

Health Order Form

CALL-OFF REFERENCE:	C139197
THE BUYER:	NHS England
BUYER ADDRESS	7 and 8 Wellington Place, Leeds, LS1 4AP
THE SUPPLIER:	BJSS Limited
SUPPLIER ADDRESS:	1 Whitehall Quay, Leeds, England, LS1 4HR
REGISTRATION NUMBER:	02777575
<div></div>	
DATE OF ISSUE:	02 March 2023
CALL-OFF START DATE:	09 March 2023
ACTUAL SERVICES COMMENCEMENT DATE:	09 March 2023
CALL-OFF EXPIRY DATE:	08 March 2027
CALL-OFF INITIAL PERIOD:	48 months
CALL-OFF OPTIONAL EXTENSION PERIOD:	12 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 months
HANDOVER DATE (IF APPLICABLE) – SEE CALL OFF SCHEDULE 13A	N/a
CALL-OFF CONTRACT VALUE INITIAL PERIOD (excl. VAT):	£25,600,000 GBP twenty five million six hundred thousand

ANNEXES TO THIS ORDER FORM

The following Annexes form part of this Health Order Form.

Annex	Title	Version
Annex 1	Statement of Work (Specification) Template	2.0.1
Annex 2	Statement of Work (Costs) Template	1.0.1
Annex 3	Special Terms	1.0.1
Annex 4	Buyer's Mandatory Policies	1.0.1
Annex 5	Processing Personal Data	2.0.1
Annex 6	Key Subcontractors	1.0.1
Annex 7	Applicable Standards	1.0.1

STATEMENTS OF WORK

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute Statements of Work ("SOW"). Once signed by the Parties, the Statements of Work shall be incorporated into and will form part of this Call-Off Contract.

The following SOW[s] will be executed at the same time as the Call-Off Contract:

Annex	Title	Version
SOW001	SOW01 Risk Stratification DevOps	1.0F

The following SOW[s] form part of the Invitation to Tender and remain as drafts as at the date of this Call-Off Contract. The Buyer reserves the right to amend and update these SOWs following the execution of the Call-Off Contract.

Annex	Title	Version
	None	

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A Statement of Work consists of two parts however the Specification and Costs together form the Statement of Work:

- **Specification:** the technical specification developed using template contained in the attached Annex 1 of this Health Order Form: Statement of Work Template (Specification); and
- **Costs:** the pricing workbook which shall be output from the Commercial model. An example of this may be found in Annex 2 of this Health Order Form: Statement of Work Template (Costs).

The Parties agree that the templates in both Annex 1 and Annex 2 to this Health Order Form may be updated by the Buyer from time to time to reflect emerging Buyer needs. The Buyer shall notify the Supplier of any material change to the template in writing.

CALL-OFF TERMS

The following sections of this Order Form include optional wording. Where such wording is marked with a ☒ that wording is included and applicable to this Call-Off Contract.. Where the wording is not marked as applying (i.e. ☐), then that wording is not incorporated into this Call-Off Contract.

For each of the documents listed below:

- Where the document is not marked as applying (☐), then those documents are not incorporated into this Call-off Contract.
- Where the document is marked as applying (☒), then those documents are incorporated into this Call-off Contract.

Schd.	Title	Ver.	Applies
THE ORDER FORM AND ANNEXES			
	This Order Form (including all Annexes)	6.1	<input checked="" type="checkbox"/>

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Schd.	Title	Ver.	Applies
JOINT SCHEDULES			
J01	Joint Schedule 1 Definitions	3.7.1	<input checked="" type="checkbox"/>
J02	Joint Schedule 2 Variation Form	3.1.1	<input checked="" type="checkbox"/>
J03	Joint Schedule 3 Insurance Requirements	3.1.1	<input checked="" type="checkbox"/>
J04	Joint Schedule 4 Commercially Sensitive Information	3.1.4	<input checked="" type="checkbox"/>
J05	Joint Schedule 5 Corporate Social Responsibility	3.2.1	<input checked="" type="checkbox"/>
J06	Joint Schedule 6 Key Subcontractors	3.1.1	<input checked="" type="checkbox"/>
J07	Joint Schedule 7 Financial Difficulties	3.3.1	<input checked="" type="checkbox"/>
J08	Joint Schedule 8 Guarantee	3.2.1	<input type="checkbox"/>
J09	Joint Schedule 9 unused		<input type="checkbox"/>
J10	Joint Schedule 10 Rectification Plan	3.0.1	<input checked="" type="checkbox"/>
J11	Joint Schedule 11 Processing Data	4.1.1	<input checked="" type="checkbox"/>
J12	Joint Schedule 12 Supply Chain Visibility	1.0.1	<input checked="" type="checkbox"/>

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Schd.	Title	Ver.	Applies
CALL-OFF SCHEDULES			
C01	Call-Off Schedule 1 Transparency Reports	3.0.2	<input checked="" type="checkbox"/>
C02	Call-Off Schedule 2 Staff Transfer	3.2.2	<input checked="" type="checkbox"/>
C03	Call-Off Schedule 3 Continuous Improvement	3.0.1	<input checked="" type="checkbox"/>
C04	Call-Off Schedule 4 Call-Off Tender	3.1.1	<input checked="" type="checkbox"/>
C05	Call-Off Schedule 5A Health Pricing Details and Expenses Policy	3.1.1	<input checked="" type="checkbox"/>
C05.1	Call-Off Schedule 5A Annex 1 Call-Off Contract Prices	1.0	<input checked="" type="checkbox"/>
C05.2	Call-Off Schedule 5A Annex 2 Specific Technology Uplifts	1.0	<input checked="" type="checkbox"/>
C06	Call-Off Schedule 6 ICT Services	3.4.1	<input type="checkbox"/>
C07	Call-Off Schedule 7 Key Supplier Staff	3.0.1	<input checked="" type="checkbox"/>
C08	Call-Off Schedule 8 Business Continuity and Disaster Recovery Plan	3.2.1	<input checked="" type="checkbox"/>
C09	Call-Off Schedule 9A Health Security including Annexes 1,2 & 3	3.4.2	<input checked="" type="checkbox"/>
C09.4	Call-Off Schedule 9A Health Security including Annex 4 ISMS	3.4.2	<input type="checkbox"/>
C10	Call-Off Schedule 10A Health Exit Management	3.1.1	<input checked="" type="checkbox"/>
C11	Call-Off Schedule 11 Not Used		<input type="checkbox"/>
C12	Call-Off Schedule 12 Not Used		<input type="checkbox"/>
C13	Call-Off Schedule 13A Health Implementation Plan and Testing	3.2.2	<input type="checkbox"/>
C14	Call-Off Schedule 14 Service Levels	3.1.1	<input type="checkbox"/>
C15	Call-Off Schedule 15A Health Supplier and Contract Management	3.1.1	<input checked="" type="checkbox"/>
C16	Call-Off Schedule 16 Benchmarking	3.2	<input checked="" type="checkbox"/>
C17	Call-Off Schedule 17 MOD Terms		<input type="checkbox"/>
C18	Call-Off Schedule 18 Background Checks	3.0.1	<input checked="" type="checkbox"/>
C19	Call-Off Schedule 19 Scottish Law		<input type="checkbox"/>
C20	Call-Off Schedule 20 Call-Off Specification <i>As updated and supplemented by executed Statements of Work .</i>	3.0.2	<input checked="" type="checkbox"/>
C21	Call-Off Schedule 21 Northern Ireland Law		<input type="checkbox"/>
C22	Call-Off Schedule 22 Not Used		<input type="checkbox"/>
C23	Call-Off Schedule 23 Health Additional Call-Off Terms	1.0.3	<input checked="" type="checkbox"/>
C24	Call-Off Schedule 24 Health Probity	1.0.1	<input checked="" type="checkbox"/>
C25	Call-Off Schedule 25 Ethical Walls Agreement	N/A	<input type="checkbox"/>
C26	Call-Off Schedule 26 Form of Licence	1.0.1	<input type="checkbox"/>

FRAMEWORK CONTRACT RM6221

This Order Form is for the provision of the Deliverables and is dated as of the Date of Issue.

The Order Form and accompanying Schedules are issued pursuant to the Framework Contract with the reference number RM6221 for the provision of Digital Capability for Health Deliverables.

Defined terms used in this Order Form shall be interpreted in accordance with Joint Schedule 1 (Definitions), as updated by Annex 3 of this Order Form (Special Terms).

In this Call-Off Contract, a reference to a schedule numbered N, shall be interpreted as a reference to a schedule NA. For example, a reference to a Call-Off Schedule 5 (Pricing Details and Expenses Policy), shall be interpreted as a reference to Call-Off Schedule 5A (Pricing Details and Expenses Policy).

The Parties signature and agreement of this Order Form will not oblige the Buyer to buy or the Supplier to supply Deliverables. Commitment to buy and to supply the Deliverables shall occur when the parties execute Statements of Work. The parties shall keep a log of the agreed Statements of Work.

ORDER OF PRECEDENCE

In the event that any documents conflict, the following order of precedence applies.

Documents listed at lower numbers in this list shall take precedence over documents listed with higher numbers:

1. This Order Form including the Order Form Annexes.
2. Executed Statements of Work
3. C23 - Call-Off Schedule 23 (Health Additional Call-Off Terms)
4. RM6221 DCFH Core Terms (version 3.0.9)
5. All remaining RM6221 Joint Schedules
6. All remaining Call-Off Schedules (excluding C04)
7. C04 - Call-Off Schedule 4 (Call-Off Tender)

Save as specifically agreed in this Health Order Form and Call-Off Schedule 6 (ICT Services), no Supplier terms form part of this Call-Off Contract. That includes any terms presented at the time of delivery or referenced by the Supplier in C04 - Call-Off Schedule 4 (Call-Off Tender).

For the avoidance of doubt, any variation of the Framework Terms by CCS following the signature of this Order Form, shall not automatically vary this Call-Off Contract. Any variation to the Call-Off Contract shall be in accordance with Clause 24 of the Core Terms.

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CALL-OFF SERVICE PROVISION(S):

The following details the scope of required services and Deliverables at a high level. Further detail may be found within the detailed requirements documented within Call-Off Schedule 20 (Call-Off Specification),

Service Provision	Description	Main Service	Extra Services
DevOps Services	support for ongoing live services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Digital Definition Services	Either separately or combined GDS Discovery (as extended under Extended Discovery under Paragraph 4.3 below) and /or Alpha phases.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Build and Transition Services	either separately combining GDS Beta phase and/or Retirement phases (including transition to Live). It is anticipated that Live will be covered by an appropriate competition for DevOps Services.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
End-to-End Development Services	with the ability to combine the full set of GDS agile phases of Discovery through to Live.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Data Management (and similar) Services	primarily targeted at building, enhancing, and maintaining data assets, migrating data from one system to another and analysis and reporting from such data assets.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CALL-OFF SPECIAL TERMS

This Order Form amends the Framework Terms as detailed in Annex 3 (Special Terms). Any reference to a Call-Off Schedule, Joint Schedule or the Core Terms shall refer to them as amended by Annex 3. The Special Terms contained in Annex 3 are incorporated into this Call-Off Contract

CALL-OFF DELIVERABLES

The Call-Off Deliverables shall be as documented at a high level in Call-Off Schedule 20 (Call-Off Specification) and more specifically within individual Statements of Work.

Unless explicitly agreed in a Statement of Work, the Supplier will not make available or provide any Supplier Existing IPRs or Third Party IPRs as part of the Deliverables.

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The Supplier will not make available or provide any Supplier or 3rd party COTS Software as part of the Deliverables without the prior written consent of the Buyer to be provided in a Statement of Work.

In the event that the Authority requests to license Supplier or Third Party COTS Software from or via the Supplier such arrangements will be specifically agreed as part of the applicable Statement(s) of Work.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is as stated in Clause 11.2 of the Core Terms.	
The Estimated Year 1 (12 month) Charges (excluding VAT) used to calculate liability in the first Contract Year is:	

CALL-OFF CHARGES

The Framework utilises Capped Time and Materials, based on competed day rates, as the underlying basis of charging for the Call-Off Contract overall.

However, individual SOWs may be required to be priced based on any of the charging methods detailed below. More information on these may be found in Call-Off Schedule 5 (Pricing Details):

- (1) Capped Time and Materials
- (2) Incremental Fixed Price
- (3) Fixed Price

REIMBURSABLE EXPENSES

The Rate Card includes all expenses related to delivering the Services at the locations specified in the Statements of Work. See Framework Schedule 3 (Framework Prices), and Paragraph 8 of Expenses Policy in Annex 1 of Call-Off Schedule 5A (Health Pricing Details and Expenses Policy).

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MATERIAL KPIs***Call-Off Schedule 15A Health Supplier and Contract Management***

The following Material KPIs shall apply to this Call-Off Contract in accordance with Paragraph 9 of Call-Off Schedule 15A:

Material KPI	Target	Measured by
Not applicable		

PAYMENT METHOD

Payments shall be made in accordance with Paragraph 8 of Call-Off Schedule 15A (Health Supplier and Contract Management).

BUYER'S INVOICE ADDRESS

Name	NHS England (NHS Digital)
Email address	sbs.apinvoicing@nhs.net
Address	NHS England T56 Payable A125 PO Box 312 Leeds LS11 1HP
Invoicing Information	<p>Any queries regarding outstanding payments should be directed to NHS England (NHS Digital) Accounts Payable section by email at:</p> <p>financialaccounts@nhs.net.</p> <p>Invoices should clearly quote the purchase order number, be addressed to the above address and be sent as a PDF attachment by email to the following email address</p> <p>sbs.apinvoicing@nhs.net (one invoice per PDF)</p> <p>Emails must not exceed 10Mb and quote</p> <p>'T56 Invoice Scanning'</p> <p>in subject line. Alternatively, invoices can be sent via post to the above address.</p>

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BUYER'S AUTHORISED REPRESENTATIVE

Name	
Role	
Phone	
Email address	
Address	

STANDARDS REQUIREMENTS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the current relevant Call-Off Standards as set out in Annex 7 (Applicable Standards) of this Order Form as amended or supplemented by any Statement of Work.

BUYER'S MANDATORY POLICIES

The Buyer does not currently have a stand-alone Environmental Policy.

The Supplier shall (and shall ensure the Supplier's employees, contractors and subcontractors shall) comply with the Buyer's mandatory policies detailed in the table at Annex 4 (Mandatory Policies) of this Order Form and as updated from time to time.

In the event of a difference between any Buyer's policy and Supplier's policy (or their Subcontractor's, policy), the Supplier agrees that the Buyer's policy shall take precedence, save where otherwise agreed in the table below or in a Statement of Work.

The following supplier's policy shall take precedence over the following Buyer's policies	
Buyer's Policy Title	Supplier's Policy Title
Not used	

SUPPLIER'S AUTHORISED REPRESENTATIVE

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SUPPLIER'S CONTRACT MANAGER

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THE FOLLOWING JOINT SCHEDULES ARE UPDATED IN ACCORDANCE WITH THE OPTIONS IDENTIFIED AND SELECTED BELOW.

INSURANCES***Joint Schedule 3 (Insurance Requirements)***

Are additional insurances required in addition to that required by Joint Schedule 3 (Insurance Requirements)?	<input type="checkbox"/>

COMMERCIALLY SENSITIVE INFORMATION***Joint Schedule 4 (Commercially Sensitive Information)***

For information, in addition to names and other sensitive information in this Order Form and the data already identified in Schedule 4, as a minimum the following schedules will be redacted from the published contract:

- Bidders responses to any initial Statements of Work (specifications and costs);
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5A Annex 1 (Call-Off Contract Prices)
- Call-Off Schedule 5A Annex 2 (Specific Technology Uplifts)
- Call-Off Schedule 25 (Ethical Walls Agreement)
- Call-Off Schedule 26 (Form of Licence)

Is there additional Commercially Sensitive Information in addition to that listed in Joint Schedule 4 (Supplier's Commercially Sensitive Information)?	<input type="checkbox"/>

SOCIAL VALUE COMMITMENT***Joint Schedule 5 (Corporate Social Responsibility)***

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Joint Schedule 5 (Corporate Social Responsibility) as detailed below.

The Supplier agrees to comply with the Social Values in <i>Joint Schedule 5 (Corporate Social Responsibility)</i> .	<input checked="" type="checkbox"/>
The Supplier may but is <u>not</u> required to comply with the Social Values in <i>Joint Schedule 5 (Corporate Social Responsibility)</i> .	<input type="checkbox"/>

KEY SUBCONTRACTOR(S)***Joint Schedule 6 (Key Subcontractors)***

The Key Subcontractors are as set out in Annex 6 (Key Subcontractors) of this Order Form.

FINANCIAL DIFFICULTIES***Joint Schedule 7 (Financial Difficulties)***

The following definitions supersede the definition of Monitored Company and Annex 1 of Joint Schedule 7 (Financial Difficulties).

“Monitored Company”	means the Supplier, together with: (where marked as applicable below) <ul style="list-style-type: none"> the Guarantor; any Key Subcontractor. 	<input type="checkbox"/>
“Rating Agencies”	<u>Experian.</u> The Buyer uses Experian as part of its assessment of the financial standing of the Supplier. In the event that the Experian credit report highlights concerns regarding the Supplier, the Buyer will use [REDACTED] to do a more comprehensive and qualitative assessment of the financial standing of the Supplier and for the purposes of Joint Schedule 7 (Financial Difficulties). Rating agency 2	<input type="checkbox"/>

With regard to section 4 (What happens if there is a financial distress event) clause 4.2 shall, unless explicitly checked otherwise below, apply:

There are, or are likely to be, Key Subcontractors, etc. and clause 4.2 regarding CCS rights and remedies shall apply	<input type="checkbox"/>
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The following Credit Rating Thresholds replace Part 1: Current Rating within Annex 2 of Joint Schedule 7 (Financial Difficulties)

Entity	Credit rating (long term)
Supplier	[REDACTED]
Guarantor	
Key Subcontractor/s	[REDACTED]

GUARANTEE***Joint Schedule 8 (Guarantee)***

Where the financial evaluation has indicated the need for a Deed of Guarantee, A Deed of Guarantee shall be agreed in accordance with the template at Joint Schedule 8 (Guarantee).

PROCESSING PERSONAL DATA***Joint Schedule 11 (Processing Data)***

Annex 5 (Processing Personal Data) of this Order Form shall be read in place of Annex 1 of Joint Schedule 11 (Processing Data). Joint Schedule 11 continues to apply in its entirety.

GRANT OF THIRD PARTY RIGHTS TO CONTROLLERS***Joint Schedule 11 (Processing Data)***

The named third-party public-sector Controllers detailed in Annex 5 (Processing Personal Data) of this Order Form will not be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.	<input checked="" type="checkbox"/>
The named third-party public-sector Controllers detailed in Annex 5 (Processing Personal Data) of this Order Form will be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.	<input type="checkbox"/>

MAINTENANCE OF DATA PROTECTION RECORDS***Joint Schedule 11 (Processing Data)***

Obligation	Obligation Applies*
The Processor <u>shall maintain</u> complete and accurate records and information to demonstrate its compliance with Joint Schedule 11 (Processing Data) and Annex 5 (Processing Personal Data) of this Order Form.	<input checked="" type="checkbox"/>
The Processor <u>is not required</u> to maintain complete and accurate records and information to demonstrate its compliance with Joint Schedule 11 (Processing Data) and Annex 5 (Processing Personal Data) of this Order Form.	<input type="checkbox"/>
* this obligation can only be changed to 'No' (i) where the Processor employs less than 250 staff, and (ii) the Controller(s) under the Contract all agree the obligation can be disapplied in accordance with the criteria in paragraph 9 of Joint Schedule 11.	

THE FOLLOWING CALL-OFF SCHEDULES ARE UPDATED IN ACCORDANCE WITH THE OPTIONS IDENTIFIED AND SELECTED BELOW.

TRANSPARENCY REPORTS

Call-Off Schedule 1 (Transparency Reports)

The following transparency reports shall apply to the Call-Off Contract.

Title	Content	Format	Frequency
Performance metrics	Summary of Service Level for each month during the preceding Quarter, including: <ul style="list-style-type: none"> - Service Level Performance Measure; - Service Level Threshold Whether any Service Credits were owed	MS Word or Excel	Quarterly, when requested by the Buyer
Call-Off Contract Charges	Summary Charges under the Call-Off Contract for the preceding quarter	MS Word or Excel	Quarterly, when requested by the Buyer
Key Subcontractors and supply chain governance	Key Sub-Contractors utilised in the contract, including proportion of Call Off Contract Charges spent with sub-contractors	MS Word or Excel	Quarterly, when requested by the Buyer
Technical – Not Used	N/A	N/A	N/A
Performance and underperformance management	Break down of resources used in delivery of the Services over previous quarter, including: <ul style="list-style-type: none"> - Roles - Grade Days utilised	MS Word or Excel	Quarterly, when requested by the Buyer
Resource plans – Not Used	N/A	N/A	N/A

STAFF TRANSFER
Call-Off Schedule 2 (Staff Transfer)

The Parties expectations as to the application of TUPE as at the agreement of this Health Order Form is set out below. In the unlikely event that TUPE does apply contrary to the expectation of the Parties, then Call-Off Schedule 2 (Staff Transfer) shall be deemed to apply notwithstanding the expectation of the parties set out below. In such an event, the Parties agree to co-operate with each other, applying the terms of Call-Off Schedule 2 (Staff Transfer), to plan and execute TUPE arrangements.

Parties joint understanding as to the application of TUPE	Applies?	Interpretation
There is a Staff Transfer from Buyer on entry (1 st generation)	<input type="checkbox"/>	If Yes, Part A of Call-Off Schedule 2 shall apply.
There is a Staff Transfer from former / incumbent supplier on entry (2 nd generation)	<input type="checkbox"/>	If Yes, Part B of Call-Off Schedule 2 shall apply.
There is both a 1 st and 2 nd generation Staff Transfer on entry.	<input type="checkbox"/>	If Yes, both Part A and Part B of Call-Off Schedule 2 shall apply.
<u>Pensions</u> - The following pensions shall apply to the Staff Transfer:	<input type="checkbox"/>	D1 (CSPS)
	<input type="checkbox"/>	D2 (NHSPS)
	<input type="checkbox"/>	D3 (LGPS)
	<input type="checkbox"/>	D4 Other Schemes (specify which ones)
	<input type="checkbox"/>	Not Applicable
There is no Staff Transfer (either 1 st or 2 nd generation) at the Start Date.	<input checked="" type="checkbox"/>	Part C of Call-Off Schedule 2 shall apply.
Part E of Call-Off Schedule 2 (Dealing with Staff Transfer on exit) shall apply to every Call-Off Contract.		

OFFSHORE WORKING***Call-Off Schedule 5A – Health Pricing Details and Expenses Policy***

Non-UK Suppliers or Subcontractors are acceptable.	<input checked="checked" type="checkbox"/>
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Where non-UK Suppliers or Subcontractors are used, the applicable rate card(s) shall be appended to Call-Off Schedule 5A (Health Pricing Details and Expenses Policy) and Services provided by such Supplier Staff or Subcontractors shall be charged at rates no greater than those set out in the applicable rate card.

Non-UK Suppliers and Subcontractor rates are not permitted to be incorporated as part of a Call-Off Competition offer. Rates at time of competition must be based on supplying from the UK to the UK at and will be evaluated accordingly. As per the original Framework competition, Non-UK Suppliers are a value-added option which the Buyer may agree to take advantage of post contract award.

Where non-UK Subcontractors are used, the Supplier shall ensure it outlines its approach for offshore delivery in accordance with Joint Schedule 11 (Processing Data) and Call-Off Schedule 9A (Security).

KEY STAFF***Call-Off Schedule 7 (Key Supplier Staff)***

The key staff applicable for each Statement of Work shall be detailed in the relevant agreed Statement of Work.

BUSINESS CONTINUITY AND DISASTER RECOVERY***Call-Off Schedule 8 (Business Continuity and Disaster Recovery)***

The minimum frequency of review of the BCDR Plan (and subsequent submission of the "Review Report" to the Buyer, as laid out under clause 6. (Reviewing and changing the BCDR Plan) shall be amended as follows:

The minimum frequency of review of the BCDR Plan by the Supplier shall be:	6 calendar Months
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BUYER'S SECURITY REQUIREMENTS

Call-Off Schedule 9A (Health Security)

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant security requirements set out in Call-Off Schedule 9A (Health Security) and any additional security requirements as detailed below.

Schedule 9A - Annex 2: Data Security by Design	<input checked="" type="checkbox"/>
Schedule 9A - Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures	<input checked="" type="checkbox"/>
Schedule 9A - Annex 4: Information Security Management Document Set Template	<input type="checkbox"/>
Additional Security requirements will apply to this Call-Off Contract.	<input type="checkbox"/>
Document provided in Schedule 9A - Annex 2: Data Security by Design <i>Buyer's Security Requirements</i>	<input checked="" type="checkbox"/>

EXIT

Call-Off Schedule 10A (Health Exit Management)

The Supplier is required to provide a draft Exit Plan.	<input checked="" type="checkbox"/>
Within the specified months of the Start Date the Supplier shall provide the draft Exit Plan.	2 months

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IMPLEMENTATION AND TRANSITION

The Parties agree an Implementation Plan is Required:	<input type="checkbox"/>
The Implementation Plan shall include Delay Payments:	<input type="checkbox"/>
Number of working days from the Call-Off Contract Start Date within which a further draft of the Implementation Plan shall be provided by the Supplier (unless agreed otherwise in writing by the Buyer)	N/a

See paragraph 3.1 of Part A of Call- Off Schedule 13A (Health Implementation Plan and Testing) for further information.

Transition Period and Plan

The Parties agree a Transition Plan is Required:	<input type="checkbox"/>
The Transition Plan forms part of the overall Implementation Plan. The Parties agree the Transition Period shall be for the following period:	N/a

See Call-Off Schedule 13A (Health Implementation Plan and Testing) paragraph 8.2

The Parties agree that Transition Period Progress meetings are required	<input type="checkbox"/>
The frequency of the Transition Period progress meetings shall be as follows:	N/a

SERVICE LEVELS**Call-Off Schedule 14 (Service Levels)**

The parties agree that Services Levels apply to the Deliverables:	<input type="checkbox"/>
The Service Credits apply to the Deliverables:	<input type="checkbox"/>
Critical Service Level Failure” means: N/A	
Service Credit Cap means: N/A	

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

The Parties agree that a balanced scorecard shall apply to the Call-Off Contract	<input checked="" type="checkbox"/>
The Supplier shall provide a template balanced scorecard that meets the principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (as updated), this number of months from the Call-Off Contract Start Date, for the Buyers review and approval.	6 Months

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Signatures below:

Signed by an authorised signatory for and on behalf of NHS England (the '**Buyer**').

Buyer Signature

Signed by an authorised signatory for and on behalf of (the '**Supplier**').

Supplier Signature

Appendix 1

Each Statement of Work will have a unique SOW reference.

The naming convention for such SOWs shall be:

[Contract Ref] SOW[00] [SOW Title] (Spec) v0N. N[F/D] ddmmyy

[Contract Ref] SOW[00] [SOW Title] (Costs) v0N.N[F/D] ddmmyy

Where F is for Final and D is for Draft, e.g.

C12345 SOW01 My Statement of Work Title (Spec) V01.0F 29Sep21

1. STATEMENT OF WORK (“SOW”) DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
SOW Reference:	insert SOW Reference
SOW Title:	insert SOW Title
SOW Version:	V1.0
SOW Status:	DRAFT or FINAL
Date of SOW:	Click or tap to enter a date.
Call-Off Contract Reference:	insert Call-Off Contract Reference
Call-Off Contract Title	insert Call-Off Contract Title
Variation Reference	insert Variation Reference (e.g. Vnumber from Atamis)
Buyer Portfolio Number:	Insert Portfolio Code/s
Supplier:	Insert Name of Supplier
SOW Start Date:	This SOW shall commence on insert SOW Start Date
SOW End Date:	This SOW shall expire on insert SOW End Date
Duration of SOW:	insert Duration of SOW

2. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT										
Framework Services	The following Framework Services are incorporated within this Statement of Work									
	Service Provision			Main Service	Others					
	DevOps Services			<input type="checkbox"/>	<input type="checkbox"/>					
	Digital Definition Services			<input type="checkbox"/>	<input type="checkbox"/>					
	Build and Transition Services			<input type="checkbox"/>	<input type="checkbox"/>					
	End-to-End Development Services			<input type="checkbox"/>	<input type="checkbox"/>					
	Data Management (and similar) Services			<input type="checkbox"/>	<input type="checkbox"/>					
SOW Background	Insert reference back to the scope of the Call-Off to which this SOW relates.									
Delivery phase(s)	Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live.									
Overview of Requirement	Insert a text description of what is to be undertaken under cover of this SOW – provide the detail by reference to the milestones.									
Accountability Models	Please tick the single Accountability Model that shall be used under this Statement of Work:									
	Sole Accountability	<input type="checkbox"/>	Self-Directed Team	<input type="checkbox"/>	Rainbow Team	<input type="checkbox"/>				
Emergency/Backfill/Step-In Services	<p>The Buyer confirms that the Services provided under this Statement of Work are provided on an emergency, backfill and/or step-in basis.</p> <p>Please tick Yes/No:</p> <table border="1"> <tr> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input type="checkbox"/></td> </tr> </table>						Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>							
Location/s	The Services outlined within this SOW will be delivered to:									
	Primary Location:									
	If not exclusively at the Primary Location, please provide approximate split across other locations. This will be used to calculate blended rates:									
	Leeds	London	Home / Virtual	[Other Loc]	[Other Loc]	[Other Loc]				
%	%	%	%	%	%					
Offshore roles are permitted under this Statement of Work					<input type="checkbox"/>					

For the purposes of HMRC Off-Payroll worker legislation (IR35), The Buyer has assessed this requirement using the Tax Centre of Excellence Contracted-Out-Service or Supply of Resource Determination Tool and has determined (*strike out A or B as appropriate e.g. struck out* leaving one box clear):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35**. As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

B. The work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore **clearly fully outside the scope of HMRC IR35**

2. BUYER REQUIREMENTS – DELIVERABLES	
Outcome Description	

3. SOW MILESTONES					
Milestone Ref.	Milestone Description	Acceptance Criteria	Buyer Dependencies	Milestone Date	Delay Payment (if applicable)
[MS01]	[Impact Assessment of Initial SOW following contract award]	[The Supplier must, on receipt of the final draft SOW content from the Buyer, complete an impact assessment ready to commence SOW mobilisation of resources.]		[Within X days of contract award, no later than 7 working days prior to contract execution]	[TBC]
[MS02]	[Mobilisation Milestone (as defined in Call-Off Schedule 13A (Health Implementation Plan and Testing))]	[Completion of all tasks and activities defined in the applicable Mobilisation Plan.]	[As defined in the applicable Mobilisation Plan.]	[TBC]	[TBC]
[MS03] [Other Milestones]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]