

RM3711 MULTIDISCIPLINARY TEMPORARY HEALTHCARE PERSONNEL

FRAMEWORK SCHEDULE 4

ORDER FORM AND CALL OFF TERMS

PART 1 – ORDER FORM

When signed, this Order Form becomes a legally binding contract incorporating the terms and conditions of the Call-Off Contract.

A. ORDER FORM

MULTIDISCIPLINARY FRAMEWORK AGREEMENT: RM3711

FROM:

CONTRACTING AUTHORITY	<i>THE SECRETARY OF STATE FOR WORK AND PENSIONS (the “Contracting Authority”) acting as part of the Crown.</i>
SERVICE ADDRESS	Department for Work and Pensions Commercial Directorate 1 st Floor South Zone M Quarry House Quarry Hill Leeds LS2 7UA
INVOICE ADDRESS(if different)	Department for Work and Pensions 3rd Floor, Companies House, Crown Way, Maindy, Cardiff CF14 3UW apinvoices-dwp-u@sscl.gse.gov.uk
CONTACT REFERENCE	Contact Point: [REDACTED] Tel: [REDACTED] e-mail: [REDACTED]
ORDER NUMBER	SA02
ORDER DATE	1 March 2019

TO:

SERVICE PROVIDER	Pertemps Medical Limited
SERVICE PROVIDER'S ADDRESS	Meriden Hall Main Road Meriden CV7 7PT

ACCOUNT MANAGER	Name: [REDACTED] Address: [REDACTED] Tel: [REDACTED] E-mail: [REDACTED]	
PART 1: SERVICE REQUIREMENT		
PART 1.1: SERVICE AND DELIVERABLES REQUIRED:		
<p>Temporary Worker Requirements :</p> <p>Supply the services as detailed within Schedule 2: Services to this Call Off Contract, to the specified timescales.</p>		
NUMBER OF ROLES REQUIRED:	As detailed at paragraph 2 and 6.4 of Schedule 2: Services.	
TYPE OF SERVICES REQUIRED	Occupational Therapist or Occupational Health Professional	
ADDITIONAL REQUIREMENTS:	As required by the Contracting Authority.	
PART 1.2: ANTICIPATED DURATION OF CONTRACT	10 Weeks with the option to extend the Call Off Contract by 6 months (Clause 5.2 below and Schedule 2: Services refers).	
COMMENCEMENT DATE:	1 st March 2019	
ANTICIPATED END DATE:	Initial Period: 17 th May 2019 Extension Period: 15 th November 2019	
PART 1.3: MILESTONES AND KEY DELIVERABLES	As required by the Contracting Authority and as set out in the specification.	
PART 1.4: CHARGES PAYABLE BY CONTRACTING AUTHORITY (INCLUDING ANY APPLICABLE DISCOUNT AND METHOD OF PAYMENT E.G. GOVERNMENT PROCUREMENT CARD OR BACS):		
As detailed at Schedule 3 - Annex 1: Call Off Charges to this Call Off Contract.		
PART 1.5: ACCEPTANCE PRIOR TO PAYMENT		
Invoice validation information to be in specified format as requested by the Contracting Authority.		
PART 2: CONTRACTING AUTHORITY CONTRACTUAL REQUIREMENTS		
<p>As defined within the Call Off Terms as amended where applicable by this Order Form and Schedule 2: Services.</p> <p>Clause 5 of the Call Off Contract Terms shall be amended with the following provision:</p> <p><i>After 5.1 insert:</i></p> <p>“5.2 Extension of the Call Off Contract Period</p> <p>The Contracting Authority may, by giving written notice to the Supplier not less than two (2) Weeks prior to the last day of the Initial Call Off Contract Period, extend the Initial Call Off Contract Period for a further period of up to 6 (six) months. For the avoidance of doubt the Call Off Contract may only be extended once pursuant to this clause. The provisions of the Call Off Contract throughout any such extended period shall apply.”</p>		

Call-Off Schedule 1 Definitions

The following definitions shall be deleted:

“Processing”

The following definitions shall be revised as follows:

“Data Protection Legislation” means:

- i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time;*
- ii) the DPA to the extent that it relates to processing of personal data and privacy;*
- iii) all applicable Law about the processing of personal data and privacy;*

“Data Subject” has the meaning given in the GDPR;

“Personal Data” has the meaning given in the GDPR to which the Processor has access to from time to time in the course of the Services

The following new definitions shall be introduced:

“Controller” has the meaning given in the GDPR;

“Data Protection Officer” has the meaning given in the GDPR;

“Data Subject Access Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“DPA” means the Data Protection Act 2018 as amended from time to time;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679)

“Joint Controllers” means where two or more Controllers jointly determine the purposes and means of processing

“LED” means the Law Enforcement Directive (Directive (EU) 2016/680)

“Protective Measures” appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Processor” has the meaning given in the GDPR;

“Personal Data Breach” has the meaning given in the GDPR;

“Staffing Information” the reference to “DPA” shall be replaced with “Data Protection Legislation”

“Sub-processor” any third party appointed to process Personal Data on behalf of the Service Provider related to this agreement;

Clause 34.6 Protection of Personal Data shall be replaced with the following provisions:

34.6.1. *The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 16 (Authorised Processing Template) by the Customer and may not be determined by the Supplier.*

34.6.2 *The Supplier shall notify the Customer immediately if it considers that any of the Customer instructions infringe the Data Protection Legislation.*

34.6.3 *The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:*

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;*
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;*
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and*

- (d) *the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.*

34.6.4 *The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:*

- (a) *process that Personal Data only in accordance with Schedule 16 (Authorised Processing Template), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;*
- (b) *ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:*
 - (i) *nature of the data to be protected;*
 - (ii) *harm that might result from a Data Loss Event;*
 - (iii) *state of technological development; and*
 - (iv) *cost of implementing any measures;*
- (c) *ensure that :*
 - (i) *the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Schedule 16 (Authorised Processing Template));*
 - (ii) *it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:*
 - (A) *are aware of and comply with the Supplier's duties under this Clause;*
 - (B) *are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;*
 - (C) *are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and*
 - (D) *have undergone adequate training in the use, care, protection and handling of Personal Data;*
- (d) *not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:*
 - (i) *the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;*
 - (ii) *the Data Subject has enforceable rights and effective legal remedies;*
 - (iii) *the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and*
 - (iv) *the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;*
- (e) *at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.*

34.6.5 *Subject to Clause 34.6.7, the Supplier shall notify the Customer immediately if it:*

- (f) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (g) receives a request to rectify, block or erase any Personal Data;
- (h) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (i) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Call Off Contract;
- (j) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (k) becomes aware of a Data Loss Event.

34.6.6 The Supplier's obligation to notify under Clause 34.6.5 shall include the provision of further information to the Customer in phases, as details become available.

34.6.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 34.6.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- (a) the Customer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Customer following any Data Loss Event;
- (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

34.6.8. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- (a) the Customer determines that the processing is not occasional;
- (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

34.6.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer designated auditor.

34.6.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

34.6.11 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:

- (a) notify the Customer in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Customer;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 34.6 such that they apply to the Sub-processor; and

- (d) *provide the with such information regarding the Sub-processor as the Customer may reasonably require.*

34.6.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

34.6.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).

34.6.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

A new Schedule shall be added in the form set out in the document titled Schedule 16 (*Authorised Processing Template*) for Call Off Contract.

PART 3: ADDITIONAL REQUIREMENTS

This means any additional requirements in the Call Off Schedule 1-14

Schedule 1	Definitions	No Additional Definitions
Schedule 2	Refers to the Services	
Schedule 3	Call off Contract Charges, Payment and invoicing	<p>For the purposes of clause 6.2.1 a) of Schedule 3 the Unique Order Reference number (Purchase Order number) shall be confirm by the Contracting Authority post Award of Contract.</p> <p>ANNEX 1 CALL OFF CONTRACT CHARGES</p> <p>ANNEX 2 PAYMENT TERMS/ PROFILE</p> <p>For the purposes of Annex 2 to Schedule 3 the following clause shall be included:</p> <p>Charges, Payment and Recovery of Sums Due. The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period. In consideration of the supply of the Services by the Supplier, the Contracting Authority shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number.</p>

		Please see Annex 5 Schedule 2: Services for further details regarding Management Information.
Schedule 4	Refers to Implementation Plan	<p>The Implementation Plan must cover the full Call Off Contract Term and detail all key activities, dates and associated resources.</p> <p>[REDACTED]</p> <p>Contracting Authority obligations are as follows and as set out in Schedule 2: Services:</p> <p>Deliver one Induction Training Day to Temporary Workers and Supplier personnel. The dates for Induction Training to be agreed between the Contracting Authority and the Supplier post Tender as part of the agreement of the Implementation Plan.</p>
Schedule 5	Refers to Testing	Not Used
Schedule 6	Refers to Service Levels, Service Credits and Performance Monitoring	<p>7.1a The Service Cap shall be 10% of the Estimated Call Off Contract Charges for the Contract Period.</p> <p>7.1b Not Used.</p> <p>The following Service Levels/ Service Credits detailed at ANNEX 1 TO PART A, Schedule 6 shall not be used:</p> <p>Service Level Numbers: 1, 9, 11, 12, 13, 14, 15, 16, 17, and 18</p> <p>The following Service Levels/Service Credits are additional to the Service Levels/Service Credits detailed at ANNEX 1 TO PART A, Schedule 6</p> <p>ANNEX 1 to PART A:</p> <p>PART B Paragraph 8.2:</p> <p>The monitoring and reporting process shall be provided to the Contracting Authority by the Supplier within 5 Working Days of the Call Off Commencement Date.</p> <p>ANNEX 1 to PART B:</p> <p>Additional MI requirement:</p> <p>Reasonable ad-hoc requests – within 5 Working Days of receipt of the request from the Contracting Authority.</p>

Schedule 7	Refers to additional Standards	No additional standards
Schedule 8	Refers to Security	ANNEX 1 to Schedule 8: Security Policy:
Schedule 9	Refers to BCDR plan	No additional clauses
Schedule 10	Refers to Exit Management	No additional clauses
Schedule 11	Refers to transfer of Staff	No additional clauses
Schedule 12	Refers to Dispute Resolution Procedure	No additional clauses
Schedule 13	Refers to Variation Form	No additional clauses
Schedule 14	Refers to Additional Clauses	Not used
Schedule 15	Refers to Ministry Defence Contracts	Not used
Schedule 16	Refers to the Authorised Processing Template	
Schedule 17	Refers to the Suppliers Call Off Tender as amended by subsequent post tender clarifications.	[REDACTED]
PART 4: PERFORMANCE OF THE SERVICES AND DELIVERABLES		The Services to be delivered in line with the Specification, Order Form and Call Off Contract Terms and Conditions.
PART 4.1: KEY PERSONNEL OF THE SERVICE PROVIDER TO BE INVOLVED IN THE SERVICES AND DELIVERABLES: Full List of key contacts to be provided at implementation stage to include, account managers and all key decision making personnel for this contract.		The Supplier: [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PART 4.2: SUB-CONTRACTORS TO BE INVOLVED IN THE SERVICES AND DELIVERABLES:		Not Used
PART5: CONFIDENTIAL INFORMATION		
PART 5.1: THE FOLLOWING INFORMATION SHALL BE DEEMED COMMERCIAL SENSITIVE INFORMATION OR CONFIDENTIAL INFORMATION:		

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Contracting Authority to provide the Services specified in the Service Order Requirements set out in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement between the Service Provider and the Contracting Authority.

FOR AND ON BEHALF OF THE SERVICE PROVIDER:

NAME:	
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TITLE:	
SIGNATURE:	
DATE:	

FOR AND ON BEHALF OF THE CONTRACTING AUTHORITY:

NAME:	
TITLE:	
SIGNATURE:	
DATE:	