

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

CALL-OFF REFERENCE: [REDACTED]

PURCHASE ORDER: TBC

THE BUYER: NHS England

BUYER ADDRESS Quarry House, Quarry Hill, Leeds, West Yorkshire, LS1 4HT

THE SUPPLIER: BJSS Limited

SUPPLIER ADDRESS: 1 Whitehall Quay, Leeds LS1 4HR

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: [REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables described within it and is dated 26 January 2024.

It is issued under 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).

In the 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 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 (Health 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 SERVICE PROVISION(S):

1.1.1 DevOps Services support for ongoing live services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, those schedules are not in use. 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) RM6221
3. Framework Special Terms
4. Joint Schedule 11 (Processing Data) RM6221
5. Call-Off Schedule 23 (Health Additional Call-Off Terms)
6. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6221
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6221
 - Call-Off Schedule 1 (Transparency Reports)

- Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5A (Health Pricing Details and Expenses Policy)
 - Call -Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9A (Health Security)
 - Call-Off Schedule 10A (Health Exit Management)
 - Call-Off Schedule 13A (Health Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15A (Health Supplier and Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (Health Additional Call-Off Terms)
 - Call-Off Schedule 24 (Health Probity)
 - Call-Off Schedule 26 (Form of Licence)
7. CCS Core Terms (version 3.0.9)
8. Joint Schedule 5 (Corporate Social Responsibility) RM6221
9. 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.

For the avoidance of doubt, any variation of a Joint Schedule detailed above agreed by CCS and the Supplier following the agreement of this Order Form, shall not affect this Call-Off Contract save where such amendment is incorporated in accordance with the provisions of this Call-Off Contract by the Buyer and the Supplier.

Any Variation to this Call-Off Contract must be agreed in writing by the Buyer and the Supplier. CCS is not entitled to vary a Call-Off Contract without the Buyer's written agreement.

CALL-OFF SPECIAL TERMS

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

The Buyer has noted: All material and artefacts developed as part of this contract is the property of NHSE and shall be transferred to the NHSE team prior to the end of the contract.

CALL-OFF START DATE: Anticipated 1 Nov 23

CALL-OFF EXPIRY DATE: 30 Nov 24

CALL-OFF INITIAL PERIOD: 13 Months

**CALL-OFF OPTIONAL
EXTENSION PERIOD:** 6 Month(s)

**MINIMUM NOTICE PERIOD
FOR EXTENSION(S):** 1 Months written Notice

HANDOVER DATE (IF APPLICABLE) N/A
– SEE CALL OFF SCHEDULE 13A

CALL-OFF CONTRACT VALUE: £1,505,130 (ex VAT)

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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 [REDACTED] (ex VAT).

CALL-OFF CHARGES

The Buyer has selected Capped Time and Materials as the basis of charging for the Call-Off Contract overall. An individual SOW may be required to be priced based on the charging methods detailed below, and which are incorporated into Call-Off Schedule 5 (Pricing Details):

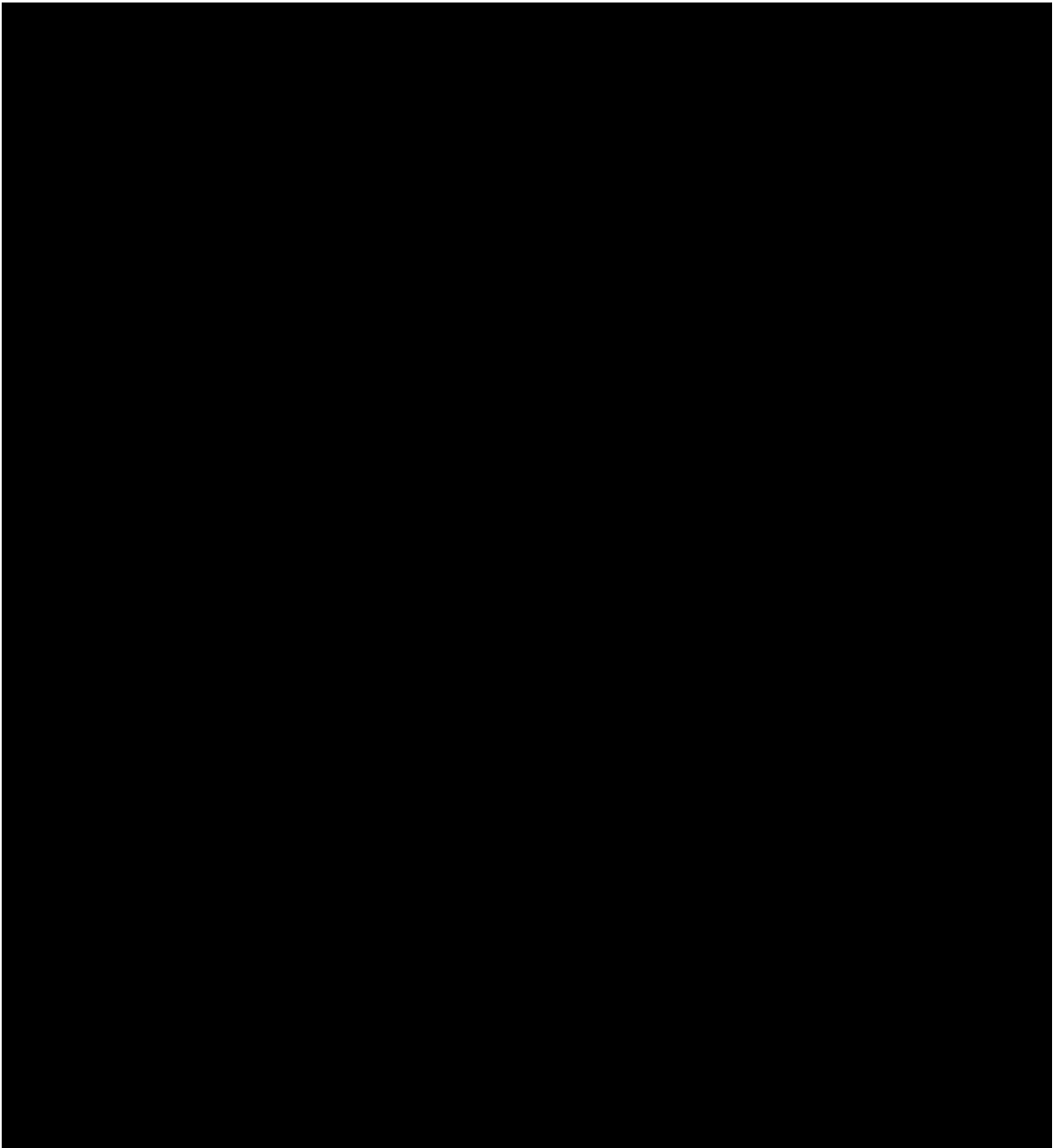
- (1) Capped Time and Materials
- (2) Incremental Fixed Price
- (3) Fixed Price
- (4) A combination of one or more of the above charging methods.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 or 6 in Framework Schedule 3 (Framework Prices).

REIMBURSABLE EXPENSES

See Paragraph 8 and Expenses Policy in Annex 1 of Call-Off Schedule 5A (Health Pricing Details and Expenses Policy).

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



PAYMENT METHOD

In accordance with Paragraph 8 of Call-Off Schedule 15A (Health Supplier and Contract Management).

The payment method for this Call-Off Contract is via BACS

The Supplier shall invoice per deliverable, signed -off as accepted by the Authority's identified representative.

Payment will be linked to satisfactory execution of deliverables or parts thereof, and as such, progress must be broken down by workstream upon invoices submitted.

BUYER'S INVOICE ADDRESS:

[REDACTED]

General requirements for an invoice for NHS England include:

- A description of the goods/services supplied is included.
- NHS England's reference number/Purchase Order number is included.
- The Provider will be expected to submit all invoices via NHS England's e-Invoicing Platform in accordance with e-Invoicing Guidance
- Useful Link at: [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

[Greener NHS \(england.nhs.uk\)](https://www.england.nhs.uk/greener-nhs/)

BUYER'S SECURITY REQUIREMENTS

The following Annexes of Call-Off Schedule 9A (Security) shall be disapplied under this Call-Off Contract and each Statement of Work:

[REDACTED]

[REDACTED]

BUYER'S STANDARDS REQUIREMENTS

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 set out in Annex 3 of Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards requirements for this Call-Off Contract:

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

KEY STAFF

As set out in each Statement of Work under this Call-Off Contract.

KEY SUBCONTRACTOR(S)

Not applicable

TRANSITION PERIOD PROGRESS MEETING FREQUENCY

Not applicable – *incumbent supplier awarded*

OFFSHORE WORKING

The Supplier will be using non-UK Supplier Staff or Subcontractors in providing the Deliverables and performing its obligations under the Call-Off Contract.

Where non-UK 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.

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).

COMMERCIALLY SENSITIVE INFORMATION

Joint Schedule 4 (Supplier's Commercially Sensitive Information)

BALANCED SCORECARD

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

ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements).

SOCIAL VALUE COMMITMENT

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 Call-Off Schedule 4 (Call-Off Tender).

GRANT OF THIRD PARTY RIGHTS TO CONTROLLERS

The named third party public sector Controllers detailed in Joint Schedule 11 (Processing Data) **will not** be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.

MAINTENANCE OF DATA PROTECTION RECORDS

Obligation	Obligation Applies*
The Processor shall maintain complete and accurate records and information to demonstrate its compliance with Joint Schedule 11	Yes
* 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.	

IMPLEMENTATION AND TRANSITION

Implementation Plan

applicable

Transition Plan

applicable

STAFF TRANSFER

Call-Off Schedule 2 (Staff Transfer)	Applies?	Interpretation
There is a Staff Transfer from Buyer on entry (1 st generation)	No	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)	No	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.	No	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:	No	D1 (CSPS)
	No	D2 (NHSPS)
	No	D3 (LGPS)
	No	D4 Other Schemes (specify which ones):
	Yes	Not Applicable
There is no Staff Transfer (either 1 st or 2 nd generation) at the Start Date.	Yes	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.		

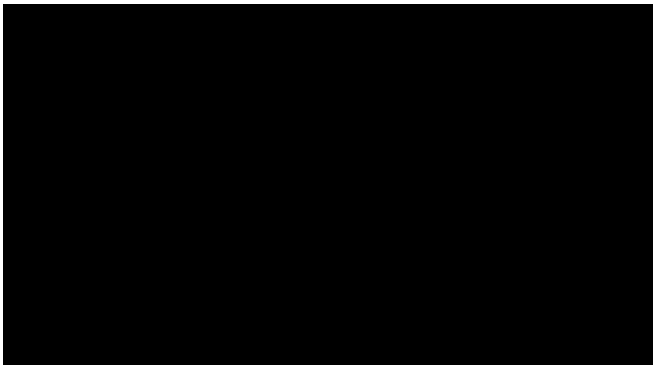
STATEMENTS OF WORK

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 Statements of Work (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6A (Health Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon agreement by the Buyer and the Supplier, each agreed Statement of Work is deemed incorporated into this Appendix 1 as a supplementary Statement of Work.

Each Statement of Work must have a unique identifying reference.

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
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:	
SOW Title:	
SOW Reference:	
Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	<i>[Insert details of which elements of the Deliverables under the Call-Off Contract this SOW will address].</i>
Delivery phase(s)	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>
Overview of Requirement	<i>[Insert details including release types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
Accountability Models	Please tick the Accountability Model(s) that shall be used under this Statement of Work: Sole Responsibility: ☐ Self Directed Team: ☐ Rainbow Team: ☐

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description			
Milestone Ref	Milestone Description	Acceptance Criteria	Due date
MS01			
MS02			
Delivery Plan			
Dependencies			
Supplier Resource Plan			

Framework Schedule 6A (Health Order Form Template, Statement of Work Template and Call-Off Schedules) - Version 1.0 RM6221

Security Applicable to SOW	[Guidance: operational team to consult with Buyer Authorised Representative if security requirements require amendment for this Statement of Work] 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 Call-Off Schedule 9A (Security). The following Annexes of Call-Off Schedule 9A (Security) shall be disapplied under this Call-Off Contract and each Statement of Work: [Annex 2: Data Security by Design] [Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures] [Annex 4: Information Security Management Document Set Template] [None] [Buyer to complete as applicable – see guidance in Call-Off Schedule 9A (Security)]																					
Standards Applicable to SOW	[Guidance: operational team to consult with Buyer Authorised Representative if there are specific Standards requirements for this Statement of Work] From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards set out in Annex 3 of Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work: • [insert]																					
Additional Requirements	Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.																					
Key Supplier Staff	<table border="1"> <thead> <tr> <th>Key Role</th><th>Key Staff</th><th>Contract Details</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Key Role	Key Staff	Contract Details																		
Key Role	Key Staff	Contract Details																				
[SOW Reporting Requirements:]	[Further to the Supplier providing the management information detailed in Call-Off Schedule 15A (Health Supplier and Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only: <table border="1"> <thead> <tr> <th>Ref.</th><th>Type of Information</th><th>Which Services does this requirement apply to?</th><th>Required regularity of Submission</th></tr> </thead> <tbody> <tr> <td>1.</td><td>[insert]</td><td> </td><td> </td></tr> <tr> <td>1.1</td><td>[insert]</td><td>[insert]</td><td>[insert]</td></tr> </tbody> </table>]	Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	1.	[insert]			1.1	[insert]	[insert]	[insert]									
Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission																			
1.	[insert]																					
1.1	[insert]	[insert]	[insert]																			

4. CHARGES

Call Off Contract Charges	The applicable charging method(s) for this SOW is: • [Capped Time and Materials] • [Fixed Price] • [Incremental Fixed Price] [Buyer to select as appropriate for this SOW] The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail]. The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.
Financial Model	[Supplier to insert its financial model applicable to this SOW]
Reimbursable Expenses	[See Paragraph 8 and Expenses Policy in Annex 1 of Call-Off Schedule 5A (Health Pricing Details and Expenses Policy)] Where agreed, Reimbursable Expenses are capped at [] percent of Charges payable under this Statement of Work.

5. SIGNATURES AND APPROVALS		
Agreement of this SOW BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding the Parties:		
For and on behalf of the Supplier	Name and title	
	Date	
	Signature	
For and on behalf of the Buyer	Name and title	
	Date	
	Signature	

ANNEX 1

Data Processing (to be agreed within 2 weeks of contract signature)

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the content of Annex 1 of that Schedule does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 of this Statement of Work 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)]

Description	Details
Identity of Controller for each Category of Personal Data	[The Buyer is Controller and the Supplier is Processor] The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: • [Insert] the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Buyer]] [The Supplier is Controller and the Buyer is Processor] The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data: • [Insert] the scope of Personal Data which the purposes and means of the Processing by the Buyer is determined by the Supplier]] [The Parties are Joint Controllers] The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: • [Insert] the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]] [The Parties are Independent Controllers of Personal Data] The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller, • [Insert] the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and

Framework Schedule 6A (Health Order Form Template, Statement of Work Template and Call-Off Schedules) - Version 1.0 RM6221

Description	Details
	<i>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 Buyer 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 Buyer]</i> [Guidance] where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i> <i>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.</i> <i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[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.]</i>
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 be returned or destroyed]