






















Health Systems Support Framework: ISFE Implementation Support

<u>References and Date</u>	
Order Reference Number	HSSF24-028 Atamis BC-22782
Date of Order Form	<i>Insert date this Order Form is signed by the Authority-</i> <i>This is effective from the date when first signed by the Authority using Docusign signature and date on page 8 of this contract</i>
<u>Parties and Key Persons</u>	
Authority	NHS England Ground Floor, Wellington House 133-155 Waterloo Rd London SE1 8UG
Suppliers	Deloitte LLP 2 New Street Square, London, United Kingdom, EC4A 3BZ Company House registration : OC303675
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”)	N/A
Contract Managers	

	<table border="1"> <tr> <td><i>Authority's Contract Manager</i></td><td><i>Contract</i></td><td></td></tr> <tr> <td><i>Supplier's Contract Manager(s)</i></td><td><i>Contract</i></td><td></td></tr> </table>	<i>Authority's Contract Manager</i>	<i>Contract</i>		<i>Supplier's Contract Manager(s)</i>	<i>Contract</i>	
<i>Authority's Contract Manager</i>	<i>Contract</i>						
<i>Supplier's Contract Manager(s)</i>	<i>Contract</i>						
Lead Contract Manager (if applicable)	<p><i>Insert the Lead Contract Manager at the commencement of this Contract</i></p> <table border="1"> <tr> <td><i>Authority's Lead Contract Manager</i></td><td>N/A</td></tr> <tr> <td><i>Supplier's Lead Contract Manager</i></td><td>N/A</td></tr> </table>	<i>Authority's Lead Contract Manager</i>	N/A	<i>Supplier's Lead Contract Manager</i>	N/A		
<i>Authority's Lead Contract Manager</i>	N/A						
<i>Supplier's Lead Contract Manager</i>	N/A						
Person(s) to receive notices under the Contract	<table border="1"> <tr> <td><i>Authority's nominated person and contact details for service of notices</i></td><td></td></tr> <tr> <td><i>Supplier's nominated person and contact details for service of notices</i></td><td>     </td></tr> </table>	<i>Authority's nominated person and contact details for service of notices</i>		<i>Supplier's nominated person and contact details for service of notices</i>	   		
<i>Authority's nominated person and contact details for service of notices</i>							
<i>Supplier's nominated person and contact details for service of notices</i>	   						
<i>Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date</i>	N/A						
<u>General</u>							
Status of Order Form	<p>Issue of this Order Form is an "invitation to treat" by the Authority following the Suppliers' Call-Off ITT Response submitted by the Supplier(s) in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement. On the signature of the Order Form by the Suppliers and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and the Suppliers. This Order Form, together with the Call-Off Terms</p>						

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

Call-Off ITT	The Call-Off ITT as issued by the Authority to invite responses to the relevant mini-competition conducted under and in accordance with the Framework Agreement.
Call-Off ITT Response	The Suppliers' response to the relevant Call-Off ITT submitted by the Suppliers in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement and initiated by the issue of a Call-Off ITT by the Authority.
Contract Meetings	<p><i>The</i> default position is that the Authority will minute each meeting in accordance with Clause 11 of Schedule 2 of the Call-Off Terms and Conditions.</p> <p>Please note that any changes to the Processing arrangements outlined in Annex 7 of this Order Form should be dealt with under the procedure outlined in Clause 31.3 of the Call-Off Terms and Conditions.</p>
Fast-track Change values	N/A
<u>Contract Term and Termination Provisions</u>	
Term of the Contract	The common position is that the Term will be the length of the Contract from the Effective Date. You may therefore choose for the Term to be the length of the Contract from an alternative definition such as; 18 ^h March 2024- 30 th April 2024
Extension of Term	N/A
Unilateral Authority right of termination notice period	N/A
Maximum Payments following Unilateral Authority right to terminate	N/A
Maximum Permitted Profit Margin	N/A
Variation to Termination Sum calculation	N/A

<p>Insurance on Expiry or Termination</p>	<p>On the expiry or earlier termination of this Contract, the Suppliers are required to ensure that:</p> <ol style="list-style-type: none"> 1) unless otherwise required in the Extra Key Provisions, any ongoing liability that they have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of six (6) years from termination or expiry of this Contract; and 2) where the Deliverables or any part of them could result in liability to any patient in respect of care and/or advice funded by an NHS body, any ongoing liability that the Suppliers have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of up to twenty-one (21) years from termination or expiry of this Contract. <p>(See Clauses 20.8 and 20.9 of Schedule 2 of the Call-Off Terms and Conditions, respectively)</p> <p>Having regard to the nature of the Deliverables, the Authority should consider whether the period of 6 years (as set out in Clause 20.8) is long enough or whether liability may continue beyond this period and therefore whether a longer period should be specified.</p>
<p style="text-align: center;"><u>Contract Deliverables</u></p>	
<p>Deliverables</p>	<p>The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (including without limitation any item, feature, material, outcome or output). The Deliverables are described at Annex 1 Part 1 of this Order Form ("the Specification"), shall be provided from the Deliverables Commencement Date set out below in accordance with the KPIs set out in the Specification.</p> <p>Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers.</p>

Priority Deliverable	N/A
Deliverables Commencement Date	18 th March 2024
Services Commencement Date	18 th March 2024
Goods Commencement Date	N/A
Long Stop Date	<p><i>Insert date (if any) by which performance of the Deliverables must have been commenced and, failing which, the Authority shall, under the Call-Off Terms and Conditions, have the right to terminate the Contract by notice in writing to the Suppliers</i></p> <p><i>This date can be different for different portions of the Deliverables if required.</i></p>
Implementation Plan	As per the specification and deliverables detailed in Annex 1.
Quality Plans	N/A
Information Security Management Plan	The information security management plan is set out at Annex 5 below, as may be amended from time to time in accordance with Schedule 6 of the Call-Off Terms and Conditions.
Insurance	<p>Details of insurance for employer's liability are:</p> <ul style="list-style-type: none"> • Limit of indemnity: £10 million any one occurrence inclusive of costs and expenses. <p>Certificate to be provided on request</p>
Supplier Specific Standards	N/A
<u>Premises and Property</u>	
Premises and Location(s) for the Delivery of the Deliverables	N/A

Property Licence(s) and/or Lease(s) granted to the Suppliers	N/A
<u>Information Governance</u>	
Information Governance Provisions (Schedule 5)	<i>The default position under the Call-Off Terms and Conditions is that the Authority shall act as a Controller and the Supplier shall act as a Processor.</i>
Processing of Personal Data	<i>Where the Deliverables include the processing of any Personal Data then please complete Annex 7 of the Order Form</i>
<u>Intellectual Property Rights and Licencing</u>	
Intellectual Property	N/A
Local Health and Care Record Exemplar (LHCRE) Specific IPR	N/A
Supplier Owned Foreground IPR	N/A
Standard Licence Terms	N/A
Supplier Software and Third Party Software	N/A

<u>Contract Price and Payment</u>	
Contract Price	Total Value (£) exc.VAT IS £99,000.00
Financial Model	N/A
Total Contract Price for the purposes of Clause 19 (Limitation of Liability)	As outlined in Annex 3 of this Order Form
Contracts conditional on the execution of a Guarantee	N/A
Guarantee in favour of NHSE	N/A
Payment Provisions	<p>The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in the Call-Off ITT and reproduced at Annex 3; and</p> <p>The level of reimbursement by the Suppliers to the Authority relating to any service credits in respect of failures by the Suppliers to meet the KPIs, as set out in the Call-Off ITT and reproduced at Annex 3.</p>

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

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Supplier's Financial Model

Annex 4

Implementation Plan

Annex 5

Information Security Management Plan

Annex 6

Supplier Solution

Annex 7

Processing of Personal Data

Annex 8

Board Representations and Structures

Annex 9

Standard Licence Terms

Annex 10

Notified Sub-Contractors

Annex 11

Supplier Software and Third Party Software

Annex 1 Part 1: Specification

1.1 The Deliverables

ISFE program- Reset Phase 1: Background & Summary of Proposal

*We believe NHS England should now take the time to invest in a **reset of ISFE Program**. We would propose a 2 phase approach to the reset. **Phase 1 (this proposal)** would identify key gaps and an approach to identify the gaps. Phase 2 would execute against the approach agreed in Phase 1 and develop a set of safe delivery criteria, impact assessed, resource loaded plan that is agreeable to all parties.*

Background

NHS England are embarking on a back-office transformation. The current stage gate review has highlighted a number of challenges on the program. These include:

Governance

- **Program delivery model and RACI**– the program delivery model and resourcing may be insufficient to deliver a program of this size and scale. Roles and responsibilities on the program are not clear and need to be clarified on priority. This includes having a program director role with decision-making authority
- **Cadence**– develop a governance cadence through the SRO board to enable strategic aims of the program to be delivered

Risks and Issue Log – The program has a number of risks and issues that aren’t being captured and tracked at a sufficient level of detail and need addressing

Timelines and Plan – the testing timelines have been identified as being aggressive with little to no contingency. Several elements of the delivery plan are insufficient and don’t include the level of detail required in a program of this size.

Quality - The solution quality needs to be sufficiently robust due to being national critical infrastructure (NIC). The ‘safe delivery’ criteria needs to be defined and agreed

Change management – the change plan needs to be robust and detailed to deliver to quality and realise benefits

Cutover and operate – the operate model, implications of SaaS etc. need to be clarified and any gaps need to be addressed

Our Proposal for Phase 1



Review the current plan, process scope, key design decisions, program artefacts (data, integration, configuration and requirement), governance and resourcing to identify any gaps



Principles and objectives agree objectives and underlying principles for the project reset



Gaps identify an agreed set of gaps that need remedying in order to set the program up for success



Plan – Agree a plan to remedy the key gaps, identify the safe delivery criteria and propose a new RACI to set the program up for success

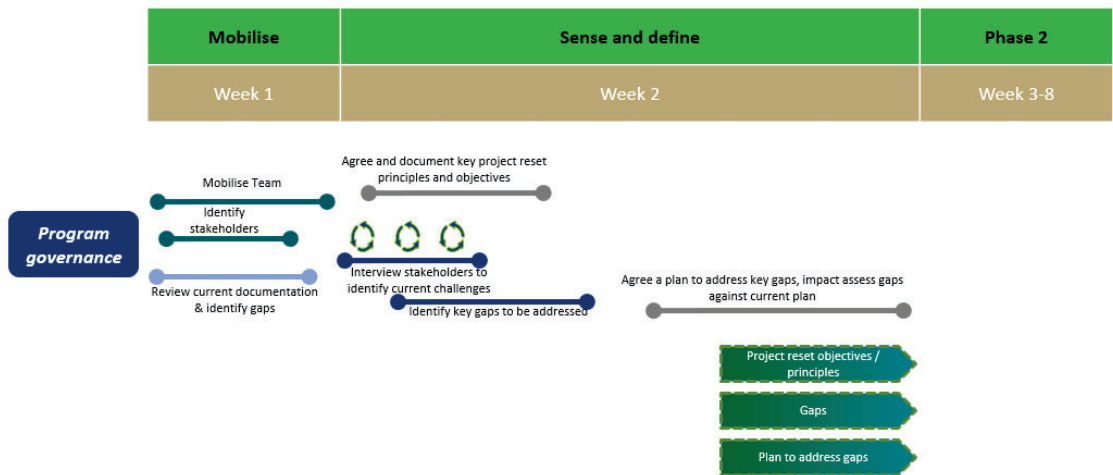
ISFE program – Reset Phase 1: Overview

A program reset is a proportionate way to respond to the Stage Gate 0 report from the IPA. We will follow a systemic approach, based on our Deloitte ERP methodology (Momentum™).



ISFE program – Reset Phase 1 Plan: Key activities

The plan below illustrates the approach to the 2 week – ISFE Reset. This will be a need to be a collaborative activity between NHS England, Deloitte and SBS. The proposal will help lay the right foundations for the project reset to be successful.



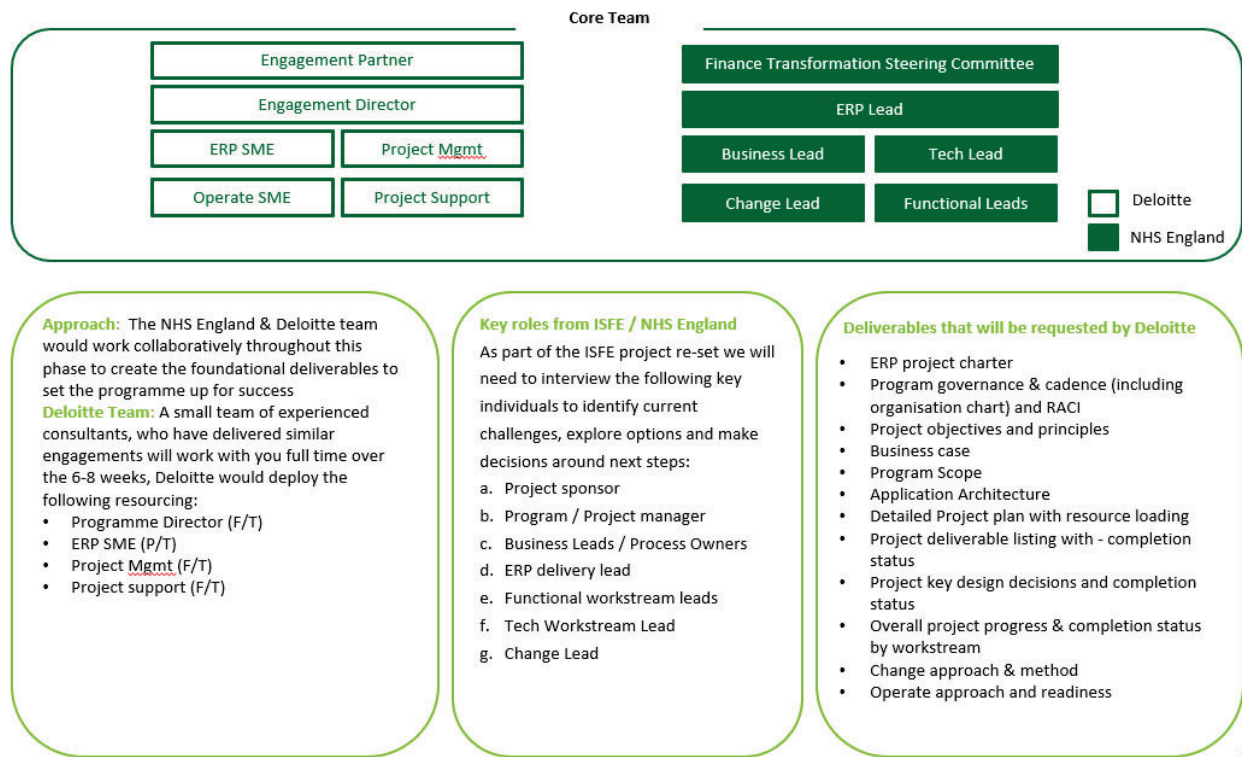
ISFE program - Reset Plan: Key outputs

Over the 2 - week period we will support you to produce the following outputs to set the ISFE program up for successful delivery:



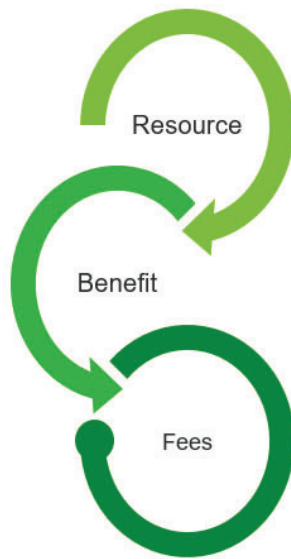
ISFE program – Reset: Team structure and Governance

For the ISFE Program reset, we need a collaborative NHS England team and Deloitte team to work together to create the right foundations to deliver the Oracle ERP Transformation and the associated benefits.



ISFE program – Reset: Commercial

We have outlined below the commercial proposal for ISFE program– Reset.



Proposed ISFE program – Reset would be led by NHS England and Deloitte. Deloitte would provide the following resources:

- Engagement Director
- Program Management Lead
- ERP SME
- Project support

The benefits of the ISFE program– Reset Phase 1 should define a set of objectives and principles for the programme reset, identify key gaps that need to be addressed and a 4-6 weeks plan to create a new resource loaded, impact assessed program plan

We propose that Deloitte performs these services on a **Time & Material basis**. We estimate the Deloitte fees are in the range of **£95K (excluding Tax and VAT) range**, given the information available.

Assumptions

Below, we have outlined the commercial proposal for ISFE program– Reset.

-
- Provide necessary project resources to enable completion and collaboration of the activities
 - You will make available skilled personnel in the locations and at the times reasonably requested by us; Open participation in meetings by key individuals within ISFE project team.
 - Where our work is dependent on outputs from you, you will ensure these are provided by the date(s) requested.
 - When working at your offices you will provide us with the necessary working space and access to IT services (network, printers etc.) to complete our work.
 - You agree that we will not audit or otherwise test or verify the information given to us in the course of the Services.
 - The Project Scope and Roles and Responsibilities requires documentation, communication and clarification which can be achieved via facilitated workshops with the identified representatives who have authority and responsibility for Project Scope and Roles and Responsibilities definition and management.
 - We are not responsible or accountable for defining the Detailed Requirements, Design or Processes, Detailed Plan for the ISFE project
 - We are not responsible for the validity of the requirements, design or processes or any interpretations made in arriving at the agreed final deliverables.
 - Open and timely dialogue on our deliverables and practical implications of our recommendations.
 - You will co-ordinate and manage the relationship with any other third party as engaged by you who may be involved in the delivery of this Project.
 - Deloitte will seek to identify project risks during the course of the work that could reasonably be expected from experience of delivering projects of this nature and communicate them directly to the NHSL England. You assume responsibility for resolving or addressing these risks in a timely manner.
 - All decisions will be made in a manner consistent with Project timelines and deliverables.
 - Deloitte will not be responsible for delays or costs associated with unavailability of necessary ISFE / NHS England resources, but will communicate any such impacts to the Project Sponsors
-

Why Deloitte?

We are leaders in Oracle Applications driving successful transformations

"Deloitte is honoured to receive this recognition from Gartner once again and remains eager to serve as an undisputed leader in business transformation to deliver cloud solutions and power continuous innovation for Deloitte clients." - Jeffrey Davis, Chief Commercial Officer, Deloitte Global Oracle Leader



Gartner Magic Quadrant for Oracle Cloud Application Services, Worldwide 2022
Gartner consistently ranks Deloitte as a leader in Oracle solution delivery; ability to execute & completeness of vision

25+ Years collaborating with Oracle
2,000+ Oracle Projects Delivered
1,400 Oracle Clients Served
65 Deployments in 150+ Countries

150+ Countries
26,181 Oracle practitioners
2,583 Certified practitioners globally
#1 In referenceable Cloud Clients
29 Global delivery centers
700+ Oracle Cloud Client Implementations
20+ Implementations with 50,000+ global employees

Benefits for Egis

- We know how to work with Oracle and have the highest level of access to Oracle leadership and the ability to work seamlessly with them to overcome any issues
- We provide access to Oracle resources who have experience in every functional/technical area to help deliver a smooth, de-risked project
- We leverage our lessons learned from co-development with Oracle and a strong history of influencing their future road map
- You are in safe hands with Deloitte - leverage our repeatable Oracle Playbook-driven approach with proven processes and accelerators that take the guesswork out of design and implementation, de-risking your project
- We have an "Own the Gap" commitment to Oracle and our clients, delivering full functionality for your requirements

CASE STUDY

UK Government

ERP enabled Business Transformation

ISSUE

We are working with a UK client who are in the process of setting up a new shared service organisation underpinned by Oracle Cloud. Client currently have disparate ways of working and a myriad of technologies that are not integrated.

DELOITTE IMPACT

The project scope includes:

- Harmonised business processes, policies and ERP application designs and configuration implemented across multiple departments – to enable consistent ways of working across a diverse organisation, supported by an easy-to-use and future-fit digital solution;
- Over 100 custom components to enhance core application functionality and integrate the new solution into the client's existing architecture;
- A new reporting and MI platform and data warehouse, with a suite of >100 reports (beyond out-of-the-box reporting);
- A custom-built portal, and an API gateway to provide a consistent platform through which current and future integration with the ERP are delivered, conforming to an agreed set of integration standards.
- The solution is being rolled out to 25,000+ professional users and end users across the organisation.

RELEVANCE TO YOU

We know what it takes to deliver large transformation programs in government underpinned by Oracle cloud. We know the common pitfalls and remediations to set the program up for success

CASE STUDY

Private Enterprise

ERP program reset

ISSUE

The client had embarked on a finance transformation program following a merger. They had inherited multiple ERP systems and disparate ways of working with inefficiencies in headcount, process and poor visibility of information to make business decisions. Their ERP program was fraught with delays and was not delivering. Deloitte were asked to review the program and recommend remediations.

DELOITTE IMPACT

The Deloitte team interviewed key individuals and reviewed existing documents including process and application scope, system architecture, program principles, project plan and resourcing. The following key observations were made:

- Number of challenges with pending key design decisions that needed focused time to resolve. The project plan lacked detail.
- Inadequate resourcing (technical, business and change resourcing)
- Not enough focus put on supporting the application post go-live (including questions around insourcing vs outsourcing)

Deloitte worked with the client to rework the program plan to factor in time to:

- Prepare a plan to resolve key design decisions
- Designed a project plan based on good practise
- Proposed a resourcing model after performing resourcing loading against proposed plan

RELEVANCE TO YOU

We have worked with clients in the past to review their programs and provided options and recommendations to course correct and set them up for success.

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
- 8 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.

Worked example based on the following KPI Failure Points regime for a service availability KPI:

Severity Levels	KPI Failure Points
Target Performance Level: 99%	0
Minor KPI Failure: 98.0% - 98.9%	1
Serious KPI Failure: 97.0% - 97.9%	2
Severe KPI Failure: 96.0% - 96.9%	3
KPI Service Threshold: below 96%	4

Example 1:

If the Suppliers achieve a service availability of 98.5% in a given Measurement Period, this will be a minor KPI Failure for this KPI in that Measurement Period and accordingly will accrue 1 KPI Failure Point. If, in the next Measurement Period, it achieves a service availability of 96.5%, this will be a severe KPI Failure and accordingly would normally accrue 3 KPI Failure Points, but as the failure will in these circumstances be a Repeat KPI Failure, this amount is doubled and so the Suppliers will incur 6 KPI Failure Points for this failure (i.e. $SP = 3 \times 2$). If in the next Measurement Period it achieves a service availability of 96.5%, the Suppliers will again incur 6 KPI Failure Points.

Example 2:

If the Suppliers achieve a service availability of 96.5% in a given Measurement Period, this will be a severe KPI Failure for this KPI in that Measurement Period and accordingly accrue 3 KPI Failure Points. If, in the next Measurement Period, it achieves a service availability of 98.5%, this will be a minor KPI Failure and accordingly accrue 1 KPI Failure Point, but as the failure will in these circumstances be a Repeat KPI Failure, this amount is doubled and so the Suppliers will incur 2 KPI Failure Points for this failure (i.e. $SP = 1 \times 2$). If in the next Measurement Period it achieves Service Availability of 96.5%, the Supplier will incur 6 KPI Failure Points.

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

Insert KPIs specified in the Call-Off ITT. If there are not any KPIs applicable to this contract please delete the section below and insert “not used” The KPIs set out below are indicative only and optional and provide a framework to be utilised if applicable for the development of KPIs relevant to the Deliverables

Primary KPIs

Please delete the table below and replace with “Not used” if Primary KPIs are not applicable to this Contract.

1 Primary Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points

2. Secondary Key Performance Indicators

Please delete the table below and replace with “Not used” if Secondary KPIs are not applicable to this Contract.

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points
				Target Performance Level: [xx%] Service Threshold: [xx%]	
				Target Performance Level: [xx%] Service Threshold: [xx%]	

3. Definitions

The following definitions to be utilised in the KPIs may be adapted for use in each Order Form.

Annex 1 Part 4: Calculation of Service Credits

Calculation of Service Credits – Primary KPIs

Please insert mechanism for calculating Service Credits arising from the Suppliers' failure to meet any or each Primary KPI standard – The mechanism will need to convert Primary KPI Failure Points into Service Credits (. Each Service Credit should be attributed a value in £/Pounds Sterling...Please complete "Not used" if Service Credits will not be due from any Suppliers as a consequence of breaching any of the Primary KPIs under this Contract.

Consequences of accruing Secondary Failure Points

Please insert mechanism for calculating Service Credits arising from the Suppliers' failure to meet any or each Secondary KPI standard. The mechanism will need to convert Secondary KPI Failure Points into Service Credits. Each Service Credit should be attributed a value in £/Pounds Sterling. Please complete "Not used" if Service Credits will not be due from the Suppliers as a consequence of breaching any of the Secondary KPIs under this Contract. and/or

Specify alternative remedies such as accelerated contract management meeting or issue of Breach Notice for example

Annex 1 Part 5: Termination Trigger for Accrued KPI Failures

Termination for accrued KPI Failures

Insert figures and measurement periods for the purposes of Clauses 22.5.5, 22.5.6 and 22.5.7 of Schedule 2 of the Call-Off Terms and Conditions

The right for the Authority to terminate the Contract (or at its election part of the Contract relating to a specified portion of the Deliverables) forthwith by notice in writing to the Suppliers shall arise:

- pursuant to Clause 22.5.5 of Schedule 2 of the Call-Off Terms and Conditions upon the accrual of [insert number] Primary KPI Failure Points in any [Month/Quarter - specify];
and
- pursuant to Clause 22.5.6 of Schedule 2 of the Call-Off Terms and Conditions upon the accrual of [insert number] Secondary KPI Failure Points in any [Month/Quarter - specify];
and
- pursuant to Clause 22.5.7 of Schedule 2 of the Call-Off Terms and Conditions upon the occurrence of [insert number] KPI Failures in any Month or upon the occurrence of [insert number] KPI Failures in any Quarter

Annex 1 Part 6: Excusing Events

Insert specific events/actions/circumstances entitling relief from KPI regime and/or other sanction under the Contract that apply to specific Call-Off.

Annex 2

Extra Key Provisions

Any additional terms or amendments to any terms details to be included in this section.

Annex 3

Contract Price and Payment Terms

Contract Price

Total Value (£) exc.VAT IS £99,000.00

Contract Price for permitted extensions to the Term

Insert Contract Price for any extension pursuant to Clause 21 of Schedule 2 of the Call-Off Terms and Conditions.

Insert Contract Price for any other extension stipulated in the Call-Off ITT and/or Order Form.-

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

Insert either:

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

OR

Termination Date	Maximum Unrecovered Payment (£ inclusive of VAT)	Maximum Breakage Cost Sum (£ inclusive of VAT)	Maximum Termination Sum (£ inclusive of VAT)
Anytime before or including the first anniversary of the Effective Date			
Anytime after the first anniversary of the Effective Date and before the end of the day on which the second anniversary the Effective Date falls.			
Anytime after the second anniversary of the Effective Date and before the end of the day on which the third anniversary the Effective Date falls.			
<i>Insert as many rows as required, or do not adjust maximum amounts by year of the contract</i>			

Such different figure adjusted to reflect any Painshare Arrangement or any Gainshare Arrangement or any Outcomes

Payment Provisions

Insert payment provisions/structure from Call-Off ITT

Payment provisions/structure in respect of each Supplier to be stated separately in respect of their portion of the Deliverables

Please state if in any case invoicing arrangements and/or payment is to be via a third party or another Supplier.

Maximum Payments on Unilateral Termination by Authority

Suppliers' Financial Model (if applicable)

Annex 4

Implementation Plan (if any)

Insert Implementation Plan, if there any otherwise state not applicable

Annex 5

Information Security Management Plan

Insert Information Security Management Plan

Annex 6

Supplier Solution

As detailed in Annex 1

Annex 7

Processing of Personal Data

This annex shall be inserted as the Annex to Schedule 5 of the Call-Of Terms and Conditions.

1. The Suppliers are only authorised to Process Personal Data in accordance with this Annex.
2. The Suppliers shall comply with any further written instructions with respect to Processing from the Authority from time to time.
3. Any such further instructions shall be incorporated into this Annex.

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	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>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.]</p>
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	[Describe how long the data will be retained for, how it will be returned or destroyed.]

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

Annex 8

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

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

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

Program Board Representation and Structure

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

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

Technical Board Representation and Structure

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

Risk Management Board Representation and Structure

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

Annex 9

Standard Licence Terms

Not applicable

Annex 10

Notified Sub-Contractors

Not applicable

Annex 11

Supplier Software and Third Party Software

Not applicable