core IAM Platform will continue to operate within the Buyer's most stringent Platinum Service Level Agreements, the 'Clients and Credentials' components will need to operate 24x7x365, with a Silver level of support.

This includes managing incidents using the Buyer's Service Management toolkit, triage processes and the potential for out of hours/on-call working during high impact incidents.

The ability to effectively manage and resolve incidents and fully support users in implementing resolutions is crucial not only to the users (practitioners, patient, and citizens) for whom services are provided, but also for the reputation and efficiency of NHS Digital.

Working closely with the Supplier and appropriate stakeholders, the Buyer will select appropriate items from its prioritised backlog for discovery and/or development and live deployment by its Identity and Access Management Platform DevOps team. These decisions, led by the Buyer's Identity and Access Management Platform Product Owners, will be made on the basis of priority; taking into consideration resource availability, value for money and overall benefit to the user in improving health and care outcomes.

These changes (and those to deployed on/becoming part of Identity and Access Management Platform but developed outside of this call-off contract) will have to conform with the Buyer's change and release management processes and, once implemented, will fall within the IAM Platform 'Clients and Credentials' DevOps' team run and maintain responsibilities.

As part of the Buyer's overall Identity and Access Management Platform DevOps team, the Supplier will have to work effectively with the other parties responsible for changes to be deployed on/integrated with the Identity and Access Management Platform and the client estate to ensure implementation and operation in live is in line with agreed delivery outcomes and service management agreements.

As such, the Supplier will have a key role in managing work onto, as well ensuring the effective operation of, the user-facing Identity and Access Management Platform components.

2.6 Technical Scope

2.6.1 Core Technical Capabilities

Technology Capability details are contained in: The primary focus of this call-off contract is for activities which support and underpin the development, support and maintenance of the current user-facing Identity and Access Management Platform components and, over time, the introduction of new client and credential technologies to meet user needs through the open standards and supporting services of the IAM Platform. Continual improvement (in which the Suppliers involvement is crucial) is central to the Buyer's development and delivery approach. There are current delivery plans in place for the widescale roll out and adoption of improvements to the current 'Clients and Credentials' components, as well and intent to promote the introduction of new and emerging user-facing technologies . See Annex 2 for more information about the user-facing Identity and Access Management Platform components and their technical capabilities and requirements.	Annex 2

2.6.2 Diagram of the Technical Scope

The following diagrams show the simplified Tech Stacks for the current Identity and Access Management Platform comprising Care Identity Service (both on perm and in the cloud) and NHS Identity. The Buyer is planning to move its entire Care Identity Service to the Cloud in 21/22. Any decommissioning activity resulting from this change will be managed by the Buyer.

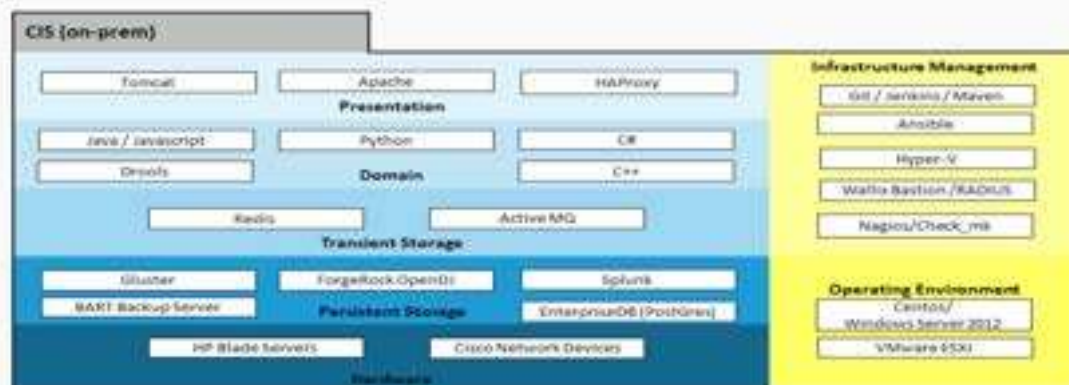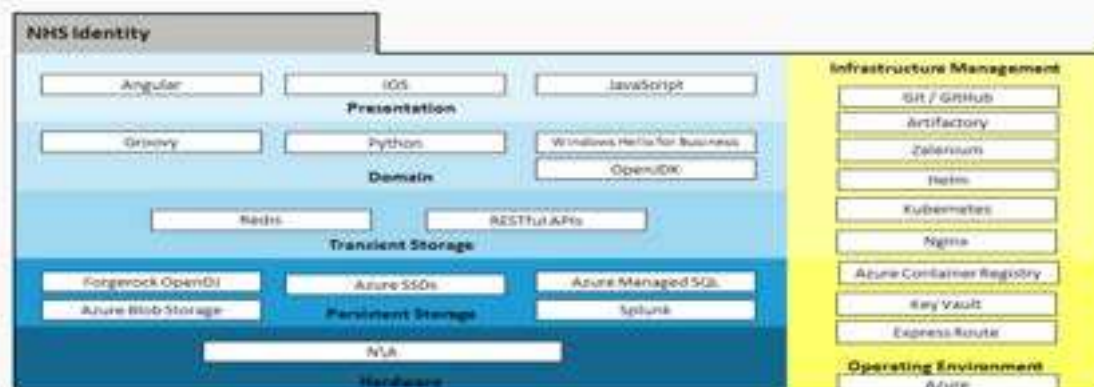## CIS Tech Stack

CIS-to-Cloud Tech Stack
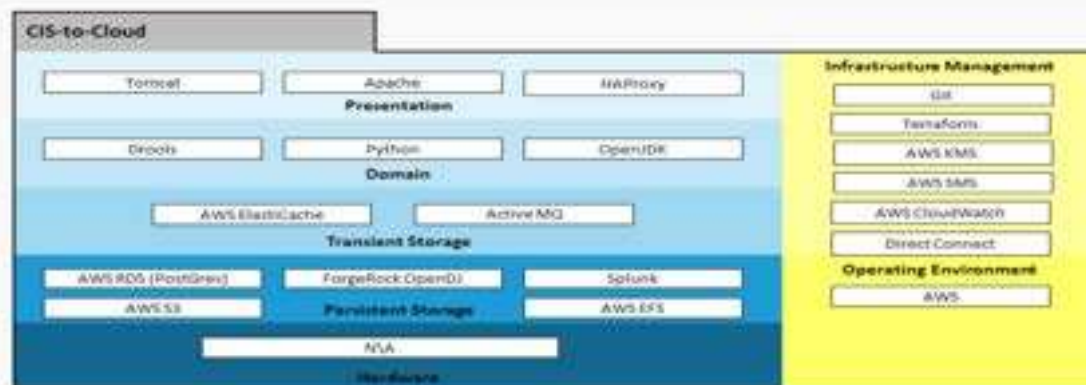
NHS Identity Tech Stack

Supplementary to the above, the following associated technologies are used across IAM:

- Oracle Java 8 Applets
- Javascript

- C / C++ / C#,
- .NET Framework,
- SignalR,
- Entrust Authority Security Manager,
- ISO/IEC 7816 Smartcards
- Personal Identity Verification (PIV) devices
- FIDO2 and supported devices and services such as hardware-based authenticators, Windows Hello for Business and device/platform-specific biometrics-based user authentication
- OpenID Connect
- OAuth
- WebAuthn

2.6.3 Technical Scope Exclusions

The technical scope of this call-off contract is the Buyer's current user-facing 'Clients and Credentials' components within the Identity and Access Management Platform. However as highlighted in other areas of this Statement of Requirements, the Buyer wishes to work with a Supplier who can help it improve the effectiveness and efficiency of the way it delivers it business s objectives via the Identity and Access Management Platform.

Note that in addition to the clients and credentials services, there are also the central services offered by CIS and NHS Identity. These provide the core, back-end services on which user-facing components rely for authentication, and authorisation.

These core back-end services will be developed and operated under a separate agreement and are not included within the scope of this agreement.

They are highlighted here for completeness and because effective integration between the 'Clients and Credentials' components covered in this agreement and the central IAM Platform (covered in a separate agreement) is critical to success, and this will require close collaboration between all IAM DevOps teams.

2.6.4 Interoperability Considerations

As per Framework Schedule 1 (Specification) para 13.2 the Supplier is required to assist the Buyer in supporting the interoperability of its systems. This includes, when requested, working on systems and deliverables outside the scope of this Call-off contract in circumstances in which the Suppliers skills, experience and knowledge will support the Buyer in the delivery of its wider business s objectives. This may include (but is not limited) to the following activities (as described in Framework Schedule 1 (Specification) para 13.2.2):

- supporting service queries, requests, incident resolution;
- other development, test, assurance, and operation activities; and
- knowledge sharing and skillset transfer between teams (including Buyer teams and other suppliers.

The Buyer will agree with the Supplier when this Interoperability clause needs to be invoked, which for planning purpose it is assumed will be no more than 25% of the total resource effort/requirement outlined in this call-off contract.

2.7 Requirements

As outlined below, the requirements appropriate to this call-off contract are to work proactively and collaboratively as one team within the Buyer's blended/rainbow team (or other team structure depending on Buyer's requirements/outcomes being sought) to provide an effective and efficient DevOps capability undertaking the following activities. In doing so, the Supplier will need to fully satisfy the Buyer's following key requirements:

- provide and resource required personal hardware and software (for example DevOps-class laptop) to support the delivery of the Buyer's outcomes;
- be available for out of hours and on-call working to support the delivery of a 24x7x365 services (as required);
- work effectively from locations other than Buyer's accommodation;
- be available (if required) to visit/work from Buyer's selected accommodation/location including data centres and customer sites;
- fully enable and support compliance with Buyer's Service Level Agreements;
- demonstrate required operational delivery competency in the technologies and software, etc. as used by the Buyer;
- demonstrate full compliance with Buyer's security requirements;
- work effectively within, and support the development of, the Buyer's delivery approach, culture, and ways of working;
- demonstrate experience and competence in the delivery of a dynamic development and operational (DevOps) capability supporting high-volume, high availability, critical national infrastructure services as required by the Buyer;
- support – as a fully invested delivery partner – the delivery of the Buyer's outcomes;
- work effectively within, and maximise the value of the Buyer's agile delivery approach;
- ensure that incidents, problems, and defects are detected, managed, and resolved in accordance with the Buyer's operating processes including use of its Service Management Toolkit;
- support the Buyer's commitment to continual improvement, maximising delivery efficiency, technology utilisation and innovation;
- work collaboratively with all involved/interested parties (including Buyer's staff and the wider user estate) to deliver agreed outcomes including effectively and efficiently transitioning work into (including from other suppliers) and out of (including to other suppliers) the Buyer's IAM DevOps team;

- provide suitability skilled and experienced resources with the required aptitude and approach to deliver the Buyer's outcomes;
- be flexible in its approach to the delivery of the Buyer's outcomes including via its resource management e.g. efficiently removing/replacing resources when required and ensure appropriate succession planning;
- compliance with the Buyer's code development and deployment approaches, including use of peer reviews, test-driven development, test automation and code promotion using a Path-to-Live approach;
- provide and proactively manage an onboarding and delivery transition and implementation plan to ensure they can fully support the Buyer in the effective operation of its Identity and Access Management Platform;
- bring value add to the delivery of the Buyer's outcomes.

How the Buyer organises its Identity and Access Management Platform DevOps function, the key responsibilities of its DevOps team, the outcomes it needs to deliver, as well as the context, culture and approach which inform, frame and supports how it operates are described below. As part of its requirement for continual improvement, the Buyer wants to work with a Supplier who can help maximise its operational efficiency and effectiveness, It is critical that the Supplier recognises the fundamental importance to the Buyer that its DevOps team continues to develop <u>and</u> operate its Identity and Access Management Platform and how both these key objectives contribute to its availability, user value and effectiveness.

Run

This covers the ongoing work intended to 'keep the lights on', i.e., provide defect and bug fixes, support incident resolution, and otherwise support the live service to allow it to meet or exceed the requirements placed upon it by its Silver SLA status. It is expected that during the usual running of the service, there will be opportunities to incrementally improve the service outside of adding new user functionality and features. There are three key themes of 'lights on' (Run) work:

1. Providing operational cover for the service to enable effective incident and problem resolution. This includes ensuring effective incident and problem management processes are undertaken and deploying speedy and effective fixes to all service impacting incidents; in conjunction with the central IAM Platform DevOps team and/or users' local IT teams.
2. Diligent defect management to identify and address issues following the deployment of code or other changes into live service. This differs from incident resolution in that defects can be detected through a variety of means and might not have had any live service impact before they need to be addressed. Opportunities for incremental improvement might also be detected here, for prioritisation and delivery. The Buyer's defect management approach applies to all issues as they impact the delivery of the IAM live service and not on the basis of how they arose e.g. who was responsible for the change to which the issue relates. The Buyer will use the learning from the identification and resolution of defects to inform its continual improvement and contract management processes.

3. Underpinning the above is a need to diligently support the service by following organisational and operational processes. Common examples include the overheads of due process covering financial and commercial matters, team and staffing management, provision of adequate procedural and operation documentation, attendance, and support for operational and security reviews, and managing a relationship with key stakeholders and the user community. Also assessing and impacting requests for change from external sources. Basically, undertaking all the expected BAU operational overheads of running a critical service.

Triage

The Identity and Access Management Platform 'Clients and Credentials' DevOps team are responsible for undertaking triage work to identify, prioritise and allocate resources to resolve operational issues in the most effective manner possible. They act as third line support to assist in the investigation and resolution of technical issues from a service incident utilising when required the Buyer's Service Management Toolkit. As a critical service, this triage responsibility could extend to out of hours cover on a rota basis.

Release Management

The Identity and Access Management 'Clients and Credentials' DevOps team are also responsible for the regular release process. A release cut is taken ahead of the live release and a mix of automated and manual regression, non-functional and security testing is undertaken across all the key client-side desktop operating environments.

Releases are typically quarterly, but smaller and more regular maintenance releases may be required to address issues or provide more general user improvements. Note: The regularity of these releases is based on priority and the ability of users' local IT teams to test, accept, and deploy them to their users' devices. Therefore, releases typically comprise making updates to user-facing components widely available, and promoting their adoption.

There may be an occasional need to work with other suppliers and local IT teams to help support the deployment of components to their users, but this is typically only required in the initial releases of new components. Supporting these initial releases provides essential operational intelligence which can be used to further improve future releases and to influence the overall IAM roadmap.

Maintain

The work required to maintain the Identity and Access Management Platform 'Clients and Credentials' components is intended to ensure ongoing improvements to stability, operational efficiency, and longer-term sustainability. It is typically not intended to improve or otherwise enhance the functionality or features of the service offered to the user, but these may be included where opportunities present themselves.

For example, an essential security update might also contains new features and functionality which could be exploited later for the user's benefit.

There are two key themes of maintenance work:

1. Ensuring preventative and proactive maintenance activities are undertaken to ensure that components are kept abreast of the ever-changing operational needs of Security, suppliers, Service Management, and users. This will typically be satisfied by ongoing updates and patches to components as well as swap-out replacements for outdated or no-longer-supported components.
2. Ensuring opportunities to reduce operational overheads (and hence costs) are identified and work undertaken to realise these benefits. This is essential to offset the expected rise in operational overheads due to tech atrophy and the growing impact of tech debt which might not have been paid off in good time

Whilst the nature of the above work is well understood, the specific needs, resources and associated skills and capabilities required to deliver them are unknown and will inevitably need to change over time. For example:

- Significant new security exploits will be discovered, and specific action will be required at short notice. This may require patching and/or specialist development work to mitigate the risks. Once the work is completed, specialists will no longer be required. As vendors introduce new technologies, and deprecate old, there may be a requirement for them to be updated to remain within support agreements. This also extends to commercial agreements, where changes of suppliers and/or supply agreements require subsequent changes to the underlying components within the service. Implementing these changes may require additional resource and/or specialists who, once the work is complete, may no longer be required for implementations but may be retained for support and maintenance. Where alternative components offer improved serviceability and/or reduce overall operational complexity, there will be work required to exploit these benefits. As above, these may require additional and/or specialist resources to implement and/or maintain these components once in place.

Annex 4 contains a list of Identity and Access Management Platform activities which are currently on its 21/22 maintenance backlog

Transform

The Buyer's overall Identity and Access Management Platform DevOps teams will need to support the release and ongoing operation of (as part of run and maintain activities) the following ongoing, scheduled, or likely to be undertaken transform work items.

The precise nature of that support will be defined once the services are ready for release into production and any transition or adoption plans have been agreed but will be in line with the Buyer's agreed Service Management and Platform maintenance standards.

- **Entrust Virtual Smartcards** – a smartcard alternative using mobile devices

- **Credential Management Service** (CMS) – an updated version of the current Card Management Service (CMS) which removes the dependency on Oracle Java 8 (specifically applet technology) to allow use of modern browsers and improve the overall client security position.
- **PIV smartcards** - to enable vendor-agnostic supply of open standards-based smartcards and other devices. The move to fully supporting PIV will require refactoring and potential rewriting of key parts of the current IAM 'Clients and Credentials' components, to remove vendor-specific code and replace with more open, vendor-agnostic equivalents.
- **FIDO2 adoption** – to identify and assure devices and services based on FIDO2 standards and add them to the standard methods supported by the IAM Platform. These include device-based biometric authentication services such as Windows Hello for Business and the NHS Identity app on iPad.
- **Cross-platform Keys** – portable, secure hardware authenticators used as an alternative to smartcards using the modern, open standards as offered by the NHS Identity service with the IAM Platform
- **Internet Identity Agent** (IA) – an alternative to the current Identity Agent which will allow use of smartcards for authentication over the internet, using open standards such as OpenID Connect.
- **Improved Client Update Capability** – All 'Clients and Credentials' components deployed to user devices will require updating over time, and there is a need add the capability to more effectively deploy, install and roll-back these components from a central source or trigger.

In addition, whilst it is not expected that the IAM Platform 'Clients and Credentials' DevOps team will fully support all of the following Transform items, they will be required to work closely with the DevOps teams who are delivering them to ensure that any 'Clients and Credentials' requirements and constraints are clearly defined and/or accommodated.

- **IAM Enablement** – a team promoting the adoption of new IAM services and technologies whilst also encouraging and incentivising the deprecation and update/removal of old versions. Initial focus will be on removing legacy Java-based authentication in favour of the Credential Management Service
- **Remote Signing Service (RSS)** – a central, cloud-based signing service to supplement and eventually replace the current distributed signing capability provided via use of smartcards and associated PKI. The initial use case is for electronic prescriptions, but significant potential exists for much wider use.
- **Self-Service Registration (SSR)** – to allow remote, self-service identity verification reusing key components of NHS login.
- **User Registration Service 2.0 (URS)** – a consolidation and rewrite/update to the current URS to allow it to be consumed equally by both CIS and NHS Identity.

- o This is also expected to consolidate the underlying directory used by both services, as an initial step towards wider directory consolidation
- **Digital Wallets** – the use of distributed ledger technology to support the concept of a trusted digital wallet or passport within which key user certification, registration and other documents can be safely and reliably stored

In addition, Annex 4 contains descriptions of other deliverables on the Buyer's Identity and Access Management road map which, if developed, may require the 'clients and credentials' DevOps team's support to deploy and manage as part of live service operations.

Transform activity can be commissioned internally or externally to the Platforms Directorate or NHS Digital and is managed through the Buyer's New Work Request (NWR) process. Once approved, NWRs are placed into a prioritised backlog managed by the Identity and Access Management Product Owner. When appropriate, these backlog items are either added to the DevOps work stack or taken forward as individual work items. Changes in priorities may mean that work may be paused or stopped to allow more urgent work to be taken forward both from a system maintenance or transformation perspective.

Discovery

It is expected that there will be a small Change capability within the Run & Maintain team to deliver initial Proof of Concepts and other technical validation and operational viability work as a precursor to larger Change work being undertaken elsewhere.

Service Level Standards

The overall Identity and Access Management Platform operates to both Platinum (covering user authentication) and Silver (for all back office administrative tasks such as utilities and for the 'clients and credentials' components) Service Level Agreements (SLAs).

It is a requirement that the Supplier fully appreciates and is able to demonstrate the need to support the Buyer in the delivery of those SLA's (see below). It is particularly important that the Supplier fully understands its responsibilities (working alongside the Buyer) in maintaining the availability of the Buyer's Identity and Access Platform including understanding and taking appropriate action to respond/resolve to live service incidents within agreed timescales, being available when required for out of hours service/on call support, and working with the Buyer's team (including Service Management) to increase the efficiency and effectiveness of its service delivery process, technology utilisation and solution innovation.

The Silver SLA, as required by the 'clients and credentials' components, is covered, below:

Silver Service Levels (primary SLA for 'Clients and Credentials')

- Operational hours (Service Hours) = 24x7x365
- Business Support Hours (Service Support Hours) = 8-6 (Mon-Fri exc BH)
- Availability (in business support hours) = 99.50%
- Allowable Unplanned Downtime (mins per month) = 58

Incident Resolution Times (in business support hours)

- Severity 1 = 4hrs (24x7x365)
- Severity 2 = 8hrs (24x7x365)
- Severity 3 = 20hrs (Mon-Fri 8-6 exc BH)
- Severity 4 = 80hrs (Mon-Fri 8-6 exc BH)
- Severity 5 = 200hrs (Mon-Fri 8-6 exc BH)

Problem Fix Times

- Severity 1 = 30 Working days or an agreed release
- Severity 2 = 60 Working days or an agreed release
- Severity 3 = 120 Working days or an agreed release
- Severity 4 = 240 Working days or an agreed release
- Severity 5 = 360 Working days or an agreed release
- Service Reporting = Monthly
- Service Request (Max time listed) = Max 3 months
- Disaster Recovery = Optional Bolt-on
- Recovery Point Objective (RPO) =24 hrs

Out of-Hours and On-Call working

Through its role in the Buyer's Identity and Access Management Platform DevOps team, the Supplier is expected to play a key and proactive part in building Platform resilience and reducing technical debt thereby decreasing the support overhead and on-call occurrence and cost.

However, as a Silver service, the Buyer (and suppliers working with it) must ensure that the Identity and Access Management Platform 'clients and credentials' operates within it agreed service level including, where appropriate, 24x7x365 availability. Arrangements are therefore in place for out of hours and on-call working/cover which the Supplier is expected to appropriately support as requested by the Buyer.

The Buyer manages its on-call requirements through the use of an evaluator and triage/resolver model. To ensure that the Identity and Access Management Platform is efficiently maintained and the risk to system availability minimised each on-call rota slot has a both an evaluator and triage/resolver role.

Ways of working

For the purpose of this call-off contract (but not necessarily for all of the Statements of Work which hang off it) the Buyer expects that the DevOps team will be a rainbow/blended team incorporating Buyer and Supplier staff as a single entity working collaboratively together to deliver the buyers business s objectives. Other approaches will be discussed with the Supplier and outlined in relevant Statement of Works. The Supplier is encouraged to identify and suggest different ways of working which may increase delivery efficiency and cost effectiveness. This may result in the lead responsibility for the delivery of required outcome moving between the Buyer and Supplier.

In the course of the duration of this call-off contract the Supplier will be expected to assist in/take responsibility for the managed 'hand over' of work e.g. from the output of discovery work or technical spike to other parties for continued development. Equally the Supplier may be expected to proactively and efficiently be involved in, and/or take responsibility for, work to further develop and implement changes developed by others outside of the Buyer's Identity and Access Management 'Clients and Credentials' DevOps team for incorporation in/or temporary use of the IAM services utilising the Buyer's agile development, assurance, and release management approaches. In both the 'exporting' and 'importing' of work it is a requirement that the Supplier will work collaboratively and proactively with those involved/interested parties to ensure that hand offs are minimised, effective, and auditable to maintain delivery momentum, scope and delivery accuracy through appropriate documentation, development of/adherence to critical success factors (or other mechanisms) and joint working.

As integral to the Buyer's approach as the use/value of blended/rainbow teams with colleagues from different areas working together with 'badges left at the door' to deliver joint objectives, is the development of it services through its DevOps capability based on the philosophy and practice of 'You build it, you run it'.
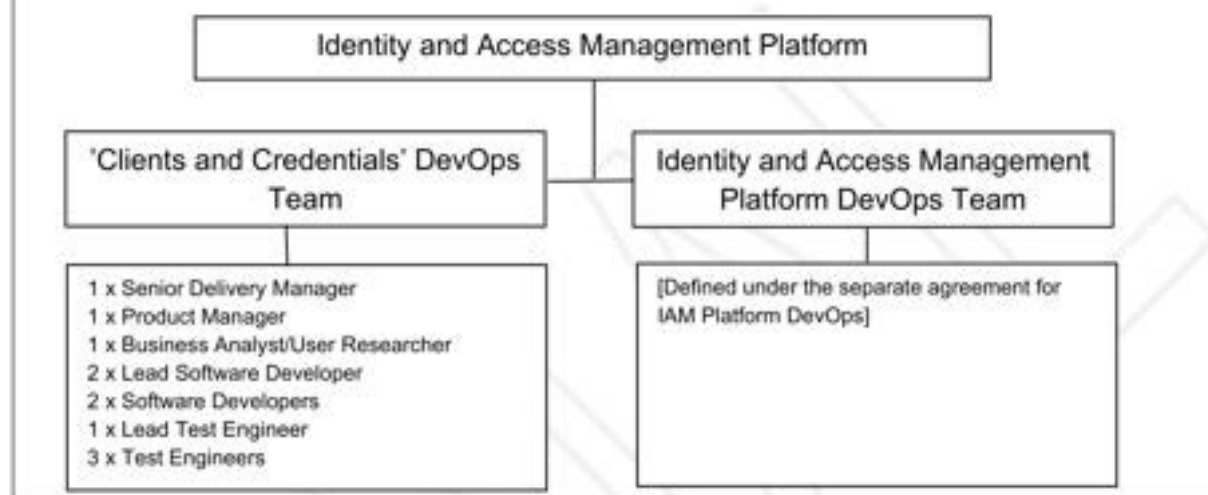As such, within the Buyer's team structure it is a requirement that in supporting the delivery of the Buyer's outcomes that it will ensure that is able – through experience, aptitude, and approach to fully support and enhance the Buyer's DevOps model. It is essential that the Buyer continues to be able to respond quickly and effectively to identify and resolve issues, that its teams build and utilise subject matter expertise to maintain and enhance the operations of its systems and services, and that there are minimal internal hand-offs or avoidable process inefficiencies which lead to the Buyer's DevOps capability and requirement being considered as separate rather than as a single function. Working as a single team, the Supplier is expected to fully embrace the Buyer's culture and delivery approach. This also involves taking part in/identifying value-adding activities such as knowledge sharing through presentations and 'Show & Tells', supporting development through mentoring and/or joint learning opportunities, and assisting the Buyer in identifying new/alternative development, delivery or solution management options and approaches.

DevOps team organisation

The diagram below illustrates the Buyer's suggested resourcing model for this call-off contract which will be supplemented by the Buyer's own resources to form a

single blended/rainbow team. This diagram is intended to provide an indication of the number, type and split of resources required to deliver the Buyer's Identity and Access Management DevOps team objectives. Over time to achieve the Buyer's strategic goal to move to a single Identity and Access Management Platform, the number of resources deployed within its DevOps team together with what they do/are responsible for will change. The Buyer will work with the Supplier to ensure that this transition is managed effectively.

```
                    ┌─────────────────────────────────────────────┐
                    │  Identity and Access Management Platform     │
                    └─────────────────────────────────────────────┘
                            │                        │
      ┌─────────────────────────────┐    ┌───────────────────────────────┐
      │  'Clients and Credentials'  │    │  Identity and Access          │
      │       DevOps Team           │    │  Management Platform          │
      │                             │    │  DevOps Team                  │
      └─────────────────────────────┘    └───────────────────────────────┘
                    │                                │
      ┌─────────────────────────────┐    ┌───────────────────────────────┐
      │ 1 x Senior Delivery Manager │    │ [Defined under the separate   │
      │ 1 x Product Manager         │    │ agreement for IAM Platform    │
      │ 1 x Business Analyst/User   │    │ DevOps]                       │
      │     Researcher              │    │                               │
      │ 2 x Lead Software Developer  │   │                               │
      │ 2 x Software Developers     │    │                               │
      │ 1 x Lead Test Engineer      │    │                               │
      │ 3 x Test Engineers          │    │                               │
      └─────────────────────────────┘    └───────────────────────────────┘
```

2.8 Technical Constraints

The Supplier will be required to fully understand, support and work with the Buyer to maximise the operational efficiency and user value of its current Identity and Access Management Platform solution including maximising opportunities to safely accelerate transition to the Buyer's strategic goal of a single user authentication and access manage solution whilst minimising/managing risks to the live service delivery This includes working with the Buyer to appropriately identify and realise opportunities for technology, cost saving and delivery improvements.

The technology expertise required to effectively deliver client-side, secure authentication services requires specialist knowledge of the devices, hardware, policies and standards relevant to the Identity & Access Management domain. Engineering skills related to low-level hardware interfacing, robust and defensive coding (as commonly seen in long service-life, embedded or remote-telemetry systems) and PDU-level coding have been required throughout the life of the current services. It is expected that high levels of competence in these areas will remain a requirement, at least until such time as the current smartcard provision remains in service or has been evolved into a less complex platform.

2.9 Business Outcomes

The Buyer uses epics, stories, and tasks (recorded in Jira) to describe, track, manage and assure the work it is undertaking. Epics for running, maintaining, and making changes to the Identity and Access Management Platform will be raised when appropriate following the Buyer's acceptance of a New Work Request (NWR) which describes and provides the basis for approving work to deliver the outcomes required. Where appropriate approved NWRs from the basis of the Buyer's prioritised back log and road map.	Annex 3

2.10 Technical Exclusions

For the purposes of this call-off contract, technical exclusions will apply in circumstances specified by the Buyer to ensure that the Care Identity Service and NHS Identity design, development and delivery infrastructure and associated software, tools etc are not compromised or effort invested in developing technological capability across the NHS Identity and Access Management Platform. .

3. Deliverables

The Buyer's Identity and Access Management Platform Product Backlog is a managed and continuously refined list of work items consisting of tech debt performance improvements, maintenance activities and system enhancements - both incremental and transformational.

Initial Product Backlog Item List details are contained in:	Annex 4

3.1 Target Operating Model

During the duration of this call-off contract the Buyer's Identity and Access Management Platform will have to continue to support the needs of patients, health and social care professionals and practitioners.
This will include:
 	
• Continuing to increase the range of services and means of access to services and data.
• Alignment to the NHS Digital and Identity and Access Management strategies and roadmaps;
• Supporting digitally enabled transformation through greater access services and data through the internal and external development of API's, self-service and the requirement for health and social care professionals to access information at the point of need.
• Deliver reductions in:
   o Operating costs through increased quality and efficiency, and reductions in hosting infrastructure and other overhead costs
   o Tech debt through:

- - Uplifts of technology, removing the reliance on out of support platforms, services, and hardware.
  - Code refactoring and continual operational improvement
  - o Integration costs for suppliers and systems providers, thereby increasing opportunities for innovation
- Support increases in:
  - o User uptake of Identity and Access Management services through promotion and incentives to users and system providers
- Contributing to the vision to enable access and sharing of clinical information for direct care across all care settings.
- Continuing to meet age Service Level Agreements to ensure that the Identity and Access Management service is available 24x7x365.

3.2 Initial Statement of Work (SOW)

3.2.1 SOW 1

The initial Statement of Work associated with this call-off contract will be to support the run and maintenance of the Buyer's Identity and Access Management Platform 'Clients and Credentials' components in 21/22. This will include appropriate activity related to incident management, technical option analysis/discovery work, proof of concept work and interoperability considerations.

4. Responsibilities of the Parties

Both Buyer and Supplier have key roles in and are responsible (individually and crucially in partnership) for the successful delivery of the outcomes in this call-off contract and Statements of Work related to it. Whilst the contracting approach e.g. fixed price rather than capped Time & Material may alter the commercial basis of the relevant delivery accountability model whatever the approach that is taken the Buyer expects the Supplier to demonstrate its commitment to optimise the delivery of the Identity and Access Management Platform including taking responsibility for the delivery of outcomes, putting in place continuous improvement processes, providing the expertise and experience required by the Buyer to deliver required outcomes and supporting the Buyer to do more with less.

5. Skills / Capabilities Profile

Although rates will be commercially evaluated on the basis of a sample profile, the listing below is intended to provide the Supplier with an initial idea. It is not intended, at this level, to be definitive (individual Statements of Work should be more specific in this regard).

Resource Profile details are contained in:	Annex 5

6. Call-Off Terms

If the Supplier wishes to submit an additional Option around specific terms to the Buyer, whereby there is some commercial benefit to the Buyer in making amendments to such terms, they are entitled to do so. However, such options will be incorporated solely at the discretion of the Buyer (via an amendment to the Call-Off specific set of terms). Where an additional Option is submitted, this will not be evaluated in the evaluation scoring process unless specifically indicated in the evaluation questions.

Annex 1: Call-Off Schedule 20 – Target Sectors

HEALTH AND SOCIAL CARE SETTINGS	Tick boxes
Primary Care	Y
Ambulance Services	Y
Secondary Care - Hospital Settings	Y
Pharmacy	Y
Mental Health	Y
Community Care – Children's Services	Y
Community Care - Adult Services	Y
Public Health & Wellbeing	Y
Screening	Y
Social Care – Children's Services	Y
Social Care - Adult Services	Y
Genomics	Y
Health and Social Care Policy	Y
Health Informatics	Y
Medicines and Healthcare Products	Y
Health and Social Care Regulation / Quality	Y
Health Sector Education, Training and Workforce	Y
Health and Social Care Research	Y
Blood and Transplant Services	Y
Independent Health Provision	Y

HEALTH AND SOCIAL CARE SYSTSMS	
SPINE (Summary Care Record)	Y
Screening Systems	Y
Electronic Prescription Service (EPS)	Y
Electronic Referral Service (ERS)	Y
GP IT Systems & Services	Y

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Health and Social Care Mobile Apps	Y
Health and Social Care Web Apps	Y
Citizen Identification and Verification Services	Y
Health System Infrastructure (email, etc)	Y
Secondary Uses Services	Y
Health Data Collection, Processing and Dissemination	Y
Care Management Systems	Y

Annex 2: Call-Off Schedule 20 – Technology Capabilities

Application Development	Tick boxes
Continuous Integration & Delivery Tools	Y
Testing & Quality Assurance Tools	Y

Business Applications	Tick boxes
Data Warehousing	N
Enterprise Applications	N
Geospatial	N
Project Management	Y

Customer Management	Tick boxes
CRM	
Enterprise Applications	N

IT Management	Tick boxes
Middleware	Y
Networking	Y
Service Management	N
System Management	Y

IT Services	Tick boxes
Anti-Virus, Vulnerability Mgmt & Monitoring	Y
Cloud Orchestration	N
Encryption	Y
Remote Access Service	Y

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Software Infrastructure	Tick boxes
Enterprise Architecture Tools	
Architecture Tools	N
Intelligent Business Process Management Suites	
Business Process Management	N
Architecture Tools	N
Discovery / Search	Y
Frameworks, Languages, & Libraries	Y
Identity & Access Management	Y
Non-Relational Databases	N
Performance & Availability Monitoring	Y
Relational Databases	N
Server Technology	Y
Server/Desktop OS	Y
Serverless	N
Source Code Management	Y
Storage	Y
Virtualisation & Containerisation	Y
Visualisation Tools	Y
Web Analytics	Y

Annex 3: Call-Off Schedule 20 – EPIC Template

New Work Request process

The Buyer's New Work Request (NWR) process is the mechanism through which it is commissioned to undertake run, maintain, and change work. NWRs can be submitted from both within NHSD and by external parties such as NHSX.

Before being accepted into the Buyer's back log a NWR must completed the Buyer's approvals process consisting of the following key stages:

- Registration
- Elaboration and scope confirmation
- Impact assessment to identify (at a high level) resource implication, delivery and maintenance cost and development timescales
- Requester approval to agree:
    - Scope
    - Cost
    - Delivery timescales
- Financial approval to ensure that budget is available
- Platforms Directorate approval to add to the backlog

In the context of this call-off contract it is the responsibility of the Buyer's IAM Product Owner to prioritise and actively manage the IAM backlog. Whilst the NWRs for IAM run and maintain work are, by definition, of higher priority others for more 'standalone' change will be prioritised according to their user value, strategic alignment, and service enhancement potential.

Using the Buyer's agile delivery approach once accepted onto the IAM work programme each NWR will be broken down into epics and then where appropriate into stories, tasks etc. However, acceptance onto the Buyer's IAM work programme does not guarantee delivery of agreed outcomes if there is need to accommodate other higher priority outcomes within the Buyer's finite delivery capability/capacity. In addition, where appropriate the Buyer will always focus on the delivery of a Minimum Variable Product.

Annex 4: Call-Off Schedule 20 – Product Backlog Item List

The Identity and Access Management Product backlog includes the following items related to run, maintain, and transform activity. As part of its impacting, commissioning and work management processes, the Buyer will estimate, along with the Supplier, the number of days (at a high level) required to deliver, or support the delivery of, the required outcomes.

Run – These include (but are not limited to):

- Triage (incident management)

- Operational tasks;
- Network engineering and platform configuration activities;
- Release Management – including functional and non-functional testing.

Service Maintenance – These include (but are not restricted to):

- Prioritising and paying off Tech Debt;
- Network and system engineering;
- Operational upgrades and improvements;
- Software maintenance.
- Decommissioning of deprecated components – This will be Buyer-led but will require the support of the Supplier and the IAM Platform DevOps team.

In addition, the following specific work items are expected to be undertaken/ supported by the overall Identity and Access Management Platform team in 2021/2022 under this and the associated IAM DevOps call-off contracts.

Items are included here to illustrate key areas from the overall IAM roadmap for FY21/22 which are required to be delivered by the IAM 'Clients and Credentials' DevOps team, or will require a level of collaborative engagement with the team(s) delivering them, subject to funding agreement and further requirement refinement and validation. These include, but are not limited to:

- **Entrust Virtual Smartcards**
  - The legacy smartcard service is based on proprietary technology and, to free the ties to that legacy, work was undertaken to support basic smartcard operations on PIV standard cards.
  - This provision was then reused and enhanced to support the Entrust virtual smartcards, a PIV-based virtual smartcard running on a mobile device over Bluetooth.
    Use of NFC as an addition is also being investigated.
  - Further work will be required to enhance support for signing and to provide full coverage of all the current physical smartcard operations.
- **Credential Management Service** (CMS)

  - An updated version of the current Card Management Service (CMS) which removes the dependency on Oracle Java 8 (specifically applet technology) to allow use of modern browsers and improve the overall client security position.

  - This will replace the interim 'NHS Identity Hub' client-side components as rolled out to early adopters of smartcards on NHS Identity.

- **A consolidated User Registration Service, 'URS 2.0'**

- o To access patient records or other sensitive data you need to authenticate to the service using strong authentication. This is commonly done with a smartcard within the NHS, but new methods are being introduced. To use such authentication methods a user first needs to be registered for a digital identity. This is currently done as a face-to-face process using the existing user registration service. The service is currently part of the legacy Care Identity Service, this service will be deprecated by end of September 2023. The existing process creates challenges when seeking to register users to use new authentication methods hosted by NHS Identity. Additionally, the need to bring in user and device self-service registration and management processes means that new user flows need to be developed.
  - o The redesign of the service will also offer benefits in terms of reporting & audit, bulk functionality, and the ability to access user registration services over the internet.

- **Monitoring and Metrics Consolidation and Extension**
  - o There are several monitoring and operational reports which would benefit from further automation and scripting, to replace their current on-demand and ad-hoc creation. The move from CIS to CIS-to-Cloud, the closer integration of NHS Identity under the overall IAM banner, and improvements to client-side surveying and logging present opportunities to harmonise our overall monitoring and operational reporting capability.

- **Public Key Infrastructure Strategy**
  - o The current Public Key Infrastructure (PKI) is due for re-procurement from 2022 to 2023. The Public Key Infrastructure is used for certificate-based authentication methods (Physical and Virtual Smartcards) and digital signing of the Electronic Prescribing Service (EPS).
  - o The same Infrastructure is also used to establish trust between systems, especially for transmitting and receiving messages using End Point certificates.
  - o The service also provides clear evidence of who performed what in the system meeting the NHS Care Record Guarantee. There is a need to review options for the service and decide upon the future strategy.
- **PKI SHA2 Root Certificate Authority (CA) Renewal**
  - o This follows on from the successful Sub-CA Refresh in Sept and Nov and will form preparation for Root-CA replacement in 2024. This work is not expected to be Dev heavy but will certainly require much in the way of QA and co-ordination activity across teams in NHS Digital (DIR, Service, and EPS, and potentially others) as well as our prescribing and dispensing partners.

- **Support Cervical and Breast Screening Programme roll out, and others**
  - These services are currently being rolled out across multiple user organisations and client tech stacks. It is essential that we comprehensively support these rollouts to ensure their success, but also to provide real-world learning opportunities to ensure we are better prepared to support future client rollouts. This includes assisting and promoting the roll-out of the CIS Credential Management Service (CMS) to allow existing smartcard users to authenticate using NHS Identity

- **Cross-platform Keys and biometric devices using FIDO2**
  - FIDO2 is provided by NHS Identity and there is a need to ensure that use of this is supported and promoted as widely as possible. The provision is currently seeking a pilot, so support of pilots and subsequent service improvements is required. New Auth token exchange framework Details of this are to be confirmed

- **User Self-Service Registration – includes integration with HM Passport Office**
  - Health and care workers need to prove who they say they are before they receive a smartcard or other method to securely authenticate to a product or service which allows them to securely access patient and other sensitive data. We have built a User Self Service Registration service and this is to add a further enhancement to that service to call out to external Application Programme Interfaces (APIs) for data to help with the user verification process. The API to be included will be a feed from the Passport Office. This is work that should have been completed in 20/21 but due to COVID-19 and Brexit work the HMPO pushed support back to 21/22. This service provides a user registration process flow building on the NHS Login product (with security enhancements). I.e., implement once and reuse across multiple services. This will enable a more rapid roll out of national services. It will also make access to these services more inclusive as new market entrants will have a simple way to register.

- **Enablement Incentivisation – promote and support use of NHS Identity services by users and systems suppliers**
  - We have built the NHS Identity Service and it is running at a platinum service level. We have been engaging with the supplier community for circa 6 months with some limited success to encourage them to build to our OIDC standards and onboard to NHS Identity. We have recruited a team to increase focus and engagement on suppliers, and are building a new comms and engagement plan using internal and external stakeholders (such as TechUK) to help us extend our reach and push our agenda, we have agreed a deprecation date for CIS that creates a burning

platform but despite these engagements we expect to have to push funding the way of some suppliers who are reluctant to engage and integrate with the standards. This is the first incentivisation stream of a 3-year incentivisation cycle.

In addition, the following changes are intended to be part of the roadmap for FY21/22, but the level of certainty and detailed definition is subject to further review and approval. Therefore, these items should be considered as unconfirmed and aspirational for the roadmap

- **Digital Wallets**
  - Clinicians moving and working between organisations are often required to re-present key documentation to be checked alongside their identity being re-verified. This duplication wastes clinician time and can add significant user inconvenience.
  - The use of distributed ledger/block-chain technology to create a 'digital wallet' to hold this key information has been suggested to save time and inconvenience.
  - IAM needs to be able to integrate with such a solution to allow publication of identities and their key attributes into the 'digital wallet'
- **Android Authentication**
  - IAM currently only offers supported authentication on Windows devices and iPads. Android is the dominant tablet and mobile device operating system There is an expected need to offer the ability for users with Android devices to securely access sensitive clinical data with strong authentication. This work is to understand how this might be achieved, and to deliver that capability for widespread use
- **Central Biometric Service for Care Professionals [Alpha]**
  - All current methods of authentication require a strong 2 factor approach. Currently for most this is 'something you have and something you know'. For single users of iPads and Windows devices this can also be something you are (biometric) and something you know. The challenge is this does not support fast user switching environments where staff may need to log on too many machines as the biometric would need to be stored on each machine that a user may need to access and conversely removed from every machine when they leave the organisation. A central biometric store would allow biometrics to be stored and an authentication done utilising the central service on any machine.
  - The estimate for this work would take us to an alpha with technology option identified.

- **AAL-1 / AAL-2**
    - The current CIS solution only offers Authentication Assurance Level-3 (AAL-3), which is commensurate with access to sensitive, clinical data. However, the identity verification requirements and strength of authentication required here are overkill for many lower risk services
    - Support for lower-strength AAL-1 and/or AAL-2 will support many simpler use cases and more readily allow existing and legacy services (where passwords or basic multi-factor authentication are currently deployed)
- **Authentication over the internet – Internet-facing Identity Agent and PIV smartcards.**
    - Smartcard authentication service to NHS Identity that is made available over the internet. This requires a review of the desktop components that support the Care Identity Service and NHS Identity allowing us to consolidate the software into a single consistent product that is componentised for ease of management and deployment. Introduce more self-service elements, improved user information, an improved install and uninstall methods including auto-updating components to reduce cost across the estate and reduce time taken to get a new version rolled out. This will also include work to ensure an international standard of card (e.g. PIV) can be utilised to drive competition, reduce costs, and reduce complexity of approach. This is needed to ensure that new smartcards are available for deployment in 2022/23.This work will cover discovery, design and implementation of the desktop software changes and the cost of the procurement effort for PIV smartcards.
- **Improving Ability to Update Client Software**
    - Deployment of updates to IAM client software is typically slow in some quarters and lacks any central ability to push or otherwise drive change.
    - There is also a desire to make it easier to deprecate and remove older versions of software from use across the NHS estate to help reduce the legacy support overhead incurred by having many older versions in widespread use.
    - There is a need to further investigate an earlier option to perhaps use Windows Update or the Store to allow updates more readily to be notified to users, and more easily allow them (with their local IT team's support, of course) be able to download and install them

Annex 5: Call-Off Schedule 20 – Resource Profile

Although rates will be commercially evaluated on the basis of a sample profile, the listing below is intended to provide the Supplier with an initial idea. It is not intended, at this level, to be definitive (individual Statements of Work should be more specific in this regard).

DDaT Cluster	Role Family	Approx. No
Data	Data Engineer	
Data	Data Scientist	
Data	Lead Performance Analyst	
IT Ops	Business Relationship Manager	
IT Ops	Change and Release Manager	
IT Ops	Command and Control	
IT Ops	Applications Operations	
IT Ops	Engineer End User	
IT Ops	Engineer Infrastructure	
IT Ops	Incident Manager	
IT Ops	IT Service Manager	
IT Ops	Problem Manager	
IT Ops	Service Desk Manager	
IT Ops	Service Transition Manager	
Product Delivery	Business Analysis	
Product Delivery	Delivery	
Product Delivery	Product Manager	
QAT	QAT Analyst	
QAT	Test Engineer	
QAT	Lead Test Engineer	
QAT	Test Manager	
Technical	Data Architect	
Technical	DevOps	
Technical	Infrastructure Engineer	
Technical	Network Architect	
Technical	Security Architect	
Technical	Software Developer	
Technical	Senior Software Developer	
Technical	Technical Architect	
User Centred Design	Content Designer	
User Centred Design	Graphic Interaction Designer	
User Centred Design	Service Designer	
User Centred Design	Technical Writer	
User Centred Design	User Researcher	
No DDaT Cluster Mapping	Cyber Security	

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Call-Off Schedule 23 (Health Additional Call-Off Terms)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Buyer Software"	means any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Medical Devices"	means any Deliverable that falls under the definition of a Medical Device in accordance with guidance published by the Medicines and Healthcare Products Regulatory Agency;
"Open Source Software"	means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

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"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and
"Third Party Body"	has the meaning given to it in paragraph 6.1.

2. Additional Warranties

2.1 The Supplier represents and undertakes to the Buyer that all Deliverables will meet the Buyer's acceptance criteria, as defined in each Statement of Work.

2.2 The Supplier undertakes to maintain all interface and interoperability between Third Party Software or services and Specially Written Software as required for the performance of the Services or delivery of any Deliverables.

2.3 The Supplier undertakes and warrants that it has or shall procure all consents, registrations, approvals, licences and permissions relating to Medical Devices as recommended or stipulated by any materials published by the Medicines and Healthcare Products Regulatory Agency.

3. Additional Intellectual Property Terms

3.1 The Supplier grants to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, assign, sub-license, adapt, commercially exploit or otherwise deal with any of the Supplier's Existing IPR and any Third Party IPR to the extent necessary to enable the Buyer to obtain the full benefits of ownership of any New IPRs. The Supplier shall procure that such licence shall permit subsequent sub-licensees to sub-license the Existing IPR and Third Party IPR on the same terms and subject to the same restrictions as under this paragraph to enable each further subsequent sub-licensee to obtain the full benefits of any New IPRs that are sub-licensed to them.

3.2 In respect of all Government Data, the Authority shall be the owner of all such Government Data and any Existing IPR and New IPR in such Government Data and any modifications, updates and amendments in relation to the same. The Supplier may not assign, license or otherwise deal with any Government Data or IPRs in such Government Data without the Authority's specific written consent.

3.3 The Supplier may only use its Existing IPR or any Third Party IPR in any New IPR if the Buyer has given its written consent in advance.

3.4 The Supplier may only use Open Source Software in any New IPR if the Buyer has given its written consent in advance.

3.5 The Supplier shall ensure that all New IPR, Existing IPR and Third Party IPR licensed or assigned to the Buyer is able to be assigned, novated or otherwise transferred to:

    3.5.1 any other Central Government Body, NHS England, NHS Improvement, DHSC or any other Crown Body or any public or private sector body which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer; or

    3.5.2 any other public or private body.

3.6 Unless otherwise agreed by the Parties in writing, the Supplier shall ensure that all computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is suitable for publication by the Buyer as Open Source and based on Open Standards (where applicable), and the Buyer may, at its sole discretion, publish the same as Open Source.

4. Document and Source Code Management Repository

4.1 The Parties shall work together to ensure that there is appropriate IPR asset management. Where the Supplier is working on the Buyer's system the Supplier shall comply with the Buyer's IPR asset management approach and procedures. Where the Supplier is working on the Supplier's system it will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice. Records and documentation associated with IPR asset management shall form part of the Deliverables associated with any Specially Written Software or New IPR.

4.2 The Supplier shall comply with any reasonable instructions given by the Buyer as to where it will store Documentation and Source Code, both finished and in progress, during the term of this Call-Off Contract, and at what frequency/intervals.

4.3 The Supplier shall ensure that all items that are uploaded to any repository contain sufficient detail, code annotations and instructions so that a third-party developer with the relevant technical abilities within the applicable role would be able to understand how the item was created and how it works together with the other items in the repository within a reasonable timeframe.

4.4 The Supplier shall maintain a register of all Open Source Software used in the provision of the Deliverables in accordance with its IPR asset management obligations under this Contract.

4.5 The Supplier shall provide the Buyer with a copy of the IPR asset management information relating to the Deliverables on request by the Buyer, in a standard portable machine readable format.

5. Escrow

5.1 The Supplier shall on request from the Buyer within 20 Working Days after the Start Date, deposit the Source Code of software that is the Supplier's Existing IPR or Third Party IPR in escrow with the National Computing Centre on their standard terms.

5.2 The Supplier shall ensure that the deposited version of the Source Code is the current version of the Software and that the deposited version is kept up to date as the Software is modified or upgraded. The Buyer shall pay the deposit and maintenance fees under the escrow agreement and the Supplier shall pay the release fees under the escrow agreement.

5.3 Where the Supplier is unable to procure compliance with the provisions of paragraph 5.1 in respect of any Third Party IPR, it shall provide the Buyer with written evidence of its inability to comply with these provisions and shall agree with the Buyer a suitable alternative to escrow that affords the Customer the nearest equivalent protection. The Supplier shall be excused from its obligations under paragraph 5.1 only to the extent that the parties have agreed on a suitable alternative.

5.4 In circumstances where the Buyer obtains the release of the Source Code from escrow, the Supplier hereby grants to the Buyer (on behalf of itself and the Replacement Supplier) a perpetual, assignable, royalty-free and non-exclusive licence to use, support, modify and enhance the Source Code version of the software to the extent necessary for the receipt of the Deliverables or any replacement services.

6. Information Sharing By the Buyer

6.1 The Supplier shall, if requested by the Buyer, provide such management information as is provided under Call-Off Schedule 15A (Health Supplier and Contract Management) to another Buyer or to any Central Government Body, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) (**"Third Party Body"**). The Supplier confirms and agrees that the Buyer may itself provide the Third Party Body with management information relating to the Deliverables, any payments made under this Contract, and any other information relevant to the operation of this Contract.

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6.2 Upon receipt of management information supplied by the Supplier to the Buyer and/or the Third Party Body, or by the Buyer to the Third Party Body, the Parties hereby consent to the Third Party Body and the Buyer:

6.2.1 storing and analysing the management information and producing statistics; and

6.2.2 sharing the management information or any statistics produced using the management information with any other Buyer or Central Government Body.

6.3 If the Third Party Body and/or the Buyer shares the management information or any other information provided under paragraph 6.2, any Buyer or Central Government Body receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Buyer to such other Buyer or Central Government Body, be informed of the confidential nature of that information by the Buyer and shall be requested by the Buyer not to disclose it to any body that is not a Buyer or Central Government Body (unless required to do so by Law).

6.4 Without limitation, the following additional information may be shared by the Buyer with Third Party Bodies subject to the terms of this Paragraph 6:

6.4.1 the Buyer's requirements;

6.4.2 the Supplier's rate card and summary cost information;

6.4.3 the Buyer's spend information; and

6.4.4 the Supplier's registration information on the procurement platform used by the Buyer for the purposes of this Call-Off Contract.

7. Malicious Software

7.1 The Supplier shall, throughout the Call-Off Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any

losses and to restore the provision of the Deliverables to its desired operating efficiency.

7.3   Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 7.2 shall be borne by the Parties as follows:

      7.3.1   by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

      7.3.2   by the Buyer, if the Malicious Software originates from the Buyer Software or the Government Data (whilst the Government Data was under the control of the Buyer).

8.   Data Protection Impact Assessment Delivery and Assistance

8.1   Without limitation to the obligations as set out in Joint Schedule 11 (Processing Data) and the Order Form, the Supplier shall provide a draft DPIA prior to Contract Award for each Deliverable under the Contract.

8.2   The Supplier shall update the DPIA to be complete for the agreed Deliverables and meeting all Law, prior to the Start Date of the Contract. The Supplier shall be responsible for updating the DPIA at each material change of the Deliverables (including but not limited to each release of new software) and following any Variation.

9.   Third Party Rights for a Public Sector Data Processing

9.1   Further to Clause 19, where in Joint Schedule 11 (Processing Data) there is a third-party public sector Controller listed, the named third party public sector Controller will have CRTPA rights in relation to Data Protection Legislation obligations, where the Buyer has indicated this should be the case in the Order Form.

9.2   Where the third party public sector Controller wishes to exercise its rights pursuant to paragraph 9.1, the Buyer shall notify the Supplier that the rights are to be exercised.

9.3   The enforcement rights granted by Clause 9.1 are subject to the following restrictions and qualifications:

      9.3.1   the Parties may vary, terminate or rescind the Call-Off Contract without the consent of any third party; and

9.3.2   the Buyer may, as agent or trustee, enforce any term of the Call-Off Contract on behalf of another such relevant third party to whom rights have been granted.

10.   Data Protection Indemnity

10.1   The Supplier recognises that the Buyer (where controller) will have obligations to meet in Law in relation to any breach and communication to subjects and the ICO, as well as government obligations as to conduct and transparency. Clause 26.2 to 26.5 inclusive of the Core Terms shall not apply in relation to any confidentiality or data protection indemnity provided by the Supplier including but not limited to Clause 14.8(e) of the Core Terms.

11.   Confidentiality

11.1   It is recognised that the Health public sector is subject to National Health Service Act 2006 section 9, and in accordance with that statute does not put in place binding legal contracts.

11.2   In relation to Clause 15.5 of the Core Terms, the Buyer shall only be required to notify any public sector recipient that any confidential information is classed as confidential.

12.   Premises

12.1   Where either Party uses the other Party's premises, such Party is liable for all Losses arising from any damage it causes to the premises. Such Party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

12.2   The Supplier will use the Buyer Premises solely for the Call-Off Contract.

12.3   This clause does not create a tenancy or exclusive right of occupation.

12.4   While on the Buyer Premises, the Supplier will:

12.4.1   ensure the security of the premises;

12.4.2   comply with Buyer requirements for the conduct of personnel;

12.4.3   comply with any health and safety measures implemented by the Buyer;