

# **Digital Outcomes and Specialists 5 (RM1043.7)**

# Framework Schedule 6 (Order Form)

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

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

#### **Order Form**

Call-Off Reference: DOS Reference 17271, Atamis Reference C78531,

Call-Off Title: NHSE/I extended product development and live support to the emergency care

winters programme

Call-Off Contract Description: To provide live operation support and includes scaling down A&E Sitrep collection to Emergency Care Data Set (ECDS), Ambulance Data collection and Dashboard development and ensure that Regional dashboards works with ECDS. Also need for 24-7 and 7 day a week support service at key parts of the programme timetable

The Supplier: Mastek (UK) Ltd

Supplier Address: Pennant House, 2 Napier Court Napier Road, Reading, RG1 8BW

Registration Number: 02731277 DUNS Number: 34-584-1647

SID4GOV ID: N/A

#### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 13<sup>th</sup> June 2022.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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) RM1043.7
- 3 Framework Special Terms

#### N/A

- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors) N/A
    - Joint Schedule 7 (Financial Difficulties) N/A
    - Joint Schedule 8 (Guarantee) N/A
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7
    - Joint Schedule 12 (Supply Chain Visibility) N/A

- Call-Off Schedules for RM1043.7
  - o Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - 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 8 N/A
  - 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) N/A
  - Call-Off Schedule 16 (Benchmarking) N/A
  - Call-Off Schedule 17 (MOD Terms) N/A
  - Call-Off Schedule 18 (Background Checks) N/A
  - Call-Off Schedule 19 (Scottish Law) N/A
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-off Schedule 21 (Northern Ireland Law) N/A
  - o Call-Off Schedule 25 (Ethical Walls Agreement) N/A
  - Call-Off Schedule 26 (Cyber Essentials Scheme) N/A
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 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:

The Supplier warrants and undertakes to the Buyer that: Additional Buyer acceptance criteria and special terms can be listed in individual SoWs

Call-Off Start Date: 16<sup>th</sup> June 2022 Call-Off Expiry Date: 15<sup>th</sup> June 2024 Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: 12 Months Minimum Notice Period for Extensions: 3 Months

Call-Off Contract Value: £350,000 including all expenses and excluding VAT

#### **Call-Off Deliverables**

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

#### **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:

- 1. GDS Service Standards
- 2. https://www.gov.uk/service-manual
- 3. HEALTH SPECIFIC STANDARDS AND REGULATIONS

The Supplier shall ensure that the Deliverables comply with the standards set out in the table below to any replacement version of those standards:

	STANDARD	OWNER / MANAGER
(1)	NHS Improvement / NHS England Health & Safety Policy	NHS Improvement / NHS England
(2)	Information standards and data collections (including extractions)	https://digital.nhs.uk/data-and- information/information- standards/information-standards-and- data-collections-including-extractions

#### 4. SECURITY

The Buyer security policy documents, as updated from time to time, are incorporated here and soft copies have been sent to the Supplier:

- a. Buyer IG framework
- b. Limitations on use of data sets
- c. Data Protection Policy
- d. Corporate Document and Records Management

#### Policy

- e. Incident management and reporting procedure
- f. Acceptable Use of ICT and User Obligations Policy,
- g. Agile Testing Strategy

#### 5. ENVIRONMENT & SUSTAINABILITY

The Supplier undertakes to follow a sound environmental management and sustainability policy so that its activities comply with all applicable environmental legislation and regulations and that its products or services are procured, produced, packaged, delivered and is capable of being used and ultimately disposed of, in ways that are appropriate from an environmental protection and sustainability perspective.

#### 6. SYSTEMS DEVELOPMENT ENVIRONMENT

Any requirements analysis or requirements capture shall be based on Agile or equivalents (tailored where appropriate and necessary) as agreed with the Buyer.

#### 7. VERSION CONTROL

The Supplier shall develop procedures which ensure that only the correct release or version of a Deliverable can be delivered to the Buyer. The Supplier shall provide a copy of the draft procedures to the Buyer for its approval. On receipt of such approval, the Supplier shall then operate those procedures.

#### 8. SOCIAL VALUE

The Supplier shall comply with relevant Buyer policy requirements (as developed from time to time) that are related and proportionate to the subject-matter of the Contract, subject to Supplier review and acceptance, which shall not to be unreasonably withheld.

Any other standards that the Buyer may specify in writing from time to time within scope of the requirements of this Call-Off Contract.

#### **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

#### **Call-Off Charges**

#### \*Capped Time and Materials (CTM) \*

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.

#### **Reimbursable Expenses**

**Payment Method** 

**Buyer's Invoice Address** 

Buyer's Authorised Representative

**Buyer's Environmental Policy** 

available online at: Greener NHS (england.nhs.uk)

**Buyer's Security Policy** 

available online at: information-security-policy-v4.0.pdf (england.nhs.uk)

**Supplier's Authorised Representative** 

**Supplier's Contract Manager** 

Paul Anderegg



#### **Progress Report Frequency**

Reports to be provided on a fortnightly basis as confirmed by the delivery PMO office.

#### **Progress Meeting Frequency**

Monthly progress and performance meetings to be agreed with the delivery PMO office.

#### **Key Staff**

None

#### **Key Subcontractor(s)**

None.

Proposed staff for initial SOW are permanent employees of Mastek. If contract staff are used at any time in the future an IR 35 assessment will be required.

#### **Commercially Sensitive Information**

Commercially Sensitive Information – Supplier's Experience, References, Approach and Rate Card

#### **Balanced Scorecard**

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

#### **Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

None

#### **Additional Insurances**

Not applicable

#### Guarantee

N/A

#### **Social Value Commitment**

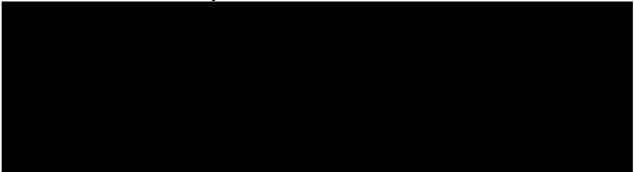
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

#### **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

First SoW:

1. General Info	ormation					
Requested By		Date		18/05/2022	SOW Number	EC001
SoW Version	1.0		Supplier		Mastek UK Ltd	
Project Name	Extended support for operation delivery of Emergency Care programme for June to September					
Project Sponsor (name/role)						
Contact Details						
Expected Start Date	01/06/2022					
Expected End Date	30/09/2022					
Duration (days)	90 Days					
Charging Method	Capped time a	nd materials (CT	M)			
Does it require a subcontracto r?	No					
Buyer Contact Details						
Supplier Contact Details						

#### 2. Purpose / Business Justification

(Describe the business need this project addresses)

The Emergency Care Programme provides support for the following live data collection services: Daily SitRep, Daily Ambulance, RT Acute, RT Ambulance, RT NHS111 and RT App.

These automated services help to reduce the burden on NHS Trust and to provide information to them and to the NHSI/E Winter control rooms about patient flow.

As part of this data collection service, a national A&E dashboard and mobile phone app have also been developed. As these are live data collections with data being sent by NHS trusts, support for these services is required to make sure the systems work well for the NHS trusts and they can submit their data efficiently and without any restrictions

#### 3. Objectives and outcomes

(A brief summary of goals for the project and how the project is aligned with strategic priorities)

To provide technical support for the electronic data collection applications including deployment and rollout of any required enhancements or changes to the data collections and associated dashboard development.

We expect to provide service support for the day to day running of the live EC services (daily SitRep, daily ambulance, real-time ambulance and real-time acute) data collections. This will include 7 day support for key periods of the winter period i.e. October to March.

Expected service and support shall include

- providing technical support for Electronic Data Collection
- ongoing support for providers
- escalation and resolution of issues identified by users
- onsite incident support for priority 1 and priority 2 issues
- delivery of critical/urgent fixes

Our helpdesk will identify the priority of issues and will then pass to the relevant team for resolution within the SLA agreement.

#### 4 Assumptions made

 Support shall include onsite Operational resources to cover weekends and bank holidays in the UK

#### 5. Delivery Mechanisms and services

- For this statement of work, the team will fit within the Agile services of the existing product teams as required. Teams will operate in an Agile manner and expect to operate iteratively through sprints.
- Upskilling and knowledge transfer into the NHSE/I teams throughout the engagement.
- Changes to priorities of the work package will be jointly discussed with the product management team and supplier

#### 6. Key Milestones

Deliverable	Description / Timeline
The Supplier shall resolve support tickets and another service queries, or incidents identified by NHS trusts or by product management team	Throughout the duration and documentation of resolution contributing to the knowledge base
The Supplier shall aim to deliver an incident free service with minimal disruption to the end users	Throughout the duration and service promise to our end users during key winter period
Development, maintenance and support of existing EC dashboard and tools	To be agreed by the product management team and in line with the EC delivery roadmap
Artefacts management	Creation and updates to key artefacts, standard operating processes to aid the collaterals and ongoing knowledge management for EC programme such as keeping Azure DevOps system updated through refined backlogs and traceable work items/stories

#### 8. Acceptance Criteria (including definitions of Done)

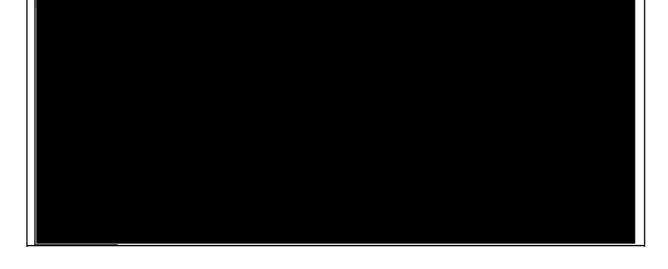
Supplier team will collaboratively work with product and service owner to define an acceptance criteria

- All user stories in backlog must have acceptance criteria described before they are approved and picked for development
- All tickets will be responded and acknowledged within 4 hours
- Triaging of tickets must be done within 24 hours
- Any critical issue or down time will be treated as upmost priority
- Incident report will be produced and presented for any incident, failure or breach, explaining actions applied to resolve the issue and avoiding the same in future.

#### 9. Key Risks

Risk	Mitigations
During the project, unplanned work may be identified that must be accommodated.	Work may be added by the Buyer Product Owner to the backlog, prioritised accordingly and will be discussed with the Scrum Masters and Delivery Manager. It is likely that trade-off decisions would be required of the Buyer Product Owner, to reduce scope of undelivered requirements elsewhere in the backlog to maintain cost and timescales. However, if additional resource is desired to accommodate this new scope then Supplier will add resource to the team to accommodate, subject to a Variation to this SOW in accordance with the Call-Off Contract for the additional cost.

10. Key Staff (Supplier)
(The Parties agree that the Key Staff in respect of this engagement are detailed together with the costs (CTM) in the table below.)



Instruct	Instructions								
1.	Enter the roles and cos	Enter the roles and costs (exc VAT) above							
2.	If you need to enter a re	ow click on an empty row	w and click	'insert > rows above	e'				
3.	When completed, right	click on the Grand Total	cell and o	click 'Update Field'					
WORKS	S SHOULD NOTE THAT MUST BE COMPLETED ETE THIS SECTION YO	O IN THE FINANCE SCH	HEDULE A	ATTACHED. PLEAS	E ENSURE THAT IF	YOU			
11. Dep	pendencies								
12. Any	/ Other Consideration	ns (including warranty	/ periods	)					
12. Sign (The Pa	n-off arties agree to be bour	nd by the terms of this	SOW ar	nd the Call-off Agre	eement)				
		Name		Signature		Date (MM/DD/YYYY )			
Buyer I	Representative								
Supplie	er Representative								
Deliver	y Office (NHSEI)								
Notes									

## Annex 1 (Template Statement of Work)

### 1 Statement of Works (SOW) Details

1. General Inf	ormation					
Requested By		Date			SOW Number	
SoW Version	1.0		Supplier			
Project Name						
Project Sponsor (name/role)						
Contact Details						
Expected Start Date						
Expected End Date						
Duration (days)						
Charging Method						
Does it require a subcontracto r?						
Buyer Contact Details						
Supplier Contact Details						
	usiness Justifica siness need this p					
3. Objective (A brief sur	s and outcomes nmary of goals fo	or the project and	d how the projec	t is aligned with a	strategic prioritie	es)

Framework Schedule 6 (Order Form Ten Schedules)	nplate, Statement of Work Template and Call-Off
4 Assumptions made	
5. Delivery Mechanisms and services	
6. Key Milestones	
Deliverable	Description / Timeline
8. Acceptance Criteria	
(including definitions of Done)	
9. Key Risks	
Risk	Mitigations
40 Voy Stoff (Symplicy)	
10. Key Staff (Supplier) (The Parties agree that the Key Staff in respect the table below.)	of this engagement are detailed together with the costs (CTM) in

Role	Name	Primary Location	Capped effort in	Day rate (exc.	TOTAL
			person days	VAT)	£0.0
					£0.0
					£0.0
					£0.0
					£0.0
					£0.0
					£0.0
			Gra	I and Total (exc ∀AT)	£ 0.00
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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 Contact.

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

Notes

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)
Contract, unless otherwise agreed by the Parties in writing.  Date of SOW:
Date of SOVV.
SOW Title:
SOW Reference:
Call-Off Contract Reference:
Buyer:
Supplier:
SOW Start Date:
SOW End Date:
Duration of SOW:
Key Personnel (Buyer):
Key Personnel (Supplier):
Subcontractors:

#### 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background**: [Insert details of which elements of the Deliverables this SOW will address]

**Delivery phase(s)**: [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement**: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

#### 3 Buyer Requirements – SOW Deliverables

#### **Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery	PI	ar	۱:
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#### **Dependencies:**

#### **Supplier Resource Plan:**

#### **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).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

#### [Insert if necessary] ]

#### **Cyber Essentials Scheme:**

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

#### **SOW Standards:**

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

#### **Performance Management:**

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard]

#### 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:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

#### **SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

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
- The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

#### Rate Cards Applicable:





#### Reimbursable Expenses:



#### 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 on the Parties:

#### For and on behalf of the Supplier

