

RM6221 Health Order Form

Call-Off Ref: C49592 Plat – SPINE DevOps

Health Order Form

CALL-OFF REFERENCE: C49592

THE BUYER: NHS Digital

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

DUNS NUMBER: 346914351

DATE OF ISSUE: **01 December 2021**

CALL-OFF START DATE: 01 December 2021

ACTUAL SERVICES COMMENCEMENT DATE: 08 September 2021

CALL-OFF EXPIRY DATE: 07 September 2025

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 [Click or tap to enter a date.](#)

CALL-OFF CONTRACT VALUE INITIAL PERIOD (excl. VAT): £18,000,000

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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	SPINE Core Platform - 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

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

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- **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)	4.0.1	<input checked="" type="checkbox"/>
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 checked="" 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	4.0.1	<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 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.

Framework Ref: RM6221

Project Version: v4.0

Model Version: v4.0

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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 C10)
7. C10 - 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 C10 - 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. .

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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 Charges (excl. VAT) used to calculate liability in the first Contract Year is:	£6,000,000 .

*[Buyer guidance: The Buyer must always provide a figure here]***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).

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		

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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	Health and Social Care Information Centre
Email address	sbs.apinvoicing@nhs.net
Address	NHS Digital, T56 Payables A125 Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE
Invoicing Information	<p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at 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 sbs.apinvoicing@nhs.net (one invoice per PDF)</p> <p>Emails must not exceed 10Mb and quote 'T56 Invoice Scanning' in subject line. Alternatively invoices can be sent via post to the above address.</p>

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.

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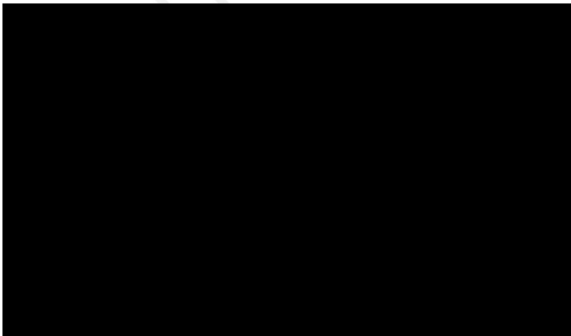
BUYER'S MANDATORY POLICIES

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

SUPPLIER'S AUTHORISED REPRESENTATIVE**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 (Exceptional Technology Adjustments)
- 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 required</u> to comply with the Social Values in <i>Joint Schedule 5 (Corporate Social Responsibility)</i> .	<input type="checkbox"/>