

Order Form for Standard Services – Direct Award

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the supply of Total Document Storage, Scanning and Digitalisation Services (reference number: 2019-042543 dated 18th June 2020). Lot 1 Description:

- Document storage
- Document scanning
- Electronic Document Management software
- (EDRMS) software and cloud solutions
- Digital transformation consultation
- Secure destruction of electronic records

The Authority	Care Quality Commission, Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA
The Supplier	Iron Mountain (UK) PLC, Company Number: 01478540, whose registered address is Ground Floor, 4 More London Riverside, London, SE1 2AU
HealthTrust Europe Contract Reference	HTE-006251

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 18th June 2020 (the “Framework Agreement”).
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
 - (b) the Contract Price, as appended at Appendix 2 overleaf; and
 - (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
3. Where the Call-Off Terms and Conditions set out at Schedule 1 of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:
 - (a) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW

Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 14 of Schedule 1 of the Framework Agreement ("**Beneficiary Withdrawal Notice**"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.

- (b) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
- (c) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.

4. The Commencement Date of the Contract shall be **1 May 2024**.

The Term of this Contract shall be **1 years** from the Commencement Date and the Term may be extended for further periods of 1 year in accordance with Clause 15.2 of Schedule 2 of the Call-Off Terms and Conditions, provided that the duration of this Contract shall be no longer than **2 years** in total.

5. Data Protection

5.1 The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Contract.

5.2 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier.

5.3 The Authority consents to the Supplier appointing the sub processors as set out in the Data Protection Protocol.

6. Time shall not be of the essence as to any delivery dates under this

7. The payment profile for this Contract shall be ***monthly in arrears***.
8. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within ***one (1)*** year of the Commencement Date.
9. The provision of Services

The Services Commencement Date shall be 1 May 2024.

The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations listed below:

Egerton Rd: 65 Egerton Road, Birmingham, B24 0RR

Hoddeston: Ratty's Lane, Hoddeston, Hertfordshire, EN11 0RF

Warrington: Stretton Green Distribution Park, Warrington, WA4 4TQ

Gateshead: Unit 23 Follingsby Park, Gateshead, NE10 8YF

Wakefield: Prima House, Premier Park, Premier Way, Oulton, Leeds, LS26 8HE

10. The Contract Managers at the commencement of this Contract are:

(a) for the Authority:

[REDACTED]

(b) **Care Quality Commission, Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA** for the Supplier:

[REDACTED]

Iron Mountain (UK) PLC, Ground Floor, 4 More London Riverside, London, SE1 2AU

11. Notices served under this Contract are to be delivered to:

(a) for the Authority:

[REDACTED]

[REDACTED] **Care Quality Commission, Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA**

(b) for the Supplier:

[REDACTED]

Iron Mountain (UK) PLC, Ground Floor, 4 More London Riverside, London, SE1 2AU

12. In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

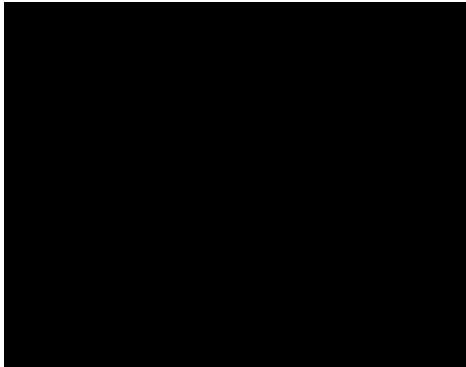
13. The following Appendices are incorporated within this Contract:

Appendix 1	Authority Specification
Appendix 2	Contract Price
Appendix 3	Data Protection Protocol

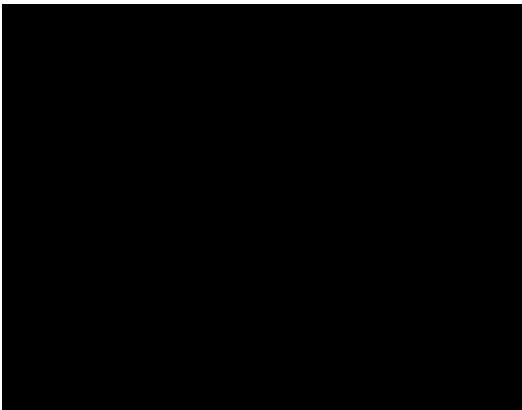
IN WITNESS of which this Contract has been duly executed by the parties.

SIGNED for and on behalf of **CARE QUALITY COMMISSION**

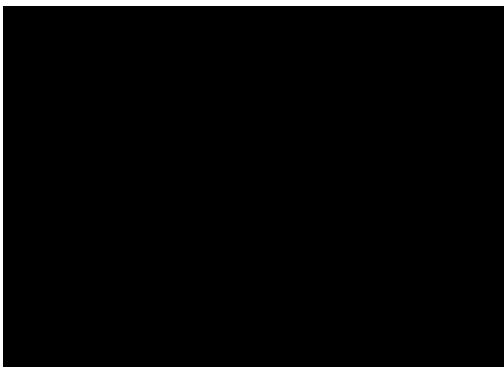
Authorised Signatory:



SIGNED for and on behalf of **Iron Mountain (UK) PLC**



Authorised Signatory 2:



Appendix 1

Authority Specification

Lot 1 – Bundled: Document Storage, Scanning, Retrieval, Secure Destruction and Related Services

RECORDS MANAGEMENT SERVICES SPECIFICATION

Ordering of RM Services:

- Authorised Users should place orders for RM Services (as described in its component parts below) using IM's online portal, IM Connect.
- Where this is not practicable, Authorised Users may order RM Services by telephone through IM's Customer Services Department on 08445 60 70 80, or via email to Cservices@ironmountain.co.uk.
- Authorised Users shall be responsible for providing IM with sufficient information to perform the Services.
- The Fees for the RM Services shall be as detailed in the then current Charges Schedule or as otherwise agreed between the parties.

At the Customer's instruction IM will provide the following Services:

Storage of Articles

- IM will maintain space for the Articles within a suitable environment in an IM Facility from which IM will be able to satisfy its obligations under this Agreement.
- The basis upon which the Customer pays for the storage of the Articles (eg, per Container/per file/file from Container or per Cubic Foot/linear foot) shall determine the treatment of the Article throughout the life of this Agreement. For example should the Customer require file from Container services the limitations of liability and any permanent withdrawal charges shall be calculated on a per file basis.
- IM's records storage facilities are configured for the efficient storage of IM's standard archive Containers. IM's operating processes, costs, and pricing are modelled around its standard Containers. Each Container type, including IM's standard archive box, vary in dimensions based upon manufacturer, style of design, weight of loading, and normal wear-and-tear from storage and retrieval.
- There are two main standard Container sizes at IM (1.1 & 1.4 cubic foot) and most Containers received for storage are assigned to one of these two categories based on functional equivalence and approximate dimensions, established by assessing the space occupied by a box and not its precise dimensions; cubic footage for billing purposes is then determined. All other box types and Articles received for storage are assigned a specific cubic footage for billing purposes at the time of receipt, taking into account such factors as: shape, weight, loading efficiency, legacy conventions agreed upon with our Customers, compatibility with other Containers already in storage, and past practices used by predecessor storage providers that IM has acquired.

Initial Move

- For a new Customer, the initial transfer of Articles to an IM Facility for storage will include: pickup; transportation; inbounding and placement into storage.
- The period of time necessary for the initial move will be agreed between the parties and, where appropriate, detailed within an 'Intake Plan'.
- Where the parties agree an Intake Plan, it shall detail: the volume of Articles to be inbounded; the location from which they are to be collected; the timescales for inbounding; and any other relevant information.
- The Customer acknowledges that IM's Fees for any initial move are based on the assumption that the Articles will be available from a ground floor location, palletized and wrapped prior to collection by IM. Should this assumption prove inaccurate, and in the absence of prior agreement between the parties, IM reserves the right to charge the Customer any additional costs incurred relating to its failure to provide the Articles for collection as anticipated.
- The Customer shall be responsible for providing IM with any required information (which may include completing any transmittal sheets provided by IM) prior to collection of the Articles and shall provide this to IM at the point of collection of the Articles.
- The Customer agrees that where the Articles to be collected are more than 30 miles from the nearest IM Facility that IM may charge additional transportation costs. These additional transportation costs will be detailed in the Intake Plan (if any) or notified to the Customer in advance of collection of the Articles.

Receiving and Entry (New Containers)

Upon arrival of the Containers at the IM Facility IM shall:

- Inbound the Container (in accordance with the Customer's request).
- Assign a size to the Container as detailed above.
- Allocate the Container to a location within an appropriate IM Facility.
- Capture the descriptive metadata from the information provided by the Customer prior to ingestion into SafeKeeperPLUS and/or any other IM system used for recording and tracking Articles in storage.

Individual Listing (New Files)

Upon arrival of the files at the IM Facility IM shall:

- Inbound the file (in accordance with the Customer's request).
- Allocate the file to a location within an appropriate IM Facility.
- Capture the descriptive metadata from the information provided by the Customer prior to ingestion into SafeKeeperPLUS and/or any other IM system used for recording and tracking Articles in storage.

Retrieval & Delivery

- Upon request of the Customer IM shall locate, physically identify and, if in storage, retrieve the Article requested by the Customer from the relevant IM Facility. Note any service performed in

addition to the retrieval will be billed as a separate line item on the invoice (e.g. permanent withdrawal, destruction, imaging, or secure destruction).

- IM shall deliver the Article(s) to a central location within the Customer's Facility. Unless agreed otherwise as a premium service, IM will not deliver Articles to specific departments or individuals within the Customer's Facility.
- When ordering retrieval services the Customer may elect one of the following delivery options:
 - o Standard Delivery: subject to the order being received by IM before 15:00 IM will deliver the Articles within standard working hours but usually between 08:00 and 18:00 as follows: 2 cartons or less; or 10 files or less within 2 business days via a third party. Deliveries of 3 or more items will be delivered by IM within 5 business days. A maximum of 50 Articles may be ordered by the Customer using this delivery option; or
 - o Rush Delivery: IM will deliver the Articles within 4 hours of receipt of instruction, or within such other period as may be agreed between the parties. A maximum of 5 Articles may be ordered in each Rush Delivery. Note Rush Delivery orders placed and required outside of IM's standard working hours may be provided by IM.
- Should the Customer require a delivery of:
 - o More than 50 Articles by IM at standard delivery rates IM will contact the Customer to agree timescales for the delivery of the Articles;
 - o Any 'List X' Articles by IM, IM will contact the Customer within 4 working hours of receipt of the order to agree timescales for the delivery of the Articles.
- The Customer must state in any request for retrieval services the type of delivery required. In the event that the Customer fails to specify the delivery option IM will provide a Standard Delivery service.
- For Customers outside of mainland Britain, or in remote regions, delivery times will be agreed between the parties prior to the provision of Services.

Image on Demand

- The Customer may request that IM scan and transmit parts or all of an Article electronically (via Secure File Transport Protocol transfer ("SFTP") or via a secure image repository) to the Customer.
- Upon the creation and storage of an Image or Images by IM, IM shall use reasonable endeavours to notify the Customer that the Image or Images is/are available for the Customer to download via a SFTP, image repository or similar system made available by IM.
- IM shall make the Image or Images available through the SFTP, image repository (or similar system made available by IM) for 30 days following the date of notification referred to above. Following this 30 day period IM may remove the Customer's access to the Image or Images and has irrevocable authority from the Customer to delete such Image or Images.
- IM shall not be liable for a failure to: (i) create an image if IM is unable to locate the required Article; or (ii) to provide access to the Image or Images due to:
 - o factors outside of IM's reasonable control;
 - o any action or inaction of the Customer or its Authorised Users; or
 - o the Customer's or an Authorised User's equipment or telecommunications facilities, and/or third party equipment that are not within the sole control of IM.
- The Customer agrees that it shall bear sole responsibility for ensuring that it retrieves the Image or Images in accordance with the terms of this RM Services Specification. The Customer also

acknowledges and agrees that in the event that it fails to retrieve the Image or Images within the 30 day period set out above, IM shall not be liable to the Customer whatsoever with regard to the provision of the Image or Images but shall nevertheless be entitled to receive the Fees for the services provided. The Customer agrees that if it wishes to receive the Image or Images that it failed to retrieve within the 30 day period set out above it shall re-request the creation of the Image or Images and this shall be treated as a new request and charged accordingly. Should the Customer wish to receive the contents of a large number of Articles through the method described above, or to benefit from IM's Insight platform, the Customer should contact its account manager.

Permanent Withdrawal of Articles

- Upon request of the Customer IM shall locate, physically identify and, if in storage, permanently retrieve the Article requested by the Customer from the IM Facility. This applies whether upon termination or expiry of this Agreement or whether as part of the Services during the term of this Agreement.

Collection Services

- The following collection types may be requested by the Customer:
 - o New Containers
A Container being sent into storage at an IM Facility for the first time.
 - o Refiles
A Container or file, previously retrieved from storage by the Customer, which is being returned to storage at an IM Facility.
- When ordering collection services the Customer may elect:
 - o Standard Collection: subject to the order being received by IM before 15:00 IM will collect the Articles between 08:00 and 18:00 within 5 working days. A maximum of 50 Articles will be collected from the Customer using this delivery option.
- Should the Customer require the collection of:
 - o More than 50 Articles by IM at Standard Collection rates IM will contact the Customer to agree timescales for the collection of the Articles ;
 - o Any 'List X' Articles by IM, IM will contact the Customer within 4 working hours of receipt of the order to agree timescales for the collection of the Articles.
- The Customer must state in any request for collection services the type of collection required. In the event that the Customer fails to specify the collection option IM will provide a Standard Collection service.
- For Customers outside of mainland Britain or in remote regions, collection times will be agreed between the parties prior to the provision of Services.

Interfile

- A new file being sent in for storage in an existing box already in storage at an IM Facility.

Document Insert

- A document to be added to an existing file already in storage at an IM Facility.

Imaging

- A box being sent in for storage in an IM Facility requiring the contents be digitally scanned.

Article Destruction

- Authorised Users may request to have a specific Article destroyed. Upon receipt of request the Article will be retrieved from the storage location at the IM Facility and destroyed in a secure and safe manner and in accordance with EN15713. Should the Customer require a significant volume of Articles to be destroyed the parties shall agree timescales for the destruction.
- A certificate of destruction will be supplied to the Customer within 30 days of the date of destruction.

Contaminated Articles

- If Article(s) are damaged at Customer premises or otherwise (e.g. mould/damp/age) IM may use a third party supplier to restore the Articles where possible.

Miscellaneous / Ancillary Services

- The cost and scope of any Services not detailed within this Agreement shall be agreed in writing in advance between the parties. In the absence of prior written agreement such services shall be charged at IM's then standard rates.
- Unless agreed otherwise in writing any such Services shall be subject to the GT&Cs.

Administration Support & Reports

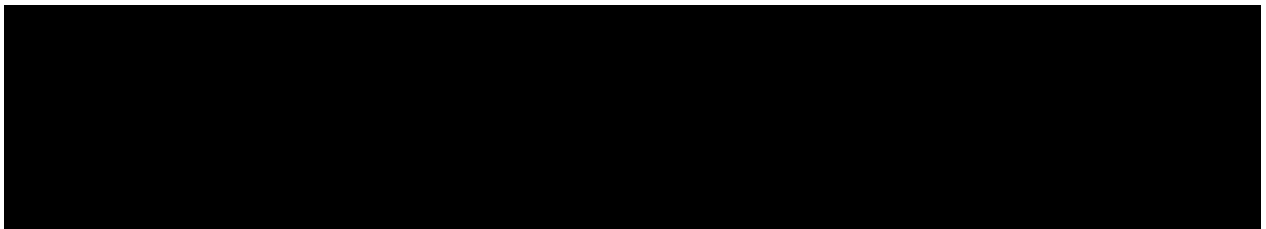
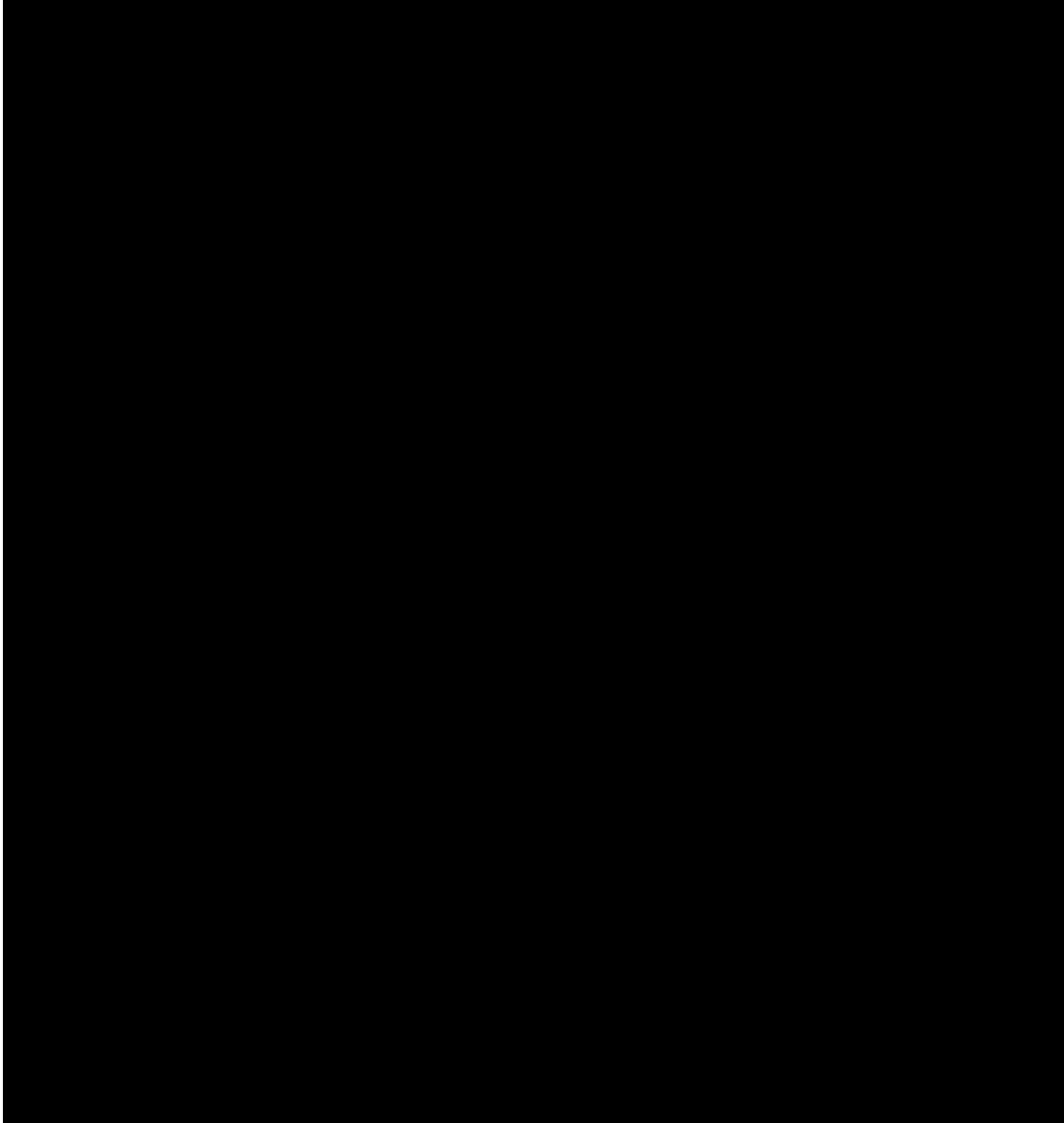
- As part of the RM Services IM shall, upon reasonable request, provide administrative assistance to the Customer in the management of its accounts.
- The Customer may generate reports through IM Connect, including those detailing Article movement and spend history (split by storage type and services).
- Should the Customer require additional reports or management information to be generated by IM (other than through IM Connect) the Customer agrees to pay IM's reasonable costs in providing such information (which may be charged at IM's discretion).

Training

- An introductory training programme on IM's bespoke online records management utility, "IM Connect", is available to Authorised Users free of charge as part of the implementation procedure.
- This training will cover how to place orders for the component aspects of IM's RM Services as described above and any other relevant procedures that may be required.

Appendix 2

Contract Price



The estimated total value of this call off contract is £274,423.30 excluding VAT £329,307.96 including VAT.

Please note this is not a commitment to the total value of the call off contract.

Appendix 3

Data Protection Protocol

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1. The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
2. The contact details of the Supplier's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor.
Subject matter of the Processing	CQC are required to ensure that secure and effective arrangements are in place for the collection and storage of physical notes and electronic records made in the course of gathering evidence at inspections.
Duration of the Processing	For the duration of the Call Off order for services.
Nature and purposes of the Processing	Lot 1 Description: <ul style="list-style-type: none"> • Document storage • Document scanning • Electronic Document Management software • (EDRMS) software and cloud solutions • Digital transformation consultation • Secure destruction of electronic records
Type of Personal Data	Personal data includes:

	<ul style="list-style-type: none"> • Name, date of birth, email address, phone number, or address • Financial information • Contact information • Employment records • Legal records • Education history <p>Special category data will also be processed, and this includes (but is not limited to) health and care information</p>
Categories of Data Subject	CQC staff, Service providers and their employees, People who use services, Members of the public, third parties that CQC engages with for the purpose of exercising their regulatory functions
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	Any Personal Data Processed by the Data Processor on behalf of the Data Controller shall be returned to the Data Controller or destroyed in accordance with the relevant provisions of the Data Protection Protocol the Data Controller's policies and instructions.

APPROVED SUBPROCESSORS

ENTITY (NAME & ADDRESS)	TYPE OF SERVICE PROVIDED	COUNTRY LOCATION
Belfor UK Limited Belfor House, Kingsbury Link, Trinity Road, Tamworth, Staffs B78 2EX	Document Recovery	UK
CitySprint (UK) Limited Ground Floor Redcentral, 60 High Street, Redhill Surrey, RH1 1SH	Courier	UK
Convergys Corporation 201 East Fourth Street, Cincinnati, OH 45202, United States	Customer Service	USA
eCourier – Revisecatch Limited 100 Victoria Embankment, London, EC4Y 0HQ, England	Courier	UK
Tata Consultancy Services Limited TCS House, Raveline Street, Fort, Mumbai 400001, Maharashtra, India	IT Support	India
Iron Mountain Incorporated/Iron Mountain Intellectual Property Management, Inc. One Federal Street, Boston, MA 02110, USA	IT & operational Support	USA

Iron Mountain Services Private Limited Level 02, Block A, WTC-2, Bagmane World Technology Centre (BWTC) K.R. Puram – Marathahalli Ring Road, Mahadevpura, Bangalore – 560048, India	IT Support	INDIA
Origami Risk LLC. 444 N. Orleans Street, Chicago, IL 60654, United States	Event Reporting Platform Provider	USA
Polygon Group UK Blackstone Road, Huntingdon, PE29 6EE, England	Document Recovery	UK
Pulse Environmental Limited Unit 7, 210 Church Road, Leyton, London, E10 7JQ, England	Destruction	UK
Salesforce.com Inc. The Landmark @ One Market, Suite 300, San Francisco, CA, 94105, United States	CRM	USA
Shred-IT Limited Ground Floor, 177 Cross Street, Sale, Manchester M33 7JQ, England	Destruction	UK
Shred Station Limited Osborne House, Wendover Road Norwich, Norfolk NR13 6LH	Destruction	UK
UPS Limited UPS House, Forest Road, Feltham, Middlesex, TW13 7DY, England	Courier	UK