

**RM6221 Health Order Form**

Call-Off Ref: C49592 Plat – SPINE DevOps

**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 Supplier (and any Key Subcontractors) is/are required to achieve a Dunn & Bradstreet rating score of 55 (consistent with the original Framework Competition).

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

<b>“Monitored Company”</b>	means the Supplier, together with: (where marked as applicable below)	
	• the Guarantor;	<input type="checkbox"/>
	• any Key Subcontractor.	<input type="checkbox"/>
<b>“Rating Agencies”</b>	Expotel (used by the Buyer)	
	Rating agency 2	

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 checked="" type="checkbox"/>
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**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

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**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 <b>will not</b> 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 <b>will</b> 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 <b><u>shall maintain</u></b> 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 <b><u>is not required</u></b> 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.	

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**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"> <li>- Service Level Performance Measure;</li> <li>- Service Level Threshold</li> </ul> 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			
Performance and underperformance management	Break down of resources used in delivery of the Services over previous quarter, including: <ul style="list-style-type: none"> <li>- Roles</li> <li>- Grade</li> </ul> Days utilised	MS Word or Excel	Quarterly, when requested by the Buyer
Resource plans			

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**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 <sup>st</sup> 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 <sup>nd</sup> generation)	<input type="checkbox"/>	If Yes, Part B of Call-Off Schedule 2 shall apply.
There is both a 1 <sup>st</sup> and 2 <sup>nd</sup> 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 <sup>st</sup> or 2 <sup>nd</sup> 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.		

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

Non-UK Suppliers or Subcontractors are acceptable.



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).

**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 clause regarding provision of a BCDR Plan at least ninety (90) Working Days prior to the Start Date (clause 2.1) shall be amended according to the following:

Number of working days from the Call-Off Contract Start Date within which a BCDR Plan shall be delivered to the Buyer shall be as follows:	90 working days
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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.

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

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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)	7 working days

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:	6 Month period

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:	Monthly

**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: specify	
Service Credit Cap means: specify	

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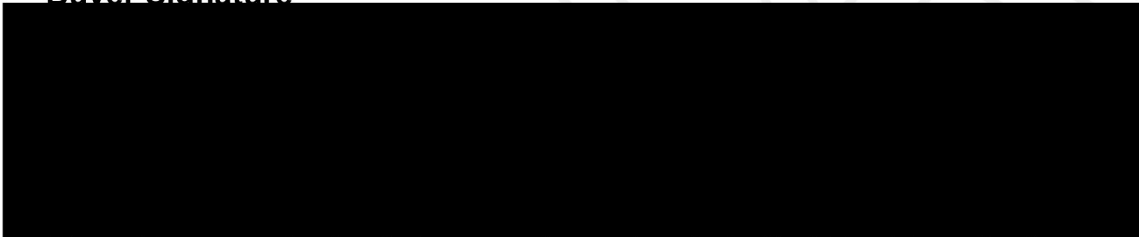
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**BALANCED SCORECARD*****Call-Off Schedule 15A (Health Supplier and Contract Management)***

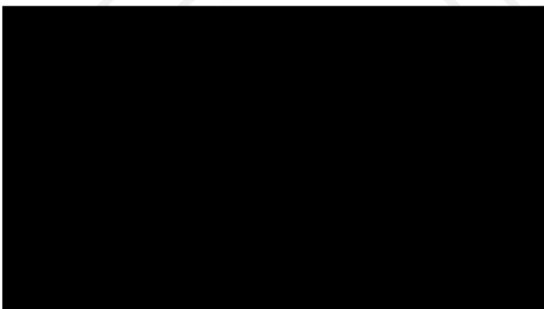
The Parties agree that a balanced scorecard shall apply to the Call-Off Contract	<input type="checkbox"/>
The Supplier shall provide a template balanced scorecard that meets the principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (as updated), this number of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

**Signatures below:**

Signed by an authorised signatory for and on behalf of the Health and Social Care Information Centre (known as NHS Digital) (the '**Buyer**').

**Buyer Signature**


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

**Supplier Signature**




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## Appendix 1

Each Statement of Work will have a unique SOW reference.

The naming convention for such SOWs shall be:

[Contract Ref] SOW[000] [SOW Title] (Spec) V0N\_0N[F/D] ddmmmyy

[Contract Ref] SOW[000] [SOW Title] (Costs) V0N\_0N[F/D] ddmmmyy

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

C12345 SOW001 My Statement of Work Title (Spec) V01\_00F 29Sep21