



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

Crown Copyright 2020

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

Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: 16932

Call-Off Title: Community Accommodation Service Tier 3 (CAS3)

Call-Off Contract Description: The MoJ seeks a managed service provider to deliver a minimal viable service for the national roll out of CAS3 by December 2022 and to support and maintain this service until 31 March 2023

The Buyer: The Secretary of State for Justice on behalf of the Ministry of Justice

Buyer Address: 10 South Colonnade, London, E14 4PU

The Supplier: The Dextrous Web (trading as dxw)

Supplier Address: Calls Landing, 36-38 The Calls, Leeds, LS2 7EW

Registration Number: 6617101

DUNS Number: 211267270

SID4GOV ID: N/A

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated [Insert date of issue].

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:

[Buyer guidance: delete any Schedules marked as [Optional] that you do not need for this Call-Off Contract. Add any additional Schedule needed, providing it is within scope of the framework agreement. Remove this guidance too.]

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

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

- Call-Off Schedules for RM1043.7
 - 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 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)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

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: **None**

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

Call-Off Start Date: 23 May 2022

Call-Off Expiry Date: 31 March 2023

Call-Off Initial Period: 11 Months

Call-Off Optional Extension Period: 6 Months (25% of increase to contract value)

Minimum Notice Period for Extensions: 6 weeks

Call-Off Contract Value: up to £1,000,000

Call-Off Deliverables

The MoJ seeks a managed service provider to deliver a minimal viable service for the national roll out of CAS3 by December 2022 and to support and maintain this service until 31 March 2023.

Background

The Community Accommodation Service Tier 3 (CAS3) provides temporary accommodation for up to 84 nights for homeless prison leavers and those moving on from Approved Premises (CAS1) or the Bail Accommodation and Support Service (CAS2), and assistance to help them move into settled accommodation.

From July 2021 CAS3 has been available in five 'vanguard' regions providing temporary accommodation for approximately 3,000 offenders who are subject to probation supervision and at risk of homelessness on release. From December 2022 CAS3 will roll out nationally, available in 12 regions, providing temporary accommodation for approximately 12,000 offenders at risk of homelessness per annum.

Current arrangements for referring individuals, assessing eligibility and bed space management are not scalable to support national roll out. A managed service provider is therefore required to research, design and deliver a digital, on-line, solution to provide an efficient and effective national service for CAS3.

Problem to be solved

The current manual process is reliant on:

- The use of Excel spreadsheets to record referrals to CAS3, placement of eligible prison leavers and to manage bed spaces; and
- Email exchanges between the Community Probation Practitioner, Homelessness Prevention Teams and the CAS3 Property Supplier.

As a result, the current process:

- Is inefficient and time-consuming for all parties involved
- Requires duplication across several recording systems, consequently, is open to a high degree of human error
- does not meet operational requirements
- Includes regional variations where local arrangements have been put in place
- Is not integrated with existing recording systems e.g. NDelius and OASys
- Makes it difficult to produce reliable and accurate management information, which in turn prevents the programme from accurately evaluating the achievement of its objectives
- Is unsustainable and cannot support the fourfold increase in volumes for national roll out.

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

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

(Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

N/A

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 up to £1,000,000

Call-Off Charges

Capped Time and Materials (CTM)

[REDACTED]

[REDACTED] Reimbursable Expenses

MoJ to provide dxw with their expenses guidance

Payment Method

PO number to be provided by the Buyer to the Supplier as soon as practicable following Call-Off Start Date.

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

Buyer's Invoice Address

SSCL – National Offender Management Service
PO Box 741
Newport
Gwent
NP10 8FZ

email address: APinvoices-NMS-U@gov.sscl.com

Buyer's Authorised Representative

Operational Lead

Name: [REDACTED]

Role: [REDACTED]

MoJ Digital

Phone: [REDACTED]

Email: [REDACTED]

Buyer Commercial Lead:

Name: [REDACTED]

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

Role: [REDACTED]

Email: [REDACTED]

Address: The Ministry of Justice, 10 South Colonnade, London, E14 4PU

Buyer's Environmental Policy

N/A

Buyer's Security Policy

<https://www.gov.uk/government/publications/security-policy-framework>

Supplier's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Calls Landing

36-38 The Calls

Leeds, LS2 7EW

Supplier's Contract Manager

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Calls Landing

36-38 The Calls

Leeds, LS2 7EW

Progress Report Frequency

On the first Working Day of each calendar month. Progress reports will also be delivered as part of daily stand-ups and agile ceremonies throughout the Call-Off Contract

Progress Meeting Frequency

On the first Working Day of each calendar month. Progress reports will also be delivered as part of daily stand-ups and agile ceremonies throughout the Call-Off Contract

Key Staff

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Insert Worker Engagement Route (Outside IR35)- All individuals are outside IR35

Worker Engagement Route (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement)- The buyer will issue a request for confirmation of how the supplier's workers engaged under this contract will be paid to ensure compliance with HMRC'S IR35 legislation.

The MoJ is required to seek this assurance under chapter 10 ITEPA 2003 where we consider we are engaging workers who will be deemed to be employees for tax purposes under this legislation. We are seeking confirmation that all workers used by the supplier throughout the duration of the contract are directly employed by the supplier, and that all earnings from their engagement with the MoJ will be subject to tax and NICs through the supplier's PAYE system.

Alternatively, if any workers engaged on this contract are off-payroll, (not meeting all of the conditions of employment above), the Supplier will provide all requisite information to the Buyer, (at the outset of the contract and whenever this becomes necessary during the contract), to ensure that the Buyer can fulfil their obligations under off-payroll working legislation in Chapter 10, ITEPA 2003 and Social Security Contributions (Intermediaries) Regulations 2000.

To ensure the MoJ complies fully with this legislation, confirmation from the supplier will need to be received, or the issue of appropriate documentation to the supplier and their workers made before payment is made by the supplier to their workers.

.

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

Not applicable

Balanced Scorecard

See 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)

[REDACTED]

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:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

[Buyer guidance: execution by seal / deed where required by the Buyer]

Appendix 1

[Insert The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)].

[Insert Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

Annex 1 (Template Statement of Work)

1 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: 23/05/2022

SOW Title: Community Accommodation Service Tier 3 (CAS3) - Digital Marketplace

Additional information

SOW Reference: SOW 1

Call-Off Contract Reference: TBC

Buyer: Ministry of Justice

Supplier: dxw (The dextrous web ltd.)

SOW Start Date: 23rd May 2022

SOW End Date: 2nd June 2022

Duration of SOW: 1 week

Charging Method(s) for this Release: *Capped Time and Materials (CTM)*

Key Personnel (Buyer):

[REDACTED]

Key Personnel (Supplier):

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

[REDACTED]

Subcontractors: N/A

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: Inception

The supplier will deliver the CAS3 MVP digital service in December, using agile methodologies to deliver early and learn quickly, in line with the Service Standard. They will maximise re-use of existing patterns, components and technologies by sharing team members and learning with the Approved Premises team.

Delivery phase(s): Inception

Overview of Requirement: Inception

We'll start with a short inception to develop a shared understanding of the necessary outcomes, the users, and to define the approach to delivery.

During inception, we'll review progress to date, conduct desk research and take learnings from how the current service operates. We'll clarify project goals, key risks and assumptions. We'll develop a plan for the subsequent Discovery phase, to guide the team. This will help us stay focused on delivering the confirmed scope items needed in December 2022.

We'll also use this time to set up the necessary governance and processes, and will confirm the approach with regards to MOJ systems.

3 Buyer Requirements – SOW Deliverables

Outcome Description:

[REDACTED] Delivery Plan:

[REDACTED]

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).

Cyber Essentials Scheme:

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

SOW Standards:

Key Supplier Staff:

[REDACTED]

Should the replacement of any Key Staff become necessary for reasons beyond the control of the Supplier (i.e. illness or leaving the Supplier) leading to Key Staff becoming unavailable or as otherwise required by the Buyer, the Supplier shall nominate replacement(s) with equal or greater capability to continue the role(s)

SOW Reporting Requirements:

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

[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:

[REDACTED]

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 SOW001 (irrespective of the selected charging method) is **[REDACTED]**

Rate Cards Applicable:

[REDACTED]

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

[**Insert** SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

Reimbursable Expenses:

[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]

[Reimbursable Expenses are capped at £[**Insert**] [**OR** [**Insert**] percent ([**X**])% of the Charges payable under this Statement of Work.]

[None]

[**Buyer** to delete as appropriate for this SOW]

5 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

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

For and on behalf of the Buyer

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

Annex 1

Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Annex 1: Processing Personal Data

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 Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED] 1.2 The contact details of the Supplier's Data Protection Officer are [REDACTED]

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Names and email addresses of HMPPS Digital and staff in probation and prisons in order to deliver the service set out in each statement of work.</p> <ul style="list-style-type: none"><i>forename, middle name(s), surname, preferred pronouns, previous names, age, date of birth, gender identity, nationality, citizenship, status for right to remain in the United Kingdom, status for right to work in the United Kingdom, religion, occupation, name and location of registered home address, name and location of current address, name and previous names and locations of places of employments, work email addresses, personal email addresses, work telephone numbers, personal telephone numbers, job title.</i><i>Additional Personal Data may also include; names and locations of current and previous prison/ institution addresses were custodial sentences were served or are being served, custodial sentence terms, including the crime committed, number of sentences being served concurrently, custodial sentence start date, custodial sentence end date, and name and location of prison/institution where the custodial sentence was or is being served, for all custodial sentences for Individual Offenders who have served or are serving a custodial sentence.</i>

	<p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> • As above. <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • As above. <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,
Duration of the Processing	For the duration of the call off contract term
Nature and purposes of the Processing	<p>Working with the HMPPS research community</p> <p>Building on existing knowledge</p> <p>Primary research</p> <p>Recruitment</p> <p>Research in the open</p>
Type of Personal Data	name, email address
Categories of Data Subject	<p>Three main user groups are</p> <p>Community Probation Practitioners – making referrals</p> <p>Homelessness Prevention Teams - assessing eligibility, screening referrals, and managing bookings and occupancy.</p> <p>CAS3 Property Suppliers - confirming bookings and providing information on the resettlement of individuals.</p>

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

<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>dxw shall destroy Personal Data as part of preparations for the end of the Contract. The data processor should provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. dxw will certify to MoJ that it has completed such deletion.</p>
--	---