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Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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

Order Form

Call-Off Reference: **Atamis C149902, Digital Marketplace 19778**

Call-Off Title: **Social care data access project, user needs discovery - BC16292**

Call-Off Contract Description: **Discovery to inform the development of a new digital product to support data-driven decision making and access to data across the social care sector.**

The Buyer: **Department of Health and Social Care**

Buyer Address: **Victoria Street, Westminster, London, SW1H 0EU**

The Supplier: **Deloitte LLP**

Supplier Address: **1 New Street Square, London, United Kingdom, EC4A 3HQ**

Registration Number: **OC 303675**

DUNS Number: **364807771**

SID4GOV ID: **364807771**

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated **12/06/2023**

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
- 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

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- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 4 (Call off Tender)
 - 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 9 (Security)
 - Call-Off Schedule 20 (Call-Off Specification)
- 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 Teams are incorporated into this Call-Off Contract

Special Term 1

Deloitte will not be required to handle or process any personal data on behalf of the Buyer.

Special Term 2

A business continuity plan is not required for the Services. A security management plan is not required for the Services.

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Call-Off Start Date: **TBC**

Call-Off Expiry Date: **TBC**

Call-Off Initial Period: **10 weeks**

Call-Off Optional Extension Period: **50%**

Minimum Notice Period for Extensions: **2 week(s)**

Call-Off Contract Value: **£99.500 (excluding VAT)**

Call-Off Deliverables

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

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a [Cyber Essentials Certificate] [OR Cyber Essentials Plus 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 150% of the Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £99,500.

Call-Off Charges

Fixed Fee

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

All expenses must be pre-agreed between the parties and must comply with the Cabinet Office (CO) Travel and Subsistence (T&S) Policy.

Payment Method

The payment method for this Call-Off Contract is BACS. The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

Buyer's Invoice Address

MB-PaymentQueries@dhsc.gov.uk

Department of Health & Social Care

Accounts Payable

1st Floor

39 Victoria Street

London

SW1H 0EU

Buyer's Authorised Representative

Martin Robbins

Commercial Manager

01132 546070 Martin.robbsins@dhsc.gov.uk

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Quarry House, Leeds, LS2 7UE

Buyer's Environmental Policy

Gov.uk Environmental and sustainability policy. Available at Environmental and sustainability policy - GOV.UK (www.gov.uk)

Buyer's Security Policy

DHSC privacy notice. Updated 20 July 2022. Available at: DHSC privacy notice - GOV.UK (www.gov.uk)

[REDACTED]

[REDACTED]

Progress Report Frequency

Weekly progress report with the key DHSC stakeholders

Progress Meeting Frequency

Weekly catch ups with the key DHSC stakeholders

Key Staff

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Key Subcontractor(s)

N/A

Commercially Sensitive Information

Any information relating to: personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Not applicable

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:

[Redacted signature block]

Appendix 1 Statement of Work

Statement of Works (SOW) Details

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 Contract. 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 Contract, unless otherwise agreed by the Parties in writing.

Date of SOW:02/05/2023

SOW Title: Adult Social Care Data Access Project - User Needs Discovery

SOW Reference: SOW 001

Call-Off Contract Reference: C149902

Buyer: Department of Health and Social Care

Supplier: Deloitte LLP

SOW Start Date: TBC

SOW End Date: TBC

Duration of SOW: 10 weeks

Key Personnel (Buyer): Raj Malhi, Neill Horie, David Parkinson, Siddharth Ahlawat

Key Personnel (Supplier):

Gender	Percentage
Men	45%
Women	55%

[illegible]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

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[REDACTED]

Subcontractors: N/A

Call-Off Contract Specification – Deliverables Context

In ‘People at the Heart of Care’ DHSC publicly committed to “**develop an easily accessible data-sharing solution** with local authorities and providers that supports real-time decision-making at local, regional and national levels.” This same commitment was repeated in the final version of the Data Saves Lives – health and social care data strategy.

Prior to the pandemic, we had limited data and intelligence on adult social care, including pressure and risk in the system, with similar limited capability to generate insights from the annual aggregate data that was collected. To support the department’s response to the pandemic, new emergency data collections were put in place across the ASC sector. To support real-time strategic decision making at national and local levels, we developed an adult social care COVID-19 dashboard which was shared with LAs and received positive feedback from all users. The department has since sought to put social care data on a longer-term footing, introducing new powers for SoS to collect data from the sector, and improving existing collections. So that DHSC and the sector can continue to use data to support decision-making, we will build a new data-sharing solution that uses the lessons learned from the pandemic and seek to ensure different actors in the system have access to the same rich data.

This project will map the needs of the end users of the new digital product for purposes of delivering better quality services across the country. The overall project’s objectives are:

1. By April 2024, a single digital product will have been launched for LAs, care providers and DHSC, which provides a joined-up set of data related to adult social care.
2. This product will be capable of expansion at this or a later point to be accessed by other stakeholders such as CQC, ICS’ and other areas of central government such as DLUHC and DWP.
3. Different end users will have tailored data, reporting, dashboards or intelligence to suit their unique needs.
4. Aggregate data provided via the new digital product will be being used for national statistical reporting.

These objectives will be refined further based on the options investigated as part of the overall project’s business case development.

A potential indicator of success would be that LAs are using the new data product as their main national data collection aggregation tool to support commissioning and don’t require duplicate systems to analyse data. This would need testing with LAs as part of stakeholder engagement

Delivery phase(s): Discovery; conducting research with end users and key stakeholders

Overview of Requirement:

The Buyer does not have the resource or digital skills internally to fully understand and identify options for developing a data collection system that:

- captures accurate and timely data from care providers
- avoids duplication of data collections and reduces burden on providers
- ensures data can be accessed by the organisations across the care sector who need it
- is adaptable to the progressive digitisation of care records in the sector, and facilitates automation

The desired **outcomes** for this discovery project are:

- gain a better understanding of the needs of end users, in terms of data, analysis and user interface, as well as the potential ways to make use of existing systems and datasets
- recognise which data sets different end users would find useful to have access to, and how this data would be presented to them
- understand the data literacy of end users and the level of support they require (e.g. conclusions or intelligence)
- understand any user interface requirements
- learn about the various user roles required for the product's administration (e.g. policy specialists and analysts)
- understand viable options for technical specifications and tools required
- gain insight into the impact of data analysis on users (e.g. how much time they spend creating reports) and on current and potential future problems they might experience when producing analysis for reports
- have a strong evidence base in order to make informed and justified decisions about the development of the new digital product

Buyer Requirements – SOW Deliverables

Outcome Description and Delivery plan

MS01	<p>Establish structures, working practices and plans to underpin Discovery</p> <ul style="list-style-type: none"> • Agile Ways of working Terms of Reference • Research Plan • Stakeholder Map • Refined Sprint Plan • Analysis of work done to date • Format for final report agreed 	<p>Teams are integrated and efficient working practices, roles and responsibilities are defined.</p> <p>Supplier understands needs of immediate stakeholders.</p> <p>User Research plan is designed to include broad ASC ecosystem (care providers within different settings, local authorities and NHS trusts, analysts and stakeholders within DHSC and NHS, software service providers (e.g. those on the Digital Social Care Record Assured Supplier List, Skills for Care, Capacity Tracker)</p>
MS02	<p>Understanding the current landscape</p> <ul style="list-style-type: none"> • Identify ASC ecosystem stakeholder current pain points and future needs • Identify data and digital needs and literacy levels, challenges and requirements, types of users and use cases, and preferences and solution suggestions for a future digital product • Current Systems Landscape 	<p>Skills and knowledge transfer needs are identified and suitable activities are built into the plan</p> <p>Key findings are frequently shared and discussed, thanks to the use of visual artefacts which communicate research needs and insights effectively.</p> <p>Stakeholder are satisfied that they have been consulted and were able to contribute to setting out the current landscape.</p>

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	<ul style="list-style-type: none"> • Understand the policy and Legislation context 	
MS03	<p>Identifying options for new solution</p> <ul style="list-style-type: none"> • User Needs (refined) and Pain Points (refined) • Data and digital needs and literacy levels, challenges and requirements, types of users and use cases, and preferences and solution suggestions for a future digital product (refined) • Current Systems Landscape (refined) • Data Solution Options Storyboards 	<p>Data solution options consider the latest innovations and technical trends.</p> <p>All data solution options suit user needs</p>
MS04	<p>Validate and evaluate solution options</p> <ul style="list-style-type: none"> • User Needs (refined) • Current Pain Points (refined), Personas/ archetype as appropriate • Data solution Option Storyboards (refined), High Level Service Blueprints • Data Solution Options Assessment 	<p>Options are evaluated transparently.</p> <p>Pros and cons are set out in collaboration with stakeholders.</p>
MS05	<p>Share findings and set out next steps for alpha</p> <ul style="list-style-type: none"> • Transition Roadmap (including opportunities for Pilots and Proofs of Concept) • Final report (and presentation, according to 	<p>Data solution proposal is well socialised.</p> <p>Final report is well received and reflects key stakeholder feedback</p> <p>Stakeholder engagement is enhanced through efficient storytelling techniques</p> <p>transition roadmap and forward plan are realistic and achievable</p>

Dependencies:

- Availability of DHSC project team to engage in agile delivery, knowledge transfer, artefact review and acceptance
- DHSC will undertake the recruitment and assure the availability of representative users and stakeholders in a timely manner
- Must wait for pre-election period of sensitive to end before contacting local authorities (5th May)
- A meeting to review assumptions, roles and responsibilities will be arranged prior to agreement of the Statement of Work

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- The Supplier has not included any contingency. We reserve the right to include a contingency if capped, fixed or other pricing approach is agreed in future.
- There are no costs for third-party software, hardware, mobile devices, hosting services or facilities included or estimated in the quoted pricing. Software and facilities will be discussed at the pre-SOW meeting and the Buyer will bear cost if any costs are required
- Investment offered by Deloitte is valid for the proposed resources and work only.
- The fixed costs are against the requirements as defined within the ITT
- The client will be responsible for arranging appropriate input from GDS within the project timescales.
- If incentives are required for user research they will be provided by the buyer.
- Project will be completed within 10 weeks and an extension will require additional budget subject to (a) should the reasons for the extension be attributable to an act or mission of the Buyer such extension work performed by Supplier shall accrue additional Charges payable by Buyer or (b) if the reason for the extension is due to the Supplier, Supplier shall re-perform or complete the necessary deliverables as soon as is reasonably practicable without further Charges being due from Buyer).

Supplier Resource Plan:

Role Days

Role	Days
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

The Supplier will discuss the proposed roles and resourcing levels with the Buyer during Mobilisation, and also re-apportion effort between roles where this is desirable according to delivery priorities, especially where we are following an Agile delivery method.

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:

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).

Performance Management:

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Material KPIs	Target	Measured by
Reporting	Reports delivered fortnightly	Report delivery in agreed format
User research	Research sessions to be undertaken as per agreed plan	Delivery of sessions per sprint as set out in agreed user research plan
Service Design	Design Artefacts delivered as per agreed sprint-plan	Acceptance of artefacts (including review of initial drafts as according to the plan)
Invoicing	Invoices to be sent monthly within 21 days of month end	Invoices

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	Contact Details	Employment / Engagement Route (incl. inside/outside IR35)
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	

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]		

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1.1	[insert]	[insert]	[insert]
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Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- Fixed fee

The Fixed fee value of this SOW (irrespective of the selected charging method) is £99,500.00 (exclusive of VAT).

Signatures and Approvals

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

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

Annex 1

Data Processing

Not relevant. The supplier is not processing data on behalf of the buyer.