

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

### **Order Form**

#### **Call-Off Reference:**

██████████ / Supplier reference: PIDs ██████████ and ██████████

#### **Call-Off Title:**

DHSC: OHID: Digitisation of the NHS Health Check – Build and Private Beta Phase

#### **Call-Off Contract Description:**

Provision of services for Digital Health Check product build and development and Private Beta.

#### **The Buyer:**

The Department of Health and Social Care

#### **Buyer Address:**

39 Victoria Street

Westminster

London

SW1H 0EU

#### **The Supplier:** Kainos Software Limited

**Supplier Address:** Kainos House, 4-6 Upper Crescent, Belfast, BT7 1NT

**Registration Number:** NI019370

**DUNS Number:** 232787408

## **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 15 March 2024

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

## **Call-Off Lot**

Lot 1: Digital Outcomes

## **Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.8

- Call-Off Schedules for RM1043.8
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### **Call-Off Special Terms**

The following Special Terms are incorporated into this Call-Off Contract:

None

Call-Off Start Date: 25 March 2024

Call-Off Expiry Date: 24 March 2025

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: 6 Months

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £9,394,815 ex VAT

### **Call-Off Deliverables**

See details in Call-Off Schedule 20 (Call-Off Specification) – embedded below



### **Buyer clinical safety role and responsibilities**

The Buyer will appoint a named Clinical Safety Officer (CSO) who is accountable for all aspects of clinical safety and assurance of the NHS Health Check Solution including:

- Conducting all necessary clinical safety risk assessments and production of the associated safety deliverables required in order for the NHS Health Check Solution to comply with the mandatory DCB 0160 and DCB 0129 Safety Standards issued by NHS England;
- Providing final approval and sign off of the NHS Health Check Solution safety deliverables alongside a representative of Top Management.
- Post-deployment the Buyer is responsible for establishing, documenting and maintaining a process to collect, review and clinically risk assess reported safety concerns and incidents raised in live service, including documenting any new hazards and also ongoing clinical sign off for new releases of the NHS Health Check Solution.

### **Supplier clinical safety role and responsibilities**

- Kainos will appoint a Clinical Safety Officer who will work as part of the development team, supporting the Buyer appointed CSO in identifying and assessing potential clinical safety risks and mitigations of the NHS Health Check Solution.
- Whilst accountability would remain with the Buyer, the Supplier CSO can provide support to the Buyer CSO on all aspects of clinical safety and assurance. Any support required will be documented in a Statement of Work.

### **Warranty Period**

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Additional standards and compliance requirements are detailed within Call-Off Schedule 20 (Call-Off Specification)

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£6,866,923**.

### **Call-Off Charges**

Time and Materials (T&M)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

### **Reimbursable Expenses**

None

### **Payment Method**

Payment will be via BACS

### **Buyer's Invoice Address**

[MB-PaymentsQueries@dhsc.gov.uk](mailto:MB-PaymentsQueries@dhsc.gov.uk)

Accounts Payable

1<sup>st</sup> Floor

39 Victoria Street

London

SW1H 0EU

And

[REDACTED]

### **Buyer's Authorised Representative**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Buyer's Security Policy**

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/protecting-government-assets)

**Supplier's Authorised Representative**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Supplier's Contract Manager**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Progress Report Frequency**

On the first Working Day of each calendar month

**Progress Meeting Frequency**

Regular meetings will be held between the supplier and OHID delivery team via MS teams. We would expect these meetings to include all of the common agile ceremonies.

**Key Staff**

N/A

**Key Subcontractor(s)**

Safehand Consulting Limited

**Commercially Sensitive Information**

Supplier's commercial pricing and delivery methodology

**Balanced Scorecard**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

**Material KPIs**

The material KPIs for each Statement of Work will be defined and included in each SoW document.

**Service Credits**

Not applicable

**Additional Insurances**

Not applicable

**Guarantee**

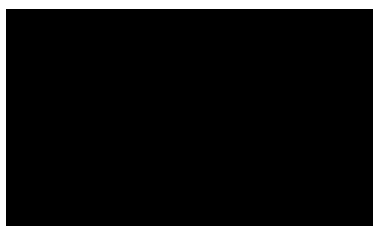
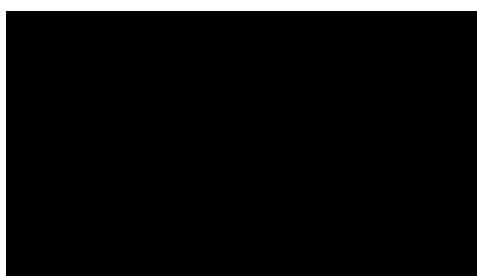
Not applicable

**Social Value Commitment**

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 Call-Off Schedule 4 (Call-Off Tender)

**Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

**For and on behalf of the Supplier:****For and on behalf of the Buyer:**

## **Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.





## **Annex 1 (Template Statement of Work)**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

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.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

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.

**Date of SOW:** [REDACTED]

**SOW Title:** Digital NHS Health Check Private Beta - Build Phase

**SOW Reference:** SOW1

**Call-Off Contract Reference:** [REDACTED]

**Buyer:** The Department of Health and Social Care

**Supplier:** Kainos Software Limited

**SOW Start Date:** 15<sup>th</sup> March 2024

**SOW End Date:** 30<sup>th</sup> Sept 2024

**Duration of SOW:** 6 Months

**Key Personnel (Buyer):**

**Key Personnel (Supplier):** N/A

**Subcontractors:** [Redacted]

**1 Call-Off Contract Specification – Deliverables Context**

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| ■          | [Redacted] |
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[REDACTED]

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[REDACTED]

## 2 Buyer Requirements – SOW Deliverables

The core components for delivery are outlined below and form part of the Beta backlog that has been established during Alpha. We expect the supplier to contribute to the backlog as it evolves throughout the course of delivering Build and Private Beta. The supplier will be responsible for delivering against the requirements outlined in the table below. All deliverables are dependent on stakeholder availability and time commitment.

### Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

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| Ref | Component | Deliverables   | Supplier Outputs   | Dependencies / Assumptions   |
|-----|-----------|--|--|--|
|     |           |  |  |  |
|     |           | <ul style="list-style-type: none"> <li>1. [Redacted]</li> <li>2. [Redacted]</li> <li>3. [Redacted]</li> <li>4. [Redacted]</li> </ul>   | <ul style="list-style-type: none"> <li>1. [Redacted]</li> <li>2. [Redacted]</li> </ul>   | <ul style="list-style-type: none"> <li>1. [Redacted]</li> <li>2. [Redacted]</li> <li>3. [Redacted]</li> <li>4. [Redacted]</li> <li>5. [Redacted]</li> <li>6. [Redacted]</li> <li>7. [Redacted]</li> <li>8. [Redacted]</li> </ul> |
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Change Management Process

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Framework Ref: RM1043.8 Digital Outcomes 6  
Project Version: v2.0  
Model Version: v3.8

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

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| Relationship Duration | Percentage of Respondents |
|-----------------------|---------------------------|
| Less than 1 year      | 25%                       |
| 1 to 2 years          | 75%                       |
| 3 to 4 years          | 25%                       |
| 5 to 6 years          | 35%                       |
| 7 to 8 years          | 85%                       |
| 9 to 10 years         | 35%                       |

[REDACTED]

[REDACTED]

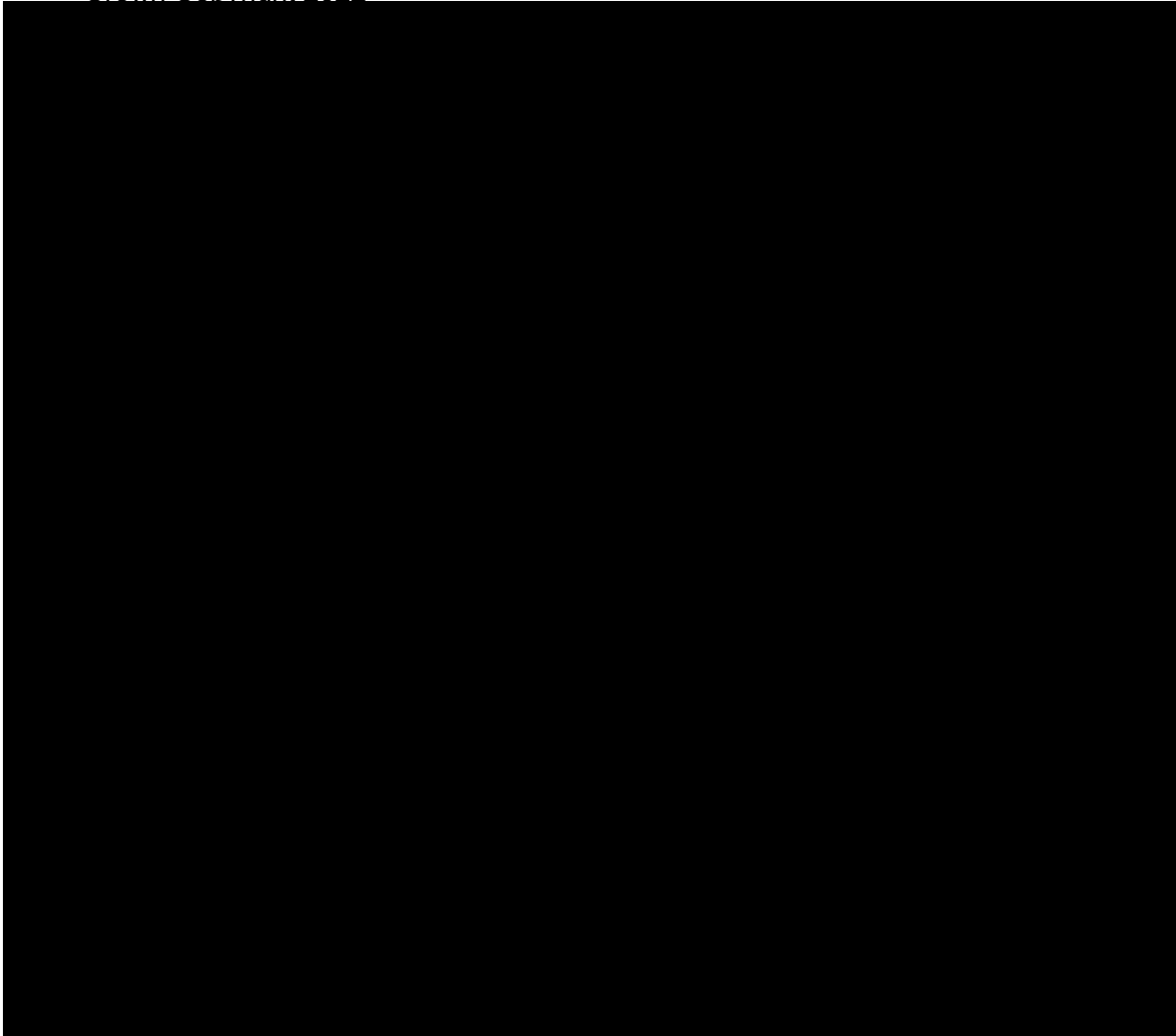
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**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

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**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8



## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

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### **Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

### **3 Charges**

#### **Call Off Contract Charges:**

The applicable charging method(s) for this SOW is: Time and Materials, invoiced on a monthly basis in accordance with actual utilisation.

The estimated maximum value of this SOW (irrespective of the selected charging method) is £3,534,941.24 (plus VAT, if applicable)

#### **Rate Cards Applicable:**

See above 'Supplier Resource Plan'

#### **Reimbursable Expenses:**

[None]

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

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## **Annex 1**

### **Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

| <b>Description</b>  | <b>Details</b>   |
|---|--|
| Identity of Controller for each Category of Personal Data | <p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li></ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"><li>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li></ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li></ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li><li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li><li>• [Insert the scope of other Personal Data provided by one Party]</li></ul> |

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

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|--|--|
|  | <p>who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p><b>[Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p> |
| Duration of the Processing   | [Clearly set out the duration of the Processing including dates]   |
| Nature and purposes of the Processing  | <p>[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> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment 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: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]   |
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p> | [Describe how long the data will be retained for, how it be returned or destroyed]   |