<u>Health Systems Support Framework</u> Support for Knowledge Capturing and Sharing / Blueprinting Incorporating - Frontline Digitisation, What Good Looks Like and New Hospital Programmes

	References and Date
Order Reference Number	HSSF22-022
Date of Order Form	15 th November 2022
	Parties and Key Persons
Authority	Department of Health and Social Care of behalf of Secretary of State for Health
Suppliers	Atos IT Services UK Limited
Principal Supplier(s)	N/A
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles ("Key Personnel")	 Head of H&LS Consulting, UK and Northern Europe - Contract Lead Transformation Partner and Delivery Director Delivery Lead and WGLL Blueprinting Workstream Lead
Contract Managers	

	Authority's Operational Contract Manager Authority's Commercial Contract Manager Supplier's Contract Manager(s)			
Lead Contract Manager (if applicable)	Insert the Lead Contract Manager at the commencement of this Contract Authority's Lead Contract Manager Supplier's Lead Contract Manager Client Executive Partner			
Person(s) to receive notices under the Contract	Authority's nominated person and contact details for service of notices Supplier's nominated person and contact details for service of notices Midcity Place, 71 High Holborn, London WC1V 6EA @atos.net			
Notified Sub- contractors in the event of a TUPE transfer at a Relevant Commencement Date	No TUPE transfers			
<u>General</u>				
Status of Order Form	Issue of this Order Form is an "invitation to treat" by the Authority following the Suppliers' Call-Off ITT Response submitted by the Supplier(s) in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement. On the signature of the Order Form by the Suppliers and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and			

	the Suppliers. This Order Form, together with the Call-Off Terms and Conditions and the applicable provisions of the Framework Agreement (and the other provisions as set out in the Call-Off Terms and Conditions) form a contract (defined as "the Contract" in the Call-Off Terms and Conditions) between the parties as at and from the date of this Order Form. All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form. The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:		
	Schedule 1	Key Provisions	
	Schedule 2	General Terms and Conditions	
	Schedule 3	Definitions and Interpretations Provisions	
	Schedule 4	This Order Form	
	Schedule 5	Information Governance	
	Schedule 6	Security Management	
	Schedule 7	Standards	
	Schedule 8	Software	
Call-Off Terms and	Schedule 9	Installation and Commissioning Services	
Conditions	Schedule 10	Maintenance Services	
	Schedule 11	Guarantee	
	Schedule 12	Staff Transfer	
	Schedule 13	Change Control Process	
	Schedule 14	Calculation of Termination Sum	
	Schedule 15	Not Used	
	Schedule 16	Acceptance Testing	
	Schedule 17	Benchmarking	
	Schedule 18	Governance	
	Any additional Extra Key Provisions set out at Annex 2 below shall be incorporated into the Contract formed by the signature and completion of this Order Form.		
Framework Agreement	The Health Systems Support Framework established by NHS England for and on behalf of NHS England and other contracting authorities. (the " Framework Agreement ").		

Call-Off ITT	The Call-Off ITT as issued by the Authority to invite responses to the relevant mini-competition conducted under and in accordance		
	with the Framework Agreement.		
The Suppliers' response to the relevant Call-Off ITT submethe Suppliers in response to the relevant mini-come conducted under and in accordance with the Frank Agreement and initiated by the issue of a Call-Off ITT Authority.			
Contract Meetings	It is proposed that each of the contract workstreams — Blueprinting and New Hospital Programme - will meet with their respective Atos support teams on a weekly basis to review activity and plan ahead. It is also proposed that a contract-wide meeting be held between the NHP, Blueprinting and Atos Teams every month to ensure contract KPIs are on track, the budget situation is reviewed and any other wider issues discussed.		
Fast-track Change values	N/A		
Contract Term and Termination Provisions			
Term of the Contract	28 Months with a break clause at months 4 and 16		
Extension of Term	Under the Contract is for the Authority to have the right to extend on one or more occasions, on at least 6 months' notice, up to a maximum 18 Months' extension in aggregate. (see Clause 21.2 of Schedule 2 of the Call-Off Terms and Conditions)		
Unilateral Authority right of termination notice period	6 Months		
Maximum Payments following Unilateral Authority right to terminate	N/A		
Maximum Permitted Profit Margin	N/A		
Variation to Termination Sum calculation	N/A		

Insurance on Expiry or Termination	On the expiry or earlier termination of this Contract, the Suppliers are required to ensure that: 1) unless otherwise required in the Extra Key Provisions, any ongoing liability that they have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of six (6) years from termination or expiry of this Contract; and		
	2) where the Deliverables or any part of them could result in liability to any patient in respect of care and/or advice funded by an NHS body, any ongoing liability that the Suppliers have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of up to twenty-one (21) years from termination or expiry of this Contract.		
Contract Deliverables			
Deliverables	The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (including without limitation any item, feature, material, outcome or output). The Deliverables are described at Annex 1 Part 1 of this Order Form ("the Specification"),shall be provided from the Deliverables Commencement Date set out below in accordance with the KPIs set out in the Specification.		
	Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers.		
Priority Deliverable	N/A		
Deliverables Commencement Date	Upon the signature by both parties of this contract.		

Services Commencement Date	15 th November 2022			
Goods Commencement Date	N/A			
Long Stop Date	N/A			
Implementation Plan	The implementation plan submitted as part of the Call-Off ITT Response and set out at Annex 4 below.			
Quality Plans	N/A			
Information Security Management Plan The information security management plan submitted as part the Call-Off ITT Response (if required by the relevant competition conducted in accordance with the Call-Off ITT) and out at Annex 5 below, as may be amended from time to the accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Conducted in accordance with Schedule 6 of the Call-Off Terms and Call-Off Terms and Call-Off Terms and Call-Off Terms and Call-Off Terms				
Insurance	N/A			
Supplier Specific Standards	N/A			
Premises and Property				
Premises and Location(s) for the Delivery of the Deliverables	Services will be delivered remotely but requirements to attend NHS Trust sites and Departmental buildings as necessary.			
Property Licence(s) and/or Lease(s) granted to the Suppliers	N/A			
Information Governance				
Information Governance Provisions (Schedule 5)	The Authority shall act as the controller and the supplier are the processor where data is collected at the request of the Authority.			

Processing of Personal Data	N/A				
Inte	Intellectual Property Rights and Licencing				
Intellectual Property	Any Foreground IPR created during the term or the contract will be the property of the contracting authority.				
Local Health and Care Record Exemplar (LHCRE) Specific IPR	1. N/A				
Supplier Owned Foreground IPR	N/A				
Standard Licence Terms	N/A				
Supplier Software and Third Party Software	No software specifically licensed for this project.				
Contract Price and Payment					
Contract Price	The price(s) to be paid by the Authority to the Suppliers for the provision of the Services, as set out in the Call-Off ITT Response and reproduced at Annex 3.				
Financial Model The Suppliers' Financial Model, submitted if require Authority in the Supplier's Call-Off ITT Response and reat Annex 3.					
Total Contract Price for the purposes of Clause 19 (Limitation of Liability)	As outlined in Annex 3 of this Order Form				

Contracts conditional on the execution of a Guarantee	N/A
Guarantee in favour of NHSE	N/A
Payment Provisions	The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in the Call-Off ITT and reproduced at Annex 3; and The level of reimbursement by the Suppliers to the Authority relating to any service credits in respect of failures by the Suppliers to meet the KPIs, as set out in the Call-Off ITT and reproduced at Annex 3.

Signed by the authorised representative of each AUTHORITY



Full Name:

Job Title/Role: Senior Commercial Manager

Date Signed: 29th November 2022

Signed by the authorised representative of each of the SUPPLIERS



Full Name:

Job Title/Role: Client Delivery Director

Date Signed: 21/11/2022

Order Form Annexes

Annex 1

Part 1: Specification

Part 2: KPI Overview

Part 3: KPIs

Part 4: Calculation of Service Credits

Part 5: Termination Trigger for Accrued KPI Failures

Part 6: Excusing Events

Annex 2

Extra Key Provisions

Annex 3

Contract Price and Payment Terms

Maximum Payments on Unilateral Termination

Supplier's Financial Model

Annex 4

Implementation Plan

Annex 5

Information Security Management Plan

Annex 6

Supplier Solution

Annex 7

Processing of Personal Data

Annex 8

Board Representations and Structures

Annex 9

Standard Licence Terms

Notified Sub-Contractors

Annex 11

Supplier Software and Third Party Software

Annex 1

Annex 1 Part 1: Specification

1.1 The Deliverables

- 1. **Full Blueprints (BPs)** support development and review for New Hospital Programme and the wider Blueprinting programme.¹
- 2. **Blueprints on a Page (BPOAP)** support development and review for New Hospital Programme and the wider Blueprinting programme.
- 3. **Technical Annexes (TAs)** support development and review for New Hospital Programme, and the wider Blueprinting programme support organisations with TAs in areas to be further defined.
- 4. **Learning:** shared learning approaches including video, podcast and webinar.
- 5. **National and Regional Events:** Establish a plan and timeline for putting on both National Blueprinting conference (online or face-to-face) and local/regional learning events; cost to be met from the support budget.
- 6. **Review and refresh of published Blueprints:** Further refresh, refine, publish and disseminate the original FD and NHP Blueprints.
- 7. **Engagement with up to 40+ NHP sites** to identify good practice examples / innovation which can be developed into shared learning products.
- 8. **Developing a strategic approach and operational plan** for creating, promoting and sustaining a number of communities of interest / learning networks.
- 9. **Innovation**: Identify and set up or align with existing Innovation forums / horizon scanning mechanisms.

¹ Blueprints capture all aspects of digital transformation including people, process and technology. They also span good practice across care settings, entire care pathways, digital capabilities (like virtual and remote care and clinical decision support tools), programme phases (from concept to

- 10. **Innovative tools** Bring some of the NHP good practice to life through more cutting-edge comms tools such as 3-D modelling / virtual tours, etc.
- 11. **NHP Business cases** Contribute to the assurance of NHP trust business cases and delivery plans referencing the revised NHP Blueprint Guidance and NHS England standards and architecture guidance. Develop benefits collateral to support business case assurance.
- 12. **Digital Maturity Assessment (DMA):** Support implementation of the new DMA, i.e. how Blueprints (and NHP) relates to the chosen DMA framework.
- 13. **Tagging of Blueprints**: Develop a process for tagging against existing blueprints enhancing the platform with use of analytical processing; enabling users to more easily find the Blueprints all published Blueprints need to be tagged in a consistent way using an agreed lexicon. Proposed tags are:
 - System type or Pathway name, e.g., EPR, COPD, etc
 - Name of supplier(s), e.g., EPIC, Philips etc
 - Name of the product(s), e.g., SystmOne
 - Organisational type(s), e.g., acute, mental health, social care, primary care, etc
 - Region that the organisation lies within
 - Applicable profession(s), e.g., nursing, AHPs, pharmacist, social worker, GP, etc.
 - Relevant Community of Practice/SIG/Learning Network
 - Digital Maturity Assessment, alignment to agreed DMA and/or HIMSS Stages
 - Capability Type(s), e.g. Referral, Medicines Management etc
- 14. **Support the EPR levelling-up agenda**: There is a national priority to ensure all Trusts have an EPR (Coverage), and, where they do, maximise their functionality (Capability). The requirement is to develop a measurable strategy to support these cohorts of Trusts to maximise the use and benefits of the Blueprint library and artefacts.
- 15. **Support communications planning**: develop a cohesive and joined-up communications plan. This would include the following areas of work although this list is not comprehensive and new suggestions/proposals would be welcomed:
 - Communities of Interest / Communities of Practice / SIGs
 - events/webinars around subjects such as ePMA, or use of shared EPR instances
 - campaigns to target specific user groups, e.g. nurses, AHPs, pharmacists, etc
 - adoption stories, videos, podcasts and webinars
 - Support and progress nursing initiatives (and perhaps other professions).
- 16. **Engaging with Primary Care and Social Care**: Support to establish primary care and social care as core Blueprinting workstreams.
 - The ambition is to make the Blueprinting platform the 'place to go to' for support all care settings, including primary care and social care, which are currently only engaged on the periphery.
- 17. **Initial Social Care and Primary Care Blueprints**, within a 12-month period, Blueprint production for these sectors becomes business as usual. To establish these care settings as integral to the platform.
 - Funding has been allocated to social care to:
 - Accelerate the adoption of digital social care record solutions

- Implement or scaling falls prevention technology, such as acoustic monitoring
- Commit to partnership working with local authorities and the independent care sector
- Work in partnership with the digitising social care programme.

To establish social care within the programme work is required to:

- Identify the drivers for change within social care and how Blueprinting can support their aims and objectives
- Work collaboratively with social care leaders to initiate stepped communications with the aim of getting the majority of local authorities registered on the Blueprinting platform
- Where appropriate, take the lead in writing, up to 10 Blueprints in the priority areas identified above.
- 18. **Research on the effectiveness of Blueprints**, e.g. their value, positive attributes, shortcomings, benefits etc. using recognised research methodologies, perhaps engaging with a university
- 19. Pipeline: Refresh the pipeline for new blueprints and networks.

Product, servi	ce, Role(s) and Grade(s) (or equivalent)	Units Required	Sub Total (£)
	Complex Blueprints e.g pathways, user		
Full Blueprints (BPs) –	journeys, implementation stages		
support development and review	Routine Blueprints		
and review	Social/Primary Care Blueprints		
Blueprints on a Page (B	POAP) - support development and review		
Technical Annexes (TA	s) tagging, development and review		
Review/Refresh/Retag in planning pipeline)	most Blueprints (including refresh of forward		
Other chared learning	Videos		
Other shared learning	Podcasts		
approaches	Webinars		
National events			
Regional Events			
NHP Site Engagement			
Learning Network Appro			
operational plan for crea	ating, promoting and sustaining a number of		
communities of interest	/ learning network.		
Learning Network / Spe Delivery	cial Interest Group / Communities of Interest		
Business Case Assurar			
business cases and del			
Blueprint Guidance and NHS England standards and architecture			
guidance			
Contribution to NHP Ma	Contribution to NHP Manual /Hospital 1.0/Futures Content		

Novel content - 3D models, Virtual Tours	
Communication plan	
	Total:
	·

1.2 Division of Service provision between Suppliers/Sub-contractors

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

Supplier Matrix

Supplier	Service
Redmoor Health	Initial Social Care and Primary Care Blueprints
Kings Fund	National and Regional Events

Annex 1 Part 2: KPI Overview

Key Performance Indicators

- 1 During the Term of the Contract the Suppliers shall provide the Deliverables so as to meet the standard under each of the KPIs described below.
- 2 Annex 1 Part 3 of this Order Form sets out the Key Performance Indicators that the Parties have agreed shall be used to measure the performance of the Deliverables by the Suppliers.
- 3 The Suppliers shall monitor their performance against each KPI and shall send the Authority a report detailing the level of service actually achieved in accordance with the provisions of this
 Contract.

4 Subject to:

- (a) any breach of any express provision of this Contract by the Authority (unless, and to the extent, caused or contributed to by the Suppliers); and
- (b) any deliberate act or omission of the Authority or any failure by the Authority to take reasonable steps to carry out its activities in a manner which minimises significant interference with the Suppliers' performance of the Deliverables (save where, and to the extent, caused or contributed to by the Suppliers);
- a failure by the Suppliers to meet any of the KPIs shall be KPI Failure (as defined in the Call-Off Terms and Conditions). Failure to meet a Primary KPI shall be a Primary KPI Failure and failure to meet a Secondary KPI shall be a Secondary KPI Failure.

5 KPI Failure Points, and therefore Service Credits, shall accrue for any KPI Failure. Service Credits shall be calculated in accordance with Annex 1 Part 4 of this Order Form

KPI Failure Points

- 6 If the level of performance of the Suppliers during a Measurement Period achieves the Target Performance Level in respect of a KPI, no KPI Failure Points shall accrue to the Suppliers in respect of that KPI.
- 7 If the level of performance of the Suppliers during a Measurement Period is below the Target Performance Level in respect of a KPI, KPI Failure Points shall accrue to the Suppliers in respect of that KPI as set out in Annex 1 Part 4 of this Order Form
- The number of KPI Failure Points that shall accrue to the Suppliers in respect of a KPI Failure shall be the applicable number as set out in Annex 1 Part 3 of this Order Form depending on whether the KPI Failure is a minor KPI Failure, a serious KPI Failure or a severe KPI Failure as indicated in Annex 1 Part 3 of this Order Form, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraphs 9 and 10 of this Annex1 Part 2 shall apply.

Repeat KPI Failures

Repeat KPI Failures

- 9 If a KPI Failure occurs in respect of the same KPI in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a "Repeat KPI Failure".
- 10 The number of KPI Failure Points that shall accrue to the Suppliers in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

$$SP = P \times 2$$

where:

- SP = the number of KPI Failure Points that shall accrue for the Repeat KPI Failure; and
 - P = the applicable number of KPI Failure Points for that KPI Failure as set out in Annex 1 Part 3 depending on whether the Repeat KPI Failure is a minor KPI Failure, a serious KPI Failure, a severe KPI Failure or a failure to meet the KPI service threshold.

Related KPI Failures

11 If any specific KPI refers to both Service Availability and System Response Times, the System Response Times achieved by the Supplier for any period of time during a Service Period during which the relevant Service or element of a Service is determined to be Non-Available shall not be taken into account in calculating the average System Response Times over the course of that Service Period. Accordingly, the Supplier shall not incur any Service Points for failure to meet System Response Times in circumstances where such failure is a result of, and the Supplier has already incurred Service Points for, the Service being Non-Available.

Annex 1 Part 3: KPIs

1 Primary Key Performance Indicators





2.	Secondary	/ Kev	Performance	Indicators
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Not Used

Contract Price and Payment Terms

Contract Price

<u>Contract i fico</u>		
Product, servic	e, Role(s) and Grade(s) (or equivalent)	
Full Blueprints (BPs) – support development and review	Complex Blueprints e.g pathways, user	
	journeys, implementation stages	
	Routine Blueprints	
	Social/Primary Care Blueprints	
	POAP) - support development and review	
Technical Annexes (TAs	s) tagging, development and review	
Review/Refresh/Retag r	nost Blueprints (including refresh of forward	
planning pipeline)		
Other shared learning approaches	Videos	
	Podcasts	
	Webinars	
National events		
Regional Events		
NHP Site Engagement		
Learning Network Appro		
operational plan for crea		
	cial Interest Group / Communities of Interest	
Business Case Assuran	ce: Contribute to the assurance of NHP trust	
business cases and deli	very plans referencing the revised NHP	
	NHS England standards and architecture	
guidance		
	nual /Hospital 1.0/Futures Content	
Novel content - 3D mode	els, Virtual Tours	
Communication plan		
	То	tal:

Contract Price for permitted extensions to the Term

Following internal approvals obtained then 2023/24 and 2024/25 is valued at £1.66m ex VAT per year.

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

£4,153,000

Annex 4

Implementation Plan (if any)



ATOS - HSSF Knowledge sharing

Information Security Management Plan

Not used

Supplier Solution



Processing of Personal Data

Not Used

Description	Data	
Subject matter of the processing	2 [This should be a high level, short description of what the processing is about i.e. its subject matter]	
Duration of the processing	3 [Clearly set out the duration of the processing including dates]	
Nature and purposes of the processing	[Please be as specific as possible, but make sure that you cover all intended purposes.	
	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.]	
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]	
Categories of Data Subject	[Examples include patients, members of the public users of a particular website etc.]	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	or destroyed.]	

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