

RM6221 Health Order Form

Call-Off Ref: C113296 PLAT - Clinicals

Health Order Form

CALL-OFF REFERENCE: C113296

THE BUYER: NHS Digital

BUYER ADDRESS 7 and 8 Wellington Place, Leeds, LS1 4AP

THE SUPPLIER: Aire Logic (UK) Ltd

SUPPLIER ADDRESS: Aireside House, Aire Street
Leeds
LS1 4HT
England

REGISTRATION NUMBER: **06233174**
[REDACTED]

DATE OF ISSUE: **16 November 2022**

CALL-OFF START DATE: 19 October 2022

ACTUAL SERVICES COMMENCEMENT DATE: 21 November 2022

CALL-OFF EXPIRY DATE: 18 October 2026

CALL-OFF INITIAL PERIOD: 48 months

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 months

MINIMUM NOTICE PERIOD FOR EXTENSION(S): 3 months

HANDOVER DATE (IF APPLICABLE) – SEE CALL OFF SCHEDULE 13A [Click or tap to enter a date.](#)

CALL-OFF CONTRACT VALUE INITIAL PERIOD (excl. VAT): £29,000,000
GBP Twenty-nine million pounds

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ANNEXES TO THIS ORDER FORM

The following Annexes form part of this Health Order Form.

| Annex | Title | Version |
|--------------|--|----------------|
| Annex 1 | Statement of Work (Specification) Template | 2.0.1 |
| Annex 2 | Statement of Work (Costs) Template | 1.0.1 |
| Annex 3 | Special Terms | 1.0.1 |
| Annex 4 | Buyer's Mandatory Policies | 1.0.1 |
| Annex 5 | Processing Personal Data | 2.0.1 |
| Annex 6 | Key Subcontractors | 1.0.1 |
| Annex 7 | Applicable Standards | 1.0.1 |

STATEMENTS OF WORK

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute Statements of Work ("SOW"). Once signed by the Parties, the Statements of Work shall be incorporated into and will form part of this Call-Off Contract.

The following SOW[s] will be executed at the same time as the Call-Off Contract:

| Annex | Title | Version |
|--------------|------------------------|----------------|
| SOW01 | Clinicals Y1 (Ramp up) | 1.0F |
| | | |
| | | |

The following SOW[s] form part of the Invitation to Tender and remain as drafts as at the date of this Call-Off Contract. The Buyer reserves the right to amend and update these SOWs following the execution of the Call-Off Contract.

| Annex | Title | Version |
|--------------|--------------|----------------|
| | | |
| | | |
| | | |

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A Statement of Work consists of two parts however the Specification and Costs together form the Statement of Work:

- **Specification:** the technical specification developed using template contained in the attached Annex 1 of this Health Order Form: Statement of Work Template (Specification); and
- **Costs:** the pricing workbook which shall be output from the Commercial model. An example of this may be found in Annex 2 of this Health Order Form: Statement of Work Template (Costs).

The Parties agree that the templates in both Annex 1 and Annex 2 to this Health Order Form may be updated by the Buyer from time to time to reflect emerging Buyer needs. The Buyer shall notify the Supplier of any material change to the template in writing.

CALL-OFF TERMS

The following sections of this Order Form include optional wording. Where such wording is marked with a that wording is included and applicable to this Call-Off Contract.. Where the wording is not marked as applying (i.e.), then that wording is not incorporated into this Call-Off Contract.

For each of the documents listed below:

Where the document is not marked as applying () , then those documents are not incorporated into this Call-off Contract.

Where the document is marked as applying () , then those documents are incorporated into this Call-off Contract.

| Schd. | Title | Ver. | Applies |
|-----------------------------------|---|------|-------------------------------------|
| THE ORDER FORM AND ANNEXES | | | |
| | This Order Form (including all Annexes) | 6.1 | <input checked="" type="checkbox"/> |

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| Schd. | Title | Ver. | Applies |
|------------------------|---|-------|-------------------------------------|
| JOINT SCHEDULES | | | |
| J01 | Joint Schedule 1 Definitions | 3.7.1 | <input checked="" type="checkbox"/> |
| J02 | Joint Schedule 2 Variation Form | 3.1.1 | <input checked="" type="checkbox"/> |
| J03 | Joint Schedule 3 Insurance Requirements | 3.1.1 | <input checked="" type="checkbox"/> |
| J04 | Joint Schedule 4 Commercially Sensitive Information | 3.1.4 | <input checked="" type="checkbox"/> |
| J05 | Joint Schedule 5 Corporate Social Responsibility | 3.2.1 | <input checked="" type="checkbox"/> |
| J06 | Joint Schedule 6 Key Subcontractors | 3.1.1 | <input checked="" type="checkbox"/> |
| J07 | Joint Schedule 7 Financial Difficulties | 3.3.1 | <input checked="" type="checkbox"/> |
| J08 | Joint Schedule 8 Guarantee | 3.2.1 | <input type="checkbox"/> |
| J09 | Joint Schedule 9 unused | | <input type="checkbox"/> |
| J10 | Joint Schedule 10 Rectification Plan | 3.0.1 | <input checked="" type="checkbox"/> |
| J11 | Joint Schedule 11 Processing Data | 4.1.1 | <input checked="" type="checkbox"/> |
| J12 | Joint Schedule 12 Supply Chain Visibility | 1.0.1 | <input checked="" type="checkbox"/> |

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| Schd. | Title | Ver. | Applies |
|---------------------------|--|-------|-------------------------------------|
| CALL-OFF SCHEDULES | | | |
| C01 | Call-Off Schedule 1 Transparency Reports | 3.0.2 | <input checked="" type="checkbox"/> |
| C02 | Call-Off Schedule 2 Staff Transfer | 3.2.2 | <input checked="" type="checkbox"/> |
| C03 | Call-Off Schedule 3 Continuous Improvement | 3.0.1 | <input checked="" type="checkbox"/> |
| C04 | Call-Off Schedule 4 Call-Off Tender | 3.1.1 | <input checked="" type="checkbox"/> |
| C05 | Call-Off Schedule 5A Health Pricing Details and Expenses Policy | 3.1.1 | <input checked="" type="checkbox"/> |
| C05.1 | Call-Off Schedule 5A Annex 1 Call-Off Contract Prices | 1.0 | <input checked="" type="checkbox"/> |
| C05.2 | Call-Off Schedule 5A Annex 2 Specific Technology Uplifts | 1.0 | <input checked="" type="checkbox"/> |
| C06 | Call-Off Schedule 6 ICT Services | 3.4.1 | <input type="checkbox"/> |
| C07 | Call-Off Schedule 7 Key Supplier Staff | 3.0.1 | <input checked="" type="checkbox"/> |
| C08 | Call-Off Schedule 8 Business Continuity and Disaster Recovery Plan | 3.2.1 | <input checked="" type="checkbox"/> |
| C09 | Call-Off Schedule 9A Health Security including Annexes 1,2 & 3 | 3.4.2 | <input checked="" type="checkbox"/> |
| C09.4 | Call-Off Schedule 9A Health Security including Annex 4 ISMS | 3.4.2 | <input type="checkbox"/> |
| C10 | Call-Off Schedule 10A Health Exit Management | 3.1.1 | <input checked="" type="checkbox"/> |
| C11 | Call-Off Schedule 11 Not Used | | <input type="checkbox"/> |
| C12 | Call-Off Schedule 12 Not Used | | <input type="checkbox"/> |
| C13 | Call-Off Schedule 13A Health Implementation Plan and Testing | 3.2.2 | <input checked="" type="checkbox"/> |
| C14 | Call-Off Schedule 14 Service Levels | 3.1.1 | <input type="checkbox"/> |
| C15 | Call-Off Schedule 15A Health Supplier and Contract Management | 3.1.1 | <input checked="" type="checkbox"/> |
| C16 | Call-Off Schedule 16 Benchmarking | 3.2 | <input checked="" type="checkbox"/> |
| C17 | Call-Off Schedule 17 MOD Terms | | <input type="checkbox"/> |
| C18 | Call-Off Schedule 18 Background Checks | 3.0.1 | <input checked="" type="checkbox"/> |
| C19 | Call-Off Schedule 19 Scottish Law | | <input type="checkbox"/> |
| C20 | Call-Off Schedule 20 Call-Off Specification <i>As updated and supplemented by executed Statements of Work .</i> | 3.0.2 | <input checked="" type="checkbox"/> |
| C21 | Call-Off Schedule 21 Northern Ireland Law | | <input type="checkbox"/> |
| C22 | Call-Off Schedule 22 Not Used | | <input type="checkbox"/> |
| C23 | Call-Off Schedule 23 Health Additional Call-Off Terms | 1.0.3 | <input checked="" type="checkbox"/> |
| C24 | Call-Off Schedule 24 Health Probity | N/A | <input type="checkbox"/> |
| C25 | Call-Off Schedule 25 Ethical Walls Agreement | 1.0.1 | <input checked="" type="checkbox"/> |
| C26 | Call-Off Schedule 26 Form of Licence | 1.0.1 | <input type="checkbox"/> |

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FRAMEWORK CONTRACT RM6221

This Order Form is for the provision of the Deliverables and is dated as of the Date of Issue.

The Order Form and accompanying Schedules are issued pursuant to the Framework Contract with the reference number RM6221 for the provision of Digital Capability for Health Deliverables.

Defined terms used in this Order Form shall be interpreted in accordance with Joint Schedule 1 (Definitions), as updated by Annex 3 of this Order Form (Special Terms).

In this Call-Off Contract, a reference to a schedule numbered N, shall be interpreted as a reference to a schedule NA. For example, a reference to a Call-Off Schedule 5 (Pricing Details and Expenses Policy), shall be interpreted as a reference to Call-Off Schedule 5A (Pricing Details and Expenses Policy).

The Parties signature and agreement of this Order Form will not oblige the Buyer to buy or the Supplier to supply Deliverables. Commitment to buy and to supply the Deliverables shall occur when the parties execute Statements of Work. The parties shall keep a log of the agreed Statements of Work.

ORDER OF PRECEDENCE

In the event that any documents conflict, the following order of precedence applies. Documents listed at lower numbers in this list shall take precedence over documents listed with higher numbers:

1. This Order Form including the Order Form Annexes.
2. Executed Statements of Work
3. C23 - Call-Off Schedule 23 (Health Additional Call-Off Terms)
4. RM6221 DCFH Core Terms (version 3.0.9)
5. All remaining RM6221 Joint Schedules
6. All remaining Call-Off Schedules (excluding C04)
7. C04 - Call-Off Schedule 4 (Call-Off Tender)

Save as specifically agreed in this Health Order Form and Call-Off Schedule 6 (ICT Services), no Supplier terms form part of this Call-Off Contract. That includes any terms presented at the time of delivery or referenced by the Supplier in C04 - Call-Off Schedule 4 (Call-Off Tender).

For the avoidance of doubt, any variation of the Framework Terms by CCS following the signature of this Order Form, shall not automatically vary this Call-Off Contract. Any variation to the Call-Off Contract shall be in accordance with Clause 24 of the Core Terms.

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CALL-OFF SERVICE PROVISION(S):

The following details the scope of required services and Deliverables at a high level. Further detail may be found within the detailed requirements documented within Call-Off Schedule 20 (Call-Off Specification),

| Service Provision | Description | Main Service | Extra Services |
|--|--|-------------------------------------|-------------------------------------|
| DevOps Services | support for ongoing live services. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Digital Definition Services | Either separately or combined GDS Discovery (as extended under Extended Discovery under Paragraph 4.3 below) and /or Alpha phases. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Build and Transition Services | either separately combining GDS Beta phase and/or Retirement phases (including transition to Live). It is anticipated that Live will be covered by an appropriate competition for DevOps Services. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| End-to-End Development Services | with the ability to combine the full set of GDS agile phases of Discovery through to Live. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Data Management (and similar) Services | primarily targeted at building, enhancing, and maintaining data assets, migrating data from one system to another and analysis and reporting from such data assets. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

CALL-OFF SPECIAL TERMS

This Order Form amends the Framework Terms as detailed in Annex 3 (Special Terms). Any reference to a Call-Off Schedule, Joint Schedule or the Core Terms shall refer to them as amended by Annex 3. The Special Terms contained in Annex 3 are incorporated into this Call-Off Contract

CALL-OFF DELIVERABLES

The Call-Off Deliverables shall be as documented at a high level in Call-Off Schedule 20 (Call-Off Specification) and more specifically within individual Statements of Work.

Unless explicitly agreed in a Statement of Work, the Supplier will not make available or provide any Supplier Existing IPRs or Third Party IPRs as part of the Deliverables.

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The Supplier will not make available or provide any Supplier or 3rd party COTS Software as part of the Deliverables without the prior written consent of the Buyer to be provided in a Statement of Work.

In the event that the Authority requests to license Supplier or Third Party COTS Software from or via the Supplier such arrangements will be specifically agreed as part of the applicable Statement(s) of Work.

MAXIMUM LIABILITY

| | |
|--|--|
| The limitation of liability for this Call-Off Contract is as stated in Clause 11.2 of the Core Terms. | |
| The Estimated Year 1 (12 month) Charges (excluding VAT) used to calculate liability in the first Contract Year is: | £7,250,000 GBP Seven million Two hundred and fifty thousand |

The Framework utilises Capped Time and Materials, based on competed day rates, as the underlying basis of charging for the Call-Off Contract overall.

However, individual SOWs may be required to be priced based on any of the charging methods detailed below. More information on these may be found in Call-Off Schedule 5 (Pricing Details):

- (1) Capped Time and Materials
- (2) Incremental Fixed Price
- (3) Fixed Price

REIMBURSABLE EXPENSES

The Rate Card includes all expenses related to delivering the Services at the locations specified in the Statements of Work. See Framework Schedule 3 (Framework Prices), and Paragraph 8 of Expenses Policy in Annex 1 of Call-Off Schedule 5A (Health Pricing Details and Expenses Policy).

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MATERIAL KPIS**Call-Off Schedule 15A Health Supplier and Contract Management**

The following Material KPIS shall apply to this Call-Off Contract in accordance with Paragraph 9 of Call-Off Schedule 15A:

| Material KPI | Target | Measured by |
|----------------|--------|-------------|
| Not applicable | | |

PAYMENT METHOD

Payments shall be made in accordance with Paragraph 8 of Call-Off Schedule 15A (Health Supplier and Contract Management).

BUYER'S INVOICE ADDRESS

| | |
|------------------------------|---|
| Name | Health and Social Care Information Centre |
| Email address | sbs.apinvoicing@nhs.net |
| Address | NHS Digital, T56 Payables A125 Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE |
| Invoicing Information | <p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at financialaccounts@nhs.net.</p> <p>Invoices should clearly quote the purchase order number, be addressed to the above address and be sent as a PDF attachment by email to the following email address sbs.apinvoicing@nhs.net (one invoice per PDF)</p> <p>Emails must not exceed 10Mb and quote 'T56 Invoice Scanning' in subject line. Alternatively, invoices can be sent via post to the above address.</p> |

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BUYER'S AUTHORISED REPRESENTATIVE**STANDARDS REQUIREMENTS**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the current relevant Call-Off Standards as set out in Annex 7 (Applicable Standards) of this Order Form as amended or supplemented by any Statement of Work.

BUYER'S MANDATORY POLICIES

The Buyer does not currently have a stand-alone Environmental Policy.

The Supplier shall (and shall ensure the Supplier's employees, contractors and subcontractors shall) comply with the Buyer's mandatory policies detailed in the table at Annex 4 (Mandatory Policies) of this Order Form and as updated from time to time.

In the event of a difference between any Buyer's policy and Supplier's policy (or their Subcontractor's, policy), the Supplier agrees that the Buyer's policy shall take precedence, save where otherwise agreed in the table below or in a Statement of Work.

| The following supplier's policy shall take precedence over the following Buyer's policies | |
|---|-------------------------|
| Buyer's Policy Title | Supplier's Policy Title |
| | |
| | |

SUPPLIER'S AUTHORISED REPRESENTATIVE

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SUPPLIER'S CONTRACT MANAGER

THE FOLLOWING JOINT SCHEDULES ARE UPDATED IN ACCORDANCE WITH THE OPTIONS IDENTIFIED AND SELECTED BELOW.

INSURANCES**Joint Schedule 3 (Insurance Requirements)**

| | |
|---|--------------------------|
| Are additional insurances required in addition to that required by Joint Schedule 3 (Insurance Requirements)? | <input type="checkbox"/> |
| | |

COMMERCIALLY SENSITIVE INFORMATION**Joint Schedule 4 (Commercially Sensitive Information)**

For information, in addition to names and other sensitive information in this Order Form and the data already identified in Schedule 4, as a minimum the following schedules will be redacted from the published contract:

- Bidders responses to any initial Statements of Work (specifications and costs);
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5A Annex 1 (Call-Off Contract Prices)
- Call-Off Schedule 5A Annex 2 (Specific Technology Uplifts)
- Call-Off Schedule 25 (Ethical Walls Agreement)
- Call-Off Schedule 26 (Form of Licence)

| | |
|--|--------------------------|
| Is there additional Commercially Sensitive Information in addition to that listed in Joint Schedule 4 (Supplier's Commercially Sensitive Information)? | <input type="checkbox"/> |
| | |

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SOCIAL VALUE COMMITMENT***Joint Schedule 5 (Corporate Social Responsibility)***

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 Joint Schedule 5 (Corporate Social Responsibility) as detailed below.

| | |
|---|-------------------------------------|
| The Supplier agrees to comply with the Social Values in <i>Joint Schedule 5 (Corporate Social Responsibility)</i> . | <input checked="" type="checkbox"/> |
| The Supplier may but is <u>not required</u> to comply with the Social Values in <i>Joint Schedule 5 (Corporate Social Responsibility)</i> . | <input type="checkbox"/> |

KEY SUBCONTRACTOR(S)***Joint Schedule 6 (Key Subcontractors)***

The Key Subcontractors are as set out in Annex 6 (Key Subcontractors) of this Order Form.

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FINANCIAL DIFFICULTIES**Joint Schedule 7 (Financial Difficulties)**

The following definitions supersede the definition of Monitored Company and Annex 1 of Joint Schedule 7 (Financial Difficulties).

| | | |
|----------------------------|---|--|
| "Monitored Company" | means the Supplier, together with: (where marked as applicable below) | |
| | <ul style="list-style-type: none"> • the Guarantor; • any Key Subcontractor. | <input type="checkbox"/> <input type="checkbox"/> |
| "Rating Agencies" | <p><u>Experian.</u> The Buyer uses Experian as part of its assessment of the financial standing of the Supplier. In the event that the Experian credit report highlights concerns regarding the Supplier, the Buyer will use Dun & Bradstreet to do a more comprehensive and qualitative assessment of the financial standing of the Supplier and for the purposes of Joint Schedule 7 (Financial Difficulties).</p> <p>Rating agency 2</p> | |

With regard to section 4 (What happens if there is a financial distress event) clause 4.2 shall, unless explicitly checked otherwise below, apply:

| | |
|---|-------------------------------------|
| There are, or are likely to be, Key Subcontractors, etc. and clause 4.2 regarding CCS rights and remedies shall apply | <input checked="" type="checkbox"/> |
|---|-------------------------------------|

The following Credit Rating Thresholds replace Part 1: Current Rating within Annex 2 of Joint Schedule 7 (Financial Difficulties)

| Entity | Credit rating (long term) |
|---------------------|--|
| Supplier | Dun & Bradstreet failure threshold of 55 |
| Guarantor | |
| Key Subcontractor/s | Dun & Bradstreet failure threshold of 55 |

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GUARANTEE***Joint Schedule 8 (Guarantee)***

Where the financial evaluation has indicated the need for a Deed of Guarantee, A Deed of Guarantee shall be agreed in accordance with the template at Joint Schedule 8 (Guarantee).

PROCESSING PERSONAL DATA***Joint Schedule 11 (Processing Data)***

Annex 5 (Processing Personal Data) of this Order Form shall be read in place of Annex 1 of Joint Schedule 11 (Processing Data). Joint Schedule 11 continues to apply in its entirety

GRANT OF THIRD PARTY RIGHTS TO CONTROLLERS***Joint Schedule 11 (Processing Data)***

| | |
|--|-------------------------------------|
| The named third-party public-sector Controllers detailed in Annex 5 (Processing Personal Data) of this Order Form will not be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation. | <input checked="" type="checkbox"/> |
| The named third-party public-sector Controllers detailed in Annex 5 (Processing Personal Data) of this Order Form will be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation. | <input type="checkbox"/> |

MAINTENANCE OF DATA PROTECTION RECORDS***Joint Schedule 11 (Processing Data)***

| Obligation | Obligation Applies* |
|--|-------------------------------------|
| The Processor shall maintain complete and accurate records and information to demonstrate its compliance with Joint Schedule 11 (Processing Data) and Annex 5 (Processing Personal Data) of this Order Form. | <input checked="" type="checkbox"/> |
| The Processor is not required to maintain complete and accurate records and information to demonstrate its compliance with Joint Schedule 11 (Processing Data) and Annex 5 (Processing Personal Data) of this Order Form. | <input type="checkbox"/> |
| * this obligation can only be changed to 'No' (i) where the Processor employs less than 250 staff, and (ii) the Controller(s) under the Contract all agree the obligation can be disapplied in accordance with the criteria in paragraph 9 of Joint Schedule 11. | |

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THE FOLLOWING CALL-OFF SCHEDULES ARE UPDATED IN ACCORDANCE WITH THE OPTIONS IDENTIFIED AND SELECTED BELOW.

TRANSPARENCY REPORTS**Call-Off Schedule 1 (Transparency Reports)**

The following transparency reports shall apply to the Call-Off Contract.

| Title | Content | Format | Frequency |
|--|--|------------------|--|
| Performance metrics | Summary of Service Level for each month during the preceding Quarter, including: <ul style="list-style-type: none"> - Service Level Performance Measure; - Service Level Threshold Whether any Service Credits were owed | MS Word or Excel | Quarterly, when requested by the Buyer |
| Call-Off Contract Charges | Summary Charges under the Call-Off Contract for the preceding quarter | MS Word or Excel | Quarterly, when requested by the Buyer |
| Key Subcontractors and supply chain governance | Key Sub-Contractors utilised in the contract, including proportion of Call Off Contract Charges spent with sub-contractors | MS Word or Excel | Quarterly, when requested by the Buyer |
| Technical | NA | NA | NA |
| Performance and underperformance management | Break down of resources used in delivery of the Services over previous quarter, including: <ul style="list-style-type: none"> - Roles - Grade Days utilised | MS Word or Excel | Quarterly, when requested by the Buyer |
| Resource plans | Resources used to date | MS Word or Excel | Monthly |

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STAFF TRANSFER***Call-Off Schedule 2 (Staff Transfer)***

The Parties expectations as to the application of TUPE as at the agreement of this Health Order Form is set out below. In the unlikely event that TUPE does apply contrary to the expectation of the Parties, then Call-Off Schedule 2 (Staff Transfer) shall be deemed to apply notwithstanding the expectation of the parties set out below. In such an event, the Parties agree to co-operate with each other, applying the terms of Call-Off Schedule 2 (Staff Transfer), to plan and execute TUPE arrangements.

| Parties joint understanding as to the application of TUPE | Applies? | Interpretation |
|---|-------------------------------------|--|
| There is a Staff Transfer from Buyer on entry (1 st generation) | <input type="checkbox"/> | If Yes, Part A of Call-Off Schedule 2 shall apply. |
| There is a Staff Transfer from former / incumbent supplier on entry (2 nd generation) | <input type="checkbox"/> | If Yes, Part B of Call-Off Schedule 2 shall apply. |
| There is both a 1 st and 2 nd generation Staff Transfer on entry. | <input type="checkbox"/> | If Yes, both Part A and Part B of Call-Off Schedule 2 shall apply. |
| <u>Pensions</u> - The following pensions shall apply to the Staff Transfer: | <input type="checkbox"/> | D1 (CSPS) |
| | <input type="checkbox"/> | D2 (NHSPS) |
| | <input type="checkbox"/> | D3 (LGPS) |
| | <input type="checkbox"/> | D4 Other Schemes (specify which ones) |
| | <input type="checkbox"/> | Not Applicable |
| There is no Staff Transfer (either 1 st or 2 nd generation) at the Start Date. | <input checked="" type="checkbox"/> | Part C of Call-Off Schedule 2 shall apply. |
| Part E of Call-Off Schedule 2 (Dealing with Staff Transfer on exit) shall apply to every Call-Off Contract. | | |

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OFFSHORE WORKING***Call-Off Schedule 5A – Health Pricing Details and Expenses Policy***

| | |
|--|--------------------------|
| Non-UK Suppliers or Subcontractors are acceptable. | <input type="checkbox"/> |
|--|--------------------------|

Where non-UK Suppliers or Subcontractors are used, the applicable rate card(s) shall be appended to Call-Off Schedule 5A (Health Pricing Details and Expenses Policy) and Services provided by such Supplier Staff or Subcontractors shall be charged at rates no greater than those set out in the applicable rate card.

Non-UK Suppliers and Subcontractor rates are not permitted to be incorporated as part of a Call-Off Competition offer. Rates at time of competition must be based on supplying from the UK to the UK at and will be evaluated accordingly. As per the original Framework competition, Non-UK Suppliers are a value-added option which the Buyer may agree to take advantage of post contract award.

Where non-UK Subcontractors are used, the Supplier shall ensure it outlines its approach for offshore delivery in accordance with Joint Schedule 11 (Processing Data) and Call-Off Schedule 9A (Security).

KEY STAFF***Call-Off Schedule 7 (Key Supplier Staff)***

The key staff applicable for each Statement of Work shall be detailed in the relevant agreed Statement of Work.

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BUSINESS CONTINUITY AND DISASTER RECOVERY***Call-Off Schedule 8 (Business Continuity and Disaster Recovery)***

The clause regarding provision of a BCDR Plan at least ninety (90) Working Days prior to the Start Date (clause 2.1) shall be amended according to the following:

| | |
|--|-----------------------|
| Number of working days from the Call-Off Contract Start Date within which a BCDR Plan shall be delivered to the Buyer shall be as follows: | 90 working days |
|--|-----------------------|

The minimum frequency of review of the BCDR Plan (and subsequent submission of the "Review Report" to the Buyer, as laid out under clause 6. (Reviewing and changing the BCDR Plan) shall be amended as follows:

| | |
|--|-------------------------|
| The minimum frequency of review of the BCDR Plan by the Supplier shall be: | 6 calendar Months |
|--|-------------------------|

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BUYER'S SECURITY REQUIREMENTS***Call-Off Schedule 9A (Health Security)***

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant security requirements set out in Call-Off Schedule 9A (Health Security) and any additional security requirements as detailed below.

| | |
|--|-------------------------------------|
| Schedule 9A - Annex 2: Data Security by Design | <input checked="" type="checkbox"/> |
| Schedule 9A - Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures | <input checked="" type="checkbox"/> |
| Schedule 9A - Annex 4: Information Security Management Document Set Template | <input type="checkbox"/> |
| Additional Security requirements will apply to this Call-Off Contract. | <input type="checkbox"/> |
| Document provided in Schedule 9A - Annex 2: Data Security by Design Buyer's Security Requirements | <input checked="" type="checkbox"/> |

EXIT***Call-Off Schedule 10A (Health Exit Management)***

| | |
|---|-------------------------------------|
| The Supplier is required to provide a draft Exit Plan. | <input checked="" type="checkbox"/> |
| Within the specified months of the Start Date the Supplier shall provide the draft Exit Plan. | 2 |

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IMPLEMENTATION AND TRANSITION

| | |
|--|-------------------------------------|
| The Parties agree an Implementation Plan is Required: | <input checked="" type="checkbox"/> |
| The Implementation Plan shall include Delay Payments: | <input type="checkbox"/> |
| Number of working days from the Call-Off Contract Start Date within which a further draft of the Implementation Plan shall be provided by the Supplier (unless agreed otherwise in writing by the Buyer) | 7 working days |

See paragraph 3.1 of Part A of Call- Off Schedule 13A (Health Implementation Plan and Testing) for further information.

Transition Period and Plan

| | |
|---|-------------------------------------|
| The Parties agree a Transition Plan is Required: | <input checked="" type="checkbox"/> |
| The Transition Plan forms part of the overall Implementation Plan. The Parties agree the Transition Period shall be for the following period: | 6 Month period |

See Call-Off Schedule 13A (Health Implementation Plan and Testing) paragraph 8.2

| | |
|---|-------------------------------------|
| The Parties agree that Transition Period Progress meetings are required | <input checked="" type="checkbox"/> |
| The frequency of the Transition Period progress meetings shall be as follows: | Monthly |

SERVICE LEVELS**Call-Off Schedule 14 (Service Levels)**

| | |
|---|--------------------------|
| The parties agree that Services Levels apply to the Deliverables: | <input type="checkbox"/> |
| The Service Credits apply to the Deliverables: | <input type="checkbox"/> |
| Critical Service Level Failure" means: specify | |
| Service Credit Cap means: specify | |

BALANCED SCORECARD**Call-Off Schedule 15A (Health Supplier and Contract Management)**

| | |
|--|-------------------------------------|
| The Parties agree that a balanced scorecard shall apply to the Call-Off Contract | <input checked="" type="checkbox"/> |
| The Supplier shall provide a template balanced scorecard that meets the principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (as updated), this number of months from the Call-Off Contract Start Date, for the Buyers review and approval. | 6 Months |

RM6221 Health Order Form

Call-Off Ref: C113296 PLAT - Clinicals

Signatures below:

Signed by an authorised signatory for and on behalf of the Health and Social Care Information Centre (known as NHS Digital) (the '**Buyer**').

Buyer Signature



Signed by an authorised signatory for and on behalf of (the '**Supplier**').

Supplier Signature



RM6221 Health Order Form

Call-Off Ref: C113296 PLAT - Clinicals

Appendix 1

Each Statement of Work will have a unique SOW reference.

The naming convention for such SOWs shall be:

[Contract Ref] SOW[00] [SOW Title] (Spec) v0N.N[F/D] ddmmyy

[Contract Ref] SOW[00] [SOW Title] (Costs) v0N.N[F/D] ddmmyy

Where F is for Final and D is for Draft, e.g.

C12345 SOW01 My Statement of Work Title (Spec) V01.0F 29Sep21

Health Order Form Annex 1 (Statement of Work (Spec))
 Call-Off Ref: C113296 – PLAT Clinicals Run Maintain Transform

1. STATEMENT OF WORK (“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.

| | |
|-------------------------------------|--|
| SOW Reference: | SOW 01 |
| SOW Title: | Clinicals Y1 (Ramp up) |
| SOW Version: | V1.0F |
| SOW Status: | Final |
| Date of SOW: | 16 November 2022 |
| Call-Off Contract Reference: | C113296 |
| Variation Reference: | NA |
| Buyer Portfolio Number: | P0565/01 |
| Supplier: | Aire Logic Limited |
| SOW Start Date: | The SOW shall commence on 21 November 2022 |
| SOW End Date: | The SOW shall expire on 15 February 2024 |
| Duration of SOW: | 15 months |

2. BUYER ENDORSEMENTS

| 3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT | | | |
|--|--|-------------------------------------|-------------------------------------|
| Framework Services | The following Framework Services are incorporated within this Statement of Work | | |
| | Service Provision | Main Service | Others |
| | DevOps Services | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | Digital Definition Services | <input type="checkbox"/> | <input type="checkbox"/> |
| | Build and Transition Services | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | End-to-End Development Services | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | Data Management (and similar) Services | <input type="checkbox"/> | <input type="checkbox"/> |
| SOW Background | <p>The Buyer is moving to a Pillar/Product focused organisational structure which includes bringing together key delivery responsibilities for its Clinical product set under a single management structure. This Statement of Work outlines the Buyer's requirements for the first 15 months of its Clinicals call-off contract, including key activities and deliverables. These will include both outcomes specified in the Buyers work programme and Invitation to Tender, as well (if appropriate) as taking responsibility for those outcomes from incumbent suppliers.</p> | | |
| Delivery phase(s) | <p>The multifaceted nature of the Buyer's Clinical work programme means that the Supplier will be working across many different delivery phases. These include product and API development, change and live service run and maintenance (DevOps). It will also be engaged in onboarding system suppliers/organisations to use Clinical products and services. In addition, although delivered through a separate commercial vehicle it is envisaged that discovery and user engagement work will also form part of the Buyer's Clinical work programme during the period of this Statement of Work.</p> <p>This Statement of Work covers DevOps, End to End Development and Build & Transition Services.</p> | | |

| 3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT | | | | | | | | | | | | | |
|--|---|---------------------|--------------------------|--------------------|-------------------------------------|--------------|-------------------------------------|------|---|------|---|---|---|
| Overview of Requirement | <p>Insert a text description of what is to be undertaken under cover of this SOW – provide the detail by reference to the milestones.</p> <p>The overarching requirement of this Statement of Work is for the Supplier (working with the Buyer) to take appropriate responsible for the delivery of the Buyer's Clinical work programme outcomes. This includes product development and live service support to deliver additional value to clinicians and other users to make our services more accessible through Electronic Prescription Service API's and increased supplier onboarding. In addition (if appropriate) a key deliverable will be the successful transition from incumbent suppliers to a single delivery partner. In summary this translates to the provision of:</p> <p>a) Development services for clinical products including relevant API's b) DevOps services for clinical service/products including relevant API's c) Facilitating the increased use of clinical service/products</p> <p>This will require the Supplier to demonstrate leadership in the delivery and ownership of work programmes.</p> | | | | | | | | | | | | |
| Accountability Models | <p>Please tick the single Accountability Model that shall be used under this Statement of Work:</p> <table border="1"> <tr> <td>Sole Accountability</td> <td><input type="checkbox"/></td> <td>Self-Directed Team</td> <td><input type="checkbox"/></td> <td>Rainbow Team</td> <td><input checked="" type="checkbox"/></td> </tr> </table> | Sole Accountability | <input type="checkbox"/> | Self-Directed Team | <input type="checkbox"/> | Rainbow Team | <input checked="" type="checkbox"/> | | | | | | |
| Sole Accountability | <input type="checkbox"/> | Self-Directed Team | <input type="checkbox"/> | Rainbow Team | <input checked="" type="checkbox"/> | | | | | | | | |
| Location/s | <p>The Services outlined within this SOW will be delivered to: Primary Location: Home/Virtual</p> <p>If not exclusively at the Primary Location, please provide approximate split across other locations. This will be used to calculate blended rates:</p> <table border="1"> <thead> <tr> <th>Leeds</th> <th>London</th> <th>Home / Virtual</th> <th>Loc 1</th> <th>Loc 2</th> <th>Loc 3</th> </tr> </thead> <tbody> <tr> <td>40 %</td> <td>%</td> <td>60 %</td> <td>%</td> <td>%</td> <td>%</td> </tr> </tbody> </table> <p>Offshore roles are permitted under this Statement of Work <input type="checkbox"/></p> | Leeds | London | Home / Virtual | Loc 1 | Loc 2 | Loc 3 | 40 % | % | 60 % | % | % | % |
| Leeds | London | Home / Virtual | Loc 1 | Loc 2 | Loc 3 | | | | | | | | |
| 40 % | % | 60 % | % | % | % | | | | | | | | |

| 4. HIGH LEVEL INDICATIVE HMRC IR35 DETERMINATION | | |
|--|---|-------------------------------------|
| No | Statement | Mark |
| 1. | The Buyer is requesting named individuals for the role/s and/or will not accept substitutes for the key individual/s; and/or | <input type="checkbox"/> |
| 2. | The individual/s and or role/s will not be working to pre-agreed deliverable/increment milestones/service level agreements. e.g., they will be being directed as part of an integrated Buyer or Buyer appointed team (rainbow / blended); and/or | <input checked="" type="checkbox"/> |
| 3. | The Buyer requires flexibility to quickly redeploy the individual/s and/or role/s for purposes other than agreed outcomes as priorities change; and/or | <input checked="" type="checkbox"/> |
| 4. | The individual/s and/or role/s is/are being paid on a pure time and materials basis and are not carrying any financial risk to rectify/complete any agreed deliverables within the pre-agreed price; and/or | <input checked="" type="checkbox"/> |
| 5. | The individual/s and/or role/s will require to manage resources (governance, financial, systems, or people) within the Buyer's organisation or for organisations other than their own (e.g., an officer of the company); and/or | <input type="checkbox"/> |
| 6. | Other than mandatory training, the individual/s and/or role/s will require training by the Buyer to enable them to carry out their role/s. | <input checked="" type="checkbox"/> |

For the purposes of HMRC IR35, for the individual/s and/or role/s covered by this determination (*strike out A, B, or C as appropriate e.g. struck out* leaving one box clear):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35** based on the checked criteria identified above (inside if any have been checked). As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

~~**B.** None of the above criteria have been checked and the work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore **clearly fully outside the scope of HMRC IR35**~~

~~**C.** None of the criteria has been checked, but there is a degree of uncertainty and therefore a full HMRC CEST determination certificate is attached for each individual.~~

- ~~1. The full HMRC CEST certificate states that the individual/s and/or role/s are **unambiguously outside the scope of HMRC IR35.**~~
- ~~2. The full HMRC CEST determination is indeterminate or inside IR35 and the individual/s and/or role/s is/are **within the scope of HMRC IR35.** Such individual/s are required to pay full PAYE/NI contributions via appropriate employment / umbrella cover. Individuals shall not have a material shareholding.~~

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5. BUYER REQUIREMENTS – SOW DELIVERABLES



This Statement of Work is to support the Buyer in the delivery of Buyer's Clinical products objectives and outcomes. The table below provides an overview of the Buyer's provisional high level product development 22/23 work programme. However, this may be subject to change both as other deliverables/priorities are identified and the outcome of ongoing and future discovery work is known.

In addition, the Supplier will be required to support/provide a proactive and focused DevOps function to ensure that the Clinicals services and products are operating effectively within its Service Level Agreements and delivering agreed user and organisational benefits. This responsibility will fall within the remit of the Buyer's Clinical team as a product/service transitions from its current state (legacy) to one in which has been changed/uplifted by the Buyer's Clinical team.

Under this Statement of Work the Buyer also requires the Supplier to submit for its agreement a transition and implementation plan to demonstrate how it will assume responsibility for the deliverables and objectives outlined in this Statement of work and call-off contract. This will include the Suppliers plans to onboard all required resources including were applicable replacements for those already in place under current commercial arrangements.

| Title of work | Description of work |
|--|--|
| National Event Management & National Record Locator enhancements | <p>The purpose of this work is to enhance the National Event Management Service (NEMS) and National Record Locator (NRL) to simplify supplier integration, enable catch-up on information that has flowed before subscription, strengthen Information Governance controls, and provide greater reusability and functionality of these services.</p> <p>The work will include making system changes to NEMS and NRL and to take it into a First of Type and include testing with:</p> <ul style="list-style-type: none"> • NHSX Shared Care Record programmes • NHSX Digital Child Health and Maternity programmes <p>Elaboration and business analysis will be a precursor to the changes being in a ready state for engineers to make system changes.</p> |
| Discovery: Transforming digital child health and maternity. For information as this work will be delivered via a separate commercial arrangement. | <p>The purpose of this work is to establish how the clinicals product set can support digital child health & maternity in improving care in these areas.</p> <p>The work will initially involve a discovery phase. [Depending upon outcomes further design, build, and implement phases may be required].</p> |

5. BUYER REQUIREMENTS – SOW DELIVERABLES

| | |
|---|--|
| | <p>It will include working with a wide range of stakeholders across the healthcare landscape to establish requirements and make recommendations.</p> |
| <p>SCRa/SCR redevelopment following outcome of discovery meeting modern FHIR Standards and utilisation of structured data</p> | <p>Summary Care Records (SCR) are an electronic record of important patient information, created from GP medical records. They can be seen and used by authorised staff in other areas of the health and care system involved in the patient's direct care.</p> <p>The Summary Care Record application is an application which allows health and care professionals to view clinical and demographic information including the SCR.</p> <p>A Discovery is currently under way concerned with how the Summary Care Record may be enhanced to provide further benefit to Clinicians by leveraging modern technologies.</p> <p>It is expected that the outcome of this Discovery work will result in large scale changes to the way in which SCR messaging is currently implemented and the way in which information is currently presented to users (by SCRa). Elaboration and business analysis will be a pre-cursor to the changes being in a ready state for engineers to make system changes. This work will require large scale system engineering and testing.</p> |
| <p>Digital support for the implementation and adoption of the Accessible Information Standards</p> | <p>Using information standards means that data can be understood across the health and social care sector and used for planning and monitoring as well as for better patient care.</p> <p>Information standards are issued for health and care organisations to adopt, so that data can be shared and compared across the sector. An Information standard may be technical (for example relating to messaging), data (for example defining the structure and type of information to be recorded and submitted as a data set), or information governance (for example relating to policies, procedures, or guidelines on information processing).</p> <p>In line with notices, guidance, and best practice we will amend our systems to support information standards, this includes work to impact assess and elaborate requirements relating to the required changes and to build or amend systems to</p> |

5. BUYER REQUIREMENTS – SOW DELIVERABLES

| | |
|--|--|
| | <p>implement the changes into our systems and services.</p> |
| <p>Extending the Child Protection Information Sharing to Scheduled care events and support roll-out.</p> | <p>Child Protection Information Sharing (CP-IS) is an existing service and has already been rolled out across 100% of local authorities in England and within 1,000 unscheduled care sites using a combination of technologies hosted by Platforms. The principle behind the service is that a healthcare professional will not have access to background information for children on a child protection plan during an unplanned presentation, so will need to look-it-up upon attendance. Every attendance of a child, on a child protection plan, in an unscheduled care setting needs to be notified to Social Care.</p> <p>The CP-IS Programme now plan to rollout the CP-IS service to Scheduled Care. Scheduled care however will have a different principle as they will need to know CP-IS status upon referral, and any changes to that status throughout the waiting list and attendance processes. Social Care will also not need to be alerted for every attendance as this would overwhelm the capacity of social workers.</p> <p>Although Discovery is currently underway for this work and has not yet reached outcomes, it is expected that this work will involve the development of new APIs and large-scale changes to current systems. Testing will be key to ensure changes implemented meet with requirements. Elaboration and business analysis will be a pre-cursor to the changes being in a ready state for engineers to make system changes.</p> |
| <p>Uplifting APIs to modern FHIR standards and migration to the APIM platform.</p> | <p>NHS Digital's API Platform has been built to make integration easier for our internal development teams but most importantly for external teams consuming our APIs.</p> <p>Organising and transitioning our API offerings is an ongoing process. This task requires assessment of our APIs and appropriate management once the APIs roadmap is defined. This work involves the Integration of highlighted existing APIs to the API platform and in some cases the uplifting of existing APIs to more modern technologies. Assessments of APIs and sunsetting activities, although currently managed outside of the team, may require input.</p> |

5. BUYER REQUIREMENTS – SOW DELIVERABLES

| | |
|--|--|
| <p>Improve adoption and onboarding of the Clinical Platform (e.g., SCRa PB, NEMS, NRL, FHIR API's)</p> | <p>To support wide scale adoption and implementation of these products which have been developed and delivered as part of the NHS Digital Platform's directorate.</p> <p>These products enable authorised clinicians and personnel to access patient information (e.g., Mental Health Crisis Plans, End of Life Care Plans) held in other care settings/localities at the point of care. This enables better informed diagnosis and supports selection of appropriate treatment thus improving patient care.</p> <p>This work is fully aligned with NHSX Mission 5: 'Improve health and care productivity with digital technology'.</p> |
| <p>Deprecate SCRa classic and migrate to new version</p> | <p>SCRa is a national portal which allows access to a wealth of demographic and healthcare information.</p> <p>A new version has been developed to include new features and an improved user interface.</p> <p>The existing user base over 100 000 users across a multitude of care settings.</p> <p>Migrating this user estate from SCRa classic to the new version is now required.</p> <p>This will require developing</p> <ul style="list-style-type: none"> • A migration strategy & plan • A set of migration tools • Business change support <p>The plan will need executing to an agreed timescale in a clinically safe manner, which ensures the users have full access to the information they need at all times.</p> |

For most of the milestones described below their actual delivery timeline will be dependent on factors such as the outcome of ongoing and future discovery exercises, the availability of resources (including any required knowledge transfer) provided through the Clinicals DCfH call-off contract, as well as the transfer of the responsibility for the live service maintenance of Clinicals products between the Buyer's Core Service and Clinicals teams.

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| Milestone Ref | Milestone Description | Due date | Key Date |
|---------------|--|---|--------------------------|
| MS01 | Transition approach and high-level plan agreed | 1 month for the award of the DCfH call-off contract | <input type="checkbox"/> |
| | Service/Product transformation | | |
| MS02 | <p>National Event Management & National Record Locator enhancements. User stories are clearly elaborated with detailed acceptance criteria that ensures that customer's needs are met. Back log is sufficient to support development work.</p> <p>Functionality has been developed as specified, meets user need and has been assured and signed off for deployment. A degree of Discovery may also be required to ensure successful fulfilment of this work.</p> | Decision making regarding mode of Delivery is expected in Q3 22/23. Should the decision impact the Clinicals team, then elaboration and engineering work would be expected to extend Q2-Q3 22/23. | <input type="checkbox"/> |
| MS03 | <p>Discovery: Transforming digital child health and maternity.</p> <p>The purpose of this work is to establish how the clinicals product set can support digital child health & maternity in improving care in these areas. The work will initially involve a discovery phase. (Depending upon outcomes further design, build, and implement phases may be required).</p> <p>It will include working with a wide range of stakeholders across the healthcare landscape to establish requirements and make recommendations.</p> <p>This milestone is for information only as it will be undertaken under a different commercial vehicle.</p> | Expected to be completed by the end of Q1 22/23 | <input type="checkbox"/> |

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| Milestone Ref | Milestone Description | Due date | Key Date |
|---------------|--|--|--------------------------|
| MS04 | <p>SCRa/SCR redevelopment following outcome of discovery meeting modern FHIR Standards and utilisation of structured data.</p> <p>User stories are clearly elaborated with detailed acceptance criteria that ensures that customer's needs are met. Back log is sufficient to support development work. Functionality has been developed as specified, meets user need and has been assured and signed off for deployment.</p> <p>A degree of Discovery may also be required to ensure successful fulfilment of this work.</p> | <p>Continuation of Discovery Q1 – Q2. 22/23 Possibility of Elaboration and Engineering Q2 – Q4 and continuing into next FY.</p> | <input type="checkbox"/> |
| MS05 | <p>Digital support for the implementation and adoption of the Accessible Information Standards.</p> <p>User stories are clearly elaborated with detailed acceptance criteria that ensures that customer's needs are met. Back log is sufficient to support development work. Functionality has been developed as specified, meets user need and has been assured and signed off for deployment.</p> | <p>To be completed per service as requested throughout the year.</p> | <input type="checkbox"/> |
| MS06 | <p>Extending the Child Protection Information Sharing to Scheduled care events and support roll-out.</p> <p>User stories are clearly elaborated with detailed acceptance criteria that ensures that customer's needs are met. Back log is sufficient to support development work. Functionality has been developed as specified, meets user need and has been assured and signed off for deployment.</p> <p><i>A degree of Discovery or close collaboration with an existing Discovery Team may also be required to ensure successful fulfilment of this work.</i></p> | <p>Continuation of Discovery Q1 – Q2. 22/23 Possibility of Elaboration and Engineering Q2 – Q4 and continuing into next FY.</p> | <input type="checkbox"/> |

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| Milestone Ref | Milestone Description | Due date | Key Date |
|---------------|---|--|--------------------------|
| MS07 | <p>Uplifting APIs to modern FHIR standards and migration to the APIM platform.</p> <p>User stories are clearly elaborated with detailed acceptance criteria that ensures that customer's needs are met. Back log is sufficient to support development work. Functionality has been developed as specified, meets user need and has been assured and signed off for deployment.</p> | 4 Integrations to complete throughout the year, high level estimation is that 1 Integration is completed per quarter meaning that work should be completed by end of FY22/23 | <input type="checkbox"/> |
| MS08 | <p>Improve adoption and onboarding of the Clinical Platform (e.g., Engagement and onboarding support will be prioritised and agreed targets will be met. Outcomes include:</p> <ul style="list-style-type: none"> • Engaging with organisations across the NHS to identify opportunities where these products can improve patient care and productivity. • Supporting these organisations to onboard these products. • Ensuring they are supported going forward to ensure they achieve the maximum benefit. | Ongoing throughout 22/23 | <input type="checkbox"/> |
| MS09 | <p>Deprecate SCRa classic and migrate to new version. Outcomes include:</p> <ul style="list-style-type: none"> • Engaging with organisations across the NHS to identify opportunities where these products can improve patient care and productivity. • Supporting these organisations to onboard these products. • Ensuring they are supported going forward to ensure they achieve the maximum benefit. | Ongoing throughout 22/23 | <input type="checkbox"/> |
| | Live Service operation | | |
| MS10 | Monthly backlog refresh completed, code developed /assured and made available for deployment | Monthly | <input type="checkbox"/> |
| MS11 | Monthly service enhancements delivered | Monthly | <input type="checkbox"/> |

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| Milestone Ref | Milestone Description | Due date | Key Date |
|---------------|---|------------------|--------------------------|
| MS12 | Move NDOP to NCVIPS Platform. This is to improve supportability of the Product and to ensure the Service is as secure and robust as possible | End of Quarter 4 | <input type="checkbox"/> |

| 6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS | | | | | | | | | | | | | | | |
|---|---|----------|-------|---|-------|----------|-------|-----|--|--|--|-----|--|--|--|
| Delivery Plan | A high-level outline of what the Buyer is planning to achieve during the period covered by this Statement of Work is included in the Clinical DCfH call-off contract. The Clinical delivery plan will be discussed, developed, managed, and owned jointly with the Supplier. | | | | | | | | | | | | | | |
| Specific Transition and/or Implementation Plan Details | Working in conjunction with, and subject to sign-off by the Buyer the Supplier is required to submit (if appropriate) and proactively manage a transition plan which details how they will assume the responsibilities of Clinicals lead supplier. This will include identification of key resources, knowledge transfer arrangements and assurance, risk management and implementation activities. | | | | | | | | | | | | | | |
| Dependencies | <p>The following dependencies are relevant for this Statement of Work:</p> <ol style="list-style-type: none"> 1) The Supplier will require access to the Buyer's systems, Subject Matter Experts, and knowledge artefacts to assume its responsibilities to the support the delivery of the Buyer's Clinicals work programme. 2) The Buyer is dependent on the Supplier providing the required expertise and experience as well as leadership and management to support the delivery of its Clinicals work programme effectively and efficiently. 3) There is a dependency on the stability of the Buyer's work programme and the available funding to deliver it. | | | | | | | | | | | | | | |
| Responsibility Matrix | <table border="1"> <thead> <tr> <th>Activity (Responsible, Accountable, Consult, Inform)</th> <th>Buyer</th> <th>Supplier</th> <th>Other</th> </tr> </thead> <tbody> <tr> <td>TBC</td> <td></td> <td></td> <td></td> </tr> <tr> <td>TBC</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>It is key and critical to the successful delivery of Clinicals work programme that there is clear understanding both individually and jointly of the roles and responsibilities of the Buyer and Supplier. These will be discussed and agreed as part of work to understand/leverage the role and benefits of the award of this DCfH call-off contract to a single supplier.</p> | | | Activity (Responsible, Accountable, Consult, Inform) | Buyer | Supplier | Other | TBC | | | | TBC | | | |
| Activity (Responsible, Accountable, Consult, Inform) | Buyer | Supplier | Other | | | | | | | | | | | | |
| TBC | | | | | | | | | | | | | | | |
| TBC | | | | | | | | | | | | | | | |

| 6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS | | | | | |
|---|---|---|--------------------------|--|-----|
| Resource Plan | The resource plan is contained in the Pricing Model with the same name as this SOW with the suffix (Costs). Note that the Buyer resource profile, provided as guidance, is superseded by the Suppliers offer, once signed, and accepted. | | | | |
| Key Sub-Contractors | Key Sub-Contractors:  | | | | |
| Key Staff (Buyer) | Named Buyer Supplier staff and their roles TBC | | | | |
| Key Staff (Supplier) | Named key Supplier staff and their roles TBC | | | | |
| Security Applicable to SOW | <p>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 Call-Off Schedule 9A (Security) and as specifically amended here.</p> <p>The Supplier is also requested where required for instance working in Production environments to have available suitably experience resource who can go through the enhanced security vetting processes e.g., they satisfy the residency conditions.</p> | | | | |
| Supplier and/or 3rd Party Intellectual Property | <p>Unless specifically noted below the Supplier agrees that the Deliverables under this Statement of Work will not, in any way, be dependent on either Supplier or Supplier furnished 3rd Party IPR</p> <table border="1"> <tr> <td>One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3rd Party IPR as detailed below</td> <td><input type="checkbox"/></td> </tr> <tr> <td>The specific IPR (and associated licence terms) are detailed in:</td> <td>n/a</td> </tr> </table> | One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below | <input type="checkbox"/> | The specific IPR (and associated licence terms) are detailed in: | n/a |
| One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below | <input type="checkbox"/> | | | | |
| The specific IPR (and associated licence terms) are detailed in: | n/a | | | | |

| 6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS | | | | | | | |
|---|--|---|--------------------------|--|----------------|--|--|
| Processing Data | <p>Unless explicitly noted below this SOW shall be covered by the arrangements contained in Health Order Form Annex 5 (Processing Personal Data).</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 85%;">This Statement of Work requires specific Data Processing arrangements</td> <td style="width: 15%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>The specific arrangements are held in the document entitled:</td> <td>n/a</td> </tr> </table> | This Statement of Work requires specific Data Processing arrangements | <input type="checkbox"/> | The specific arrangements are held in the document entitled: | n/a | | |
| This Statement of Work requires specific Data Processing arrangements | <input type="checkbox"/> | | | | | | |
| The specific arrangements are held in the document entitled: | n/a | | | | | | |
| Standards Applicable to SOW | <p>From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards as set out in Annex 3 of Framework Schedule 1 (Specification) and optional additional standards incorporated in Health Order Form Annex 7 (Applicable Standards).</p> <p>The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work: [insert]</p> | | | | | | |
| Statement of Work Specific Contract Management Requirements | <p>Except as specifically noted and/or supplemented below, the SOW Management Related Information contained in Annex 1 of Call-Off Schedule 15A (Health Supplier and Contract Management) shall apply.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 85%;">This Statement of Work has specific SOW Management Related Information Requirements (as identified below)</td> <td style="width: 15%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>1</td> <td>Not applicable</td> </tr> <tr> <td> </td> <td> </td> </tr> </table> | This Statement of Work has specific SOW Management Related Information Requirements (as identified below) | <input type="checkbox"/> | 1 | Not applicable | | |
| This Statement of Work has specific SOW Management Related Information Requirements (as identified below) | <input type="checkbox"/> | | | | | | |
| 1 | Not applicable | | | | | | |
| | | | | | | | |

Health Order Form Annex 1 (Statement of Work (Spec))
 Call-Off Ref: C113296 – PLAT Clinicals Run Maintain Transform

| 7 CHARGES | | | | | | |
|----------------------------------|--|---------------------------|-------------------------------------|-------------------------|--------------------------|-------------------------|
| Call Off Contract Charges | The applicable charging method(s) for this SOW is (check one): | | | | | |
| | <table border="1"> <tr> <td>Capped Time and Materials</td> <td><input checked="" type="checkbox"/></td> <td>Fixed Price</td> <td><input type="checkbox"/></td> <td>Incremental Fixed Price</td> <td><input type="checkbox"/></td> </tr> </table> | Capped Time and Materials | <input checked="" type="checkbox"/> | Fixed Price | <input type="checkbox"/> | Incremental Fixed Price |
| Capped Time and Materials | <input checked="" type="checkbox"/> | Fixed Price | <input type="checkbox"/> | Incremental Fixed Price | <input type="checkbox"/> | |
| | <p>The estimated maximum value of this SOW (irrespective of the selected charging method) as detailed in the related resource / cost model (document with the same name but with (Costs) instead of (Spec).</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p> | | | | | |
| Financial Model | The financial model is contained in the Pricing Model extract contained in the separate document named the same as this SOW with the suffix (Costs). | | | | | |
| Reimbursable Expenses | Expenses are not applicable to this Call-Off. Expenses should be built into the Call-Off rates provided within Call-Off Schedule 5A – Annex 1 Call-Off Contract Prices. | | | | | |

| 8. VARIATIONS TO TERMS | |
|---|----|
| Statement of work specific variations to Terms | NA |

| 9. TERMINATION | |
|--|--|
| Notice period for termination for convenience | <p>9.1 Without prejudice to the rights and liabilities of the parties under Clause 10 (Ending the contract or any subcontract) of the Core Terms, and subject to the provisions of paragraph 9.2 of this SOW below, the Buyer has the right to terminate this Statement of Work at any time without reason and without compensation or costs by giving the Supplier not less than 30 days' written notice.</p> <p>9.2 Where the Buyer exercises its rights to terminate this SOW in accordance with paragraph 9.1 above, the provisions of Clause 10.6 of the Core Terms will apply to the termination of this SOW and the</p> |

Health Order Form Annex 1 (Statement of Work (Spec))
Call-Off Ref: C113296 – PLAT Clinicals Run Maintain Transform

| | |
|--|---|
| | Deliverables under it in the same way such apply to termination of the Call-Off Contract under Clause 10.2.2 of the Core Terms. |
|--|---|

10. 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 the Parties:

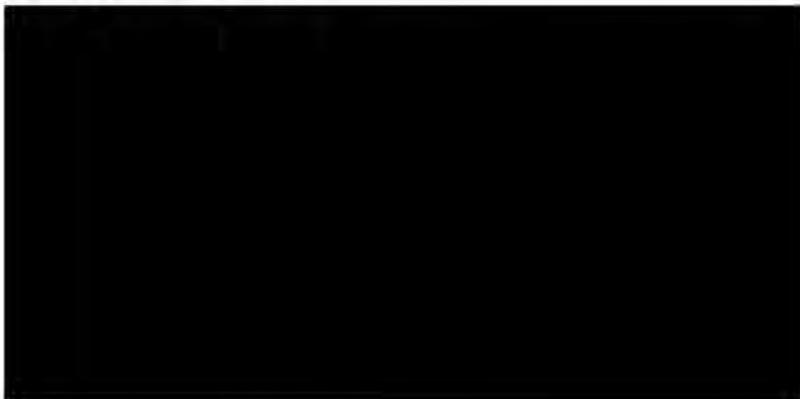
Signed by an authorised signatory for and on behalf of the Health and Social Care Information Centre (known as NHS Digital) (the **'Buyer'**).

Buyer Signature



Signed by an authorised signatory for and on behalf of (the **'Supplier'**).

Supplier Signature



| | |
|---------------------|-------------|
| Forecast Start Date | 28 Sep 2021 |
| Forecast End Date | 28 Sep 2021 |

| | | | |
|---------------|-------------|------------|--------------------|
| ACQ1 National | ACQ2 London | ACQ3 Leeds | ACQ4 National Home |
| 0% | 0% | 60% | 40% |

| Role No | Response | | | | | | | | | | |
|---------|---------------------|-------------------------------|-----------------------|-------------------------|--|-------------------------------------|--|--------------------------------|---------|------------|-----------------------|
| | ACQ11A DDat Role | ACQ11X Start Week No | ACQ11B Person-Days | ACP11X Offshore Loc. | ACQ11C Name of Proposed Individual | ACQ11D Day Rate (by Supplier) | ACQ11E Technology Premium (if applicable) | ACQ11F Employment Status | Premium | Gross Rate | Cost (Days * Rate) |
| 01 | | | | | | £ - | | | | £ - | £ - |
| 02 | | | | | | £ - | | | | £ - | £ - |
| 03 | | | | | | £ - | | | | £ - | £ - |
| 04 | | | | | | £ - | | | | £ - | £ - |
| 05 | | | | | | £ - | | | | £ - | £ - |
| 06 | | | | | | £ - | | | | £ - | £ - |
| 07 | | | | | | £ - | | | | £ - | £ - |
| 08 | | | | | | £ - | | | | £ - | £ - |
| 09 | | | | | | £ - | | | | £ - | £ - |
| 10 | | | | | | £ - | | | | £ - | £ - |
| 11 | | | | | | £ - | | | | £ - | £ - |
| 12 | | | | | | £ - | | | | £ - | £ - |
| 13 | | | | | | £ - | | | | £ - | £ - |
| 14 | | | | | | £ - | | | | £ - | £ - |
| 15 | | | | | | £ - | | | | £ - | £ - |
| 16 | | | | | | £ - | | | | £ - | £ - |
| 17 | | | | | | £ - | | | | £ - | £ - |
| 18 | | | | | | £ - | | | | £ - | £ - |
| 19 | | | | | | £ - | | | | £ - | £ - |
| 20 | | | | | | £ - | | | | £ - | £ - |
| 21 | | | | | | £ - | | | | £ - | £ - |
| 22 | | | | | | £ - | | | | £ - | £ - |
| 23 | | | | | | £ - | | | | £ - | £ - |
| 24 | | | | | | £ - | | | | £ - | £ - |
| 25 | | | | | | £ - | | | | £ - | £ - |
| 26 | | | | | | £ - | | | | £ - | £ - |
| 27 | | | | | | £ - | | | | £ - | £ - |
| 28 | | | | | | £ - | | | | £ - | £ - |
| 29 | | | | | | £ - | | | | £ - | £ - |
| 30 | | | | | | £ - | | | | £ - | £ - |
| 31 | | | | | | £ - | | | | £ - | £ - |
| 32 | | | | | | £ - | | | | £ - | £ - |
| 33 | | | | | | £ - | | | | £ - | £ - |
| 34 | | | | | | £ - | | | | £ - | £ - |
| 35 | | | | | | £ - | | | | £ - | £ - |

| | |
|---------------------|-------------|
| Forecast Start Date | 28 Sep 2021 |
| Forecast End Date | 28 Sep 2021 |

| | | | |
|----------------------|--------------------|-------------------|---------------------------|
| ACQ1 National | ACQ2 London | ACQ3 Leeds | ACQ4 National Home |
| 0% | 0% | 60% | 40% |

| Role No | Response | | | | | | | | | | |
|---------|---------------------|-------------------------------|-----------------------|-------------------------|--|-------------------------------------|--|--------------------------------|---------|------------|-----------------------|
| | ACQ11A DDat Role | ACQ11X Start Week No | ACQ11B Person-Days | ACP11X Offshore Loc. | ACQ11C Name of Proposed Individual | ACQ11D Day Rate (by Supplier) | ACQ11E Technology Premium (if applicable) | ACQ11F Employment Status | Premium | Gross Rate | Cost (Days * Rate) |

| | | | | | | | | | | | |
|---------------|---|--|--|--|--|--|--|--|--|--|--|
| ACQ11G | The Bidder should document Outstanding Risks / Assumptions here. Only list assumptions which potentially affect the cost of the SOW | | | | | | | | | | |
| R1 | | | | | | | | | | | |
| R2 | | | | | | | | | | | |
| R3 | | | | | | | | | | | |
| R4 | | | | | | | | | | | |
| R5 | | | | | | | | | | | |
| R6 | | | | | | | | | | | |
| R7 | | | | | | | | | | | |
| R8 | | | | | | | | | | | |
| R9 | | | | | | | | | | | |
| R10 | | | | | | | | | | | |

Health Order Form Annex 3 Special Terms

Call-Off Ref: C70993 PLAT - Clinicals Run Maintain Transform

Framework Schedule 6A Annex 3 Special Terms

The following special terms are applied to this call-off.

Unless explicitly listed below or as superseded by the order of precedence documented within the main body of the Order Form, terms shall be as published on the Crown Commercial Services RM6221 Digital Capability for Health web site under Documentation (the version being as listed below and in the table of schedules contained within the body of Order Form.

Clarifications to Core Terms

Other than header and footer changes, corrections to version numbers, the Core Terms held on the CCS RM6221 web site apply except as explicitly noted below

| CT | RM6221 DCfH Core Terms | | | | V3.0.9 |
|-----|-----------------------------------|------|-----------|---|--------|
| No. | Reference | Type | Date | Description | |
| 1 | Clause 14.1 Data protection | C | 28 Oct 21 | <p>Clause 14.1 shall be amended from ...</p> <p>14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).</p> <p>to ...</p> <p>14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data) and Health Order Form Annex 5 (Processing Personal Data) which enacts Annex 1 of Joint Schedule 11.</p> | |
| 2 | Clause 15 Confidentiality | A | 29 Sep 21 | <p>The following wording shall be inserted as a new clause 15.8 in the core terms.</p> <p>15.8 Notwithstanding Framework Clause 15, a Recipient Party may use any techniques, ideas or Know-How gained during the performance of a Call Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.</p> | |

Health Order Form Annex 3 Special Terms

Call-Off Ref: C70993 PLAT - Clinicals Run Maintain Transform

Clarifications to Joint Schedules

Other than header and footer changes, corrections to version numbers and/or additional guidance (usually removed prior to issue), the Joint Schedules held on the CCS RM6221 web site shall apply except as explicitly noted below:

| J01 Joint Schedule 1 (Definitions) | | | | | V3.8 |
|------------------------------------|------------|------|-----------|--|------|
| No. | Reference | Type | Date | Description | |
| 1 | Definition | A | 29 Sep 21 | The following definition shall be added to Joint Schedule 1 (Definitions) "wilful misconduct" means a deliberate and wrongful act or omission by the Supplier or its Subcontractors or agents who intend that in so acting, or omitting to do something, to cause harm to the Buyer." | |
| 2 | Definition | A | 07 Nov 21 | The following definition shall be added to Joint Schedule 1 (Definitions) "Framework Terms" means the Core Terms, the Framework Schedules, the Joint Schedules and Call-Off Schedules and any annexes thereto" | |

Alterations to Published Call-Off Schedules

The purpose of this part of this annex is to highlight any material differences between the Call-Off Schedules issued as part of this Order Form compared with those published on the CCS RM6221 web-site.

| C05A Call-Off Schedule 5A (Health Pricing Details and Expenses Policy) | | | | | V3.0.2 |
|--|-----------|------|------|-------------|--------|
| No. | Reference | Type | Date | Description | |
| | | | | | |

| C13A Call-Off Schedule 13A (Health Implementation Plan and Testing) | | | | | V3.2.2 |
|---|-----------------------------------|------|-----------|--|--------|
| No. | Reference | Type | Date | Description | |
| 1 | Annex 4 Product Backlog Item List | D | 06 Oct 21 | Annex 4 has been removed (as duplication for what is described in Call-Off Schedule 20 (Call-Off Specification) under Annex 4. Product Backlog Item List | |

Health Order Form Annex 3 Special Terms

Call-Off Ref: C70993 PLAT - Clinicals Run Maintain Transform

| C23 | Health Additional Call-Off Terms | | | | V1.0.3 |
|-----|----------------------------------|------|-----------|--|--------|
| No. | Reference | Type | Date | Description | |
| 1 | Specially Written Software | A | 26 Jan 22 | <p>The definition of Specially Written Software has been corrected.</p> <p>Section 3A has been added. This is largely a copy and paste from Call-Off Schedule 6 (ICT Services) but with flexibility added to allow for the use of IPR within Deliverables if explicitly agreed as part of a Statement of Work.</p> <p>(The Health Order Form has been updated to link to this section and the Statement of Work template updated to provide a mechanism to incorporate such agreement)</p> | |

Health Order Form Annex 4 (Buyer's Mandatory Policies)

Call-Off Ref: C113296 - PLAT

Health Order Form Annex 4 Buyer's Mandatory Policies

Buyer's Mandatory Policies Table:

| Universal Policies (Policies that apply to all employees in all circumstances) | Contacto In-scope | Contacto Out of-scope | External Supplier | Temporary Staff | Work Package Outcomes | Work Package Augmentation |
|--|---------------------------------------|-----------------------------|----------------------|---------------------------------------|---|---|
| | Ind | Ind | Org | Ind | Org | Org Mandated |
| Mandatory Corporate Policies | | | | | | |
| Confidentiality | Annual review and acceptance required | Must be aware | Must be aware | Annual review and acceptance required | All staff on rate equivalent to Grade 8d or above to annually review and accept this policy | Rate equivalent to Grade 8d or above Mandated otherwise to be aware |
| Code of Business Conduct | Annual review and acceptance required | Must be aware | Must be aware | Annual review and acceptance required | Rate equivalent to Grade 8d or above Mandated otherwise to be aware | Rate equivalent to Grade 8d or above Mandated otherwise to be aware |
| The Register of Interest Policy | Annual review and acceptance required | Must be aware | Must be aware | Annual review and acceptance required | Rate equivalent to Grade 8d or above Mandated otherwise to be aware | Rate equivalent to Grade 8d or above Mandated otherwise to be aware |
| Acceptable Use of ICT and User Obligations | Annual review and acceptance required | Must be aware | Must be aware | Annual review and acceptance required | Rate equivalent to Grade 8d or above Mandated otherwise to be aware | Rate equivalent to Grade 8d or above Mandated otherwise to be aware |
| Hospitality & the Receipt of Gifts Policy | Annual review and acceptance required | Must be aware | Must be aware | Annual review and acceptance required | Rate equivalent to Grade 8d or above Mandated otherwise to be aware | Rate equivalent to Grade 8d or above Mandated otherwise to be aware |

Health Order Form Annex 4 (Buyer's Mandatory Policies)

Call-Off Ref: C113296 - PLAT

| Universal Policies (Policies that apply to all employees in all circumstances) | Contactor In-scope | Contactor Out of-scope | External Supplier | Temporary Staff | Work Package Outcomes | Work Package Augmentation |
|--|---------------------------------------|------------------------------|----------------------|---------------------------------------|---|---|
| | Ind | Ind | Org | Ind | Org | Org Mandated |
| NHS Digital Counter Fraud Policy | Annual review and acceptance required | Must be aware | Must be aware | Annual review and acceptance required | Rate equivalent to Grade 8d or above Mandated otherwise to be aware | Rate equivalent to Grade 8d or above Mandated otherwise to be aware |
| Other Policies | | | | | | |
| Bring Your Own Device Policy | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware |
| Commercial Policy | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware |
| Equality and Diversity Policy | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware |
| Health and Safety Policy | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware |
| IT Operations | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware |
| Modern Slavery and Human Trafficking | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware |
| HR Organisation & Transformation (People and Workforce) | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware |
| Staff Vetting Procedures | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware |
| Travel and Expenses | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware | Must be aware |

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C113296

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Health Order Form Annex 5 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 Relevant Authority at its absolute discretion.

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

The data processing arrangements below are the best guess position of both Parties at contract execution stage. As and when the relevant DPIAs are finalised, the Buyer reserves the right to review and update this Annex 5 to the Order Form.

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C113296

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Details as applicable:

| Description | Details |
|--|--|
| <p>Identity of Controller for each Category of Personal Data</p> | <p>NHS Digital 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, NHS Digital is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Any information accessed on NHS Digital systems as part of the Services, including:</p> <ul style="list-style-type: none"> • Patient / citizen : demographics data: NHS number, name, address, postcode, language preferences and contact information relation to subjects. • Patient / citizen: clinical data: NHS number, details of subject's health, historic information regarding subject's health. • NHS Digital staff information • Wider NHS staff information <p>Further details of the information assets hosted on the listed platforms are detailed in the NHS Digital Unified Registry. To note, NHS Digital may solely be a processor to another government controller, and in which case the Supplier shall remain NHS Digital's processor (i.e., a sub-processor).</p> |
| <p>The Parties are Independent Controllers of the following 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 or Contractors for which the Supplier is the Controller, • business contact details of any directors, officers, employees, agents, consultants and contractors of NHS Digital named in the Contract (excluding the Supplier Personnel), that are engaged in the performance of the NHS Digital duties under the Contract) for which the NHS Digital is the Controller (and their replacements). |

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C113296

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| Description | Details |
|---------------------------------------|---|
| Duration of the Processing | <p>For the duration of the Contract only.</p> <p>Save for data specified above where the Parties are specified as 'Independent Controllers', where each Party shall retain post Contract for their own business purposes.</p> |
| Nature and purposes of the Processing | <p>The purpose of the Processing is:</p> <ul style="list-style-type: none"> • the delivery of all of NHS Digital platforms day-to-day operations (running the service including incident management utilising NHS Digital's Service Management toolkit); • ongoing maintenance within agreed service level agreements to maintain 24x7x365 user availability; • the development and safe delivery of transformation activity into live service from NHS Digital's prioritised backlog and from other transformation drivers. <p>The nature of the Processing may include activities such as:</p> <ul style="list-style-type: none"> • collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, • use, alignment or combination, restriction, • modification of data, <p>The following processing activities shall not occur unless specifically required in writing by NHS Digital:</p> <ul style="list-style-type: none"> • disclosure by transmission, dissemination or otherwise making available; • erasure or destruction of entire data set (whether or not by automated means) etc. |

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C113296

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| Description | Details |
|----------------------------|--|
| Type of Personal Data | <p>NHS Digital information assets include datasets relating to employees, NHS staff, patients and the public, including the following broad categories:</p> <ul style="list-style-type: none"> • Patient / citizen : demographics information, NHS number, name, address, postcode, date of birth, NI number, telephone number, email address, access and language preferences. • Patient / citizen: security and logon information. • Patient / citizen: clinical information, images, biometric data, clinical data (current and historic), communications. • NHS Digital staff: pay, contact details, employment information, logon and security information. • Wider NHS Staff : contact details, employment information, logon and security information, security information. • Supplier staff providing systems and services to NHS Digital and the wider NHS: business contact information, educational achievement, security information. <p>Further details of the information assets hosted on the listed platforms are detailed in the NHS Digital Unified Registry.</p> |
| Categories of Data Subject | <p>Dependant on the platform, categories of data subject include:</p> <ul style="list-style-type: none"> • NHS Digital staff (including volunteers, agents, and temporary workers). • Wider NHS staff (including volunteers, agents, and temporary workers). • Patients / citizens: residents of England, Wales,, Scotland and Northern Ireland. Supplier staff providing systems and services to NHS Digital and the wider NHS. <p>Manufacturing inventory and product details, including some commercially sensitive data.</p> |

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C113296

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| Description | Details |
|--|--|
| <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>The personal data will remain on NHS Digital controlled platforms and subject to NHS Digital security. No data will be removed by the Supplier from the NHS Digital controlled platforms.</p> <ul style="list-style-type: none"> • Save that the Supplier may retain the business contact details of any directors, officers, employees, agents, consultants and contractors of NHS Digital named in the Contract (excluding the Supplier Personnel), that are engaged in the performance of the NHS Digital duties under the Contract) for which the NHS Digital is the Controller (and their replacements). • Save that NHS Digital may retain the business contact details of Supplier Personnel for which the Supplier is the Controller. |

Health Order Form Annex 7 (Applicable Standards)

Call-Off Ref:C113296 PLAT - Clinicals

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Health Order Form Annex 7 (Applicable Standards)

Annex 3 of Framework Schedule 1 (Specification) lists the Standards which generally apply to digital work within the Health environment. However, there may be additional standards which apply specifically to the Call-Off Competition (and/or to individual Statements of Work). The following table highlights those which are specifically incorporated (over and above those listed at the framework level) as part of this contract:

| Standard | Applies |
|--|-------------------------------------|
| COMMERCIAL STANDARDS | |
| BS ISO 22301 Business Continuity Accreditation certificate or Evidence of a robust Business Continuity and Disaster Recovery Plan | <input checked="" type="checkbox"/> |
| NHS IT Contracting Model | <input type="checkbox"/> |
| ISO 14001 Environmental Management | <input type="checkbox"/> |
| BS9997 Fire Risk Management Systems compliance | <input type="checkbox"/> |
| Compliance with Waste Electrical and Electronic Equipment Directive (WEEE Directive 2012/19/EU) | <input type="checkbox"/> |
| Compliance with Directive 2007/47/EC where a product contains phthalates, this must be indicated on the packaging of the product in line with the Directive. | <input type="checkbox"/> |
| Compliance with Restriction of the use of certain hazardous substances in electrical and electronic equipment directive (RoHS 2 Directive 2011/65/EU) | <input type="checkbox"/> |
| Compliance with the Sanctions, Embargoes and Restrictions government policy | <input type="checkbox"/> |
| ISO 50001 Energy Management Systems compliance or accreditation | <input type="checkbox"/> |
| Compliance with EU Code of Conduct | <input type="checkbox"/> |
| Compliance with the NHS Network QoS (Quality of Service) Policy | <input type="checkbox"/> |
| Supplier code of conduct | <input type="checkbox"/> |
| ... | <input type="checkbox"/> |

Health Order Form Annex 7 (Applicable Standards)

Call-Off Ref:C113296 PLAT - Clinicals

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| Standard | Applies |
|---|-------------------------------------|
| INFORMATION GOVERNANCE, DATA SECURITY AND QUALITY STANDARDS | |
| ISO 9001:2015 Quality management systems certification or an equivalent recognised quality management system (QMS) certification | <input checked="" type="checkbox"/> |
| BS ISO 22301:2012 Societal security – Business Continuity management systems – Requirements | <input checked="" type="checkbox"/> |
| BS ISO 27001:2013 Information and Data Security | <input checked="" type="checkbox"/> |
| BS ISO/IEC 27002:2013 Information technology — Security techniques — Code of practice for information security controls | <input checked="" type="checkbox"/> |
| Cyber Essentials | <input checked="" type="checkbox"/> |
| Cyber Essentials Plus | <input checked="" type="checkbox"/> |
| National Data Guardian's Data 10 Security Standards compliance https://www.ncsc.gov.uk/guidance/10-steps-cyber-security | <input checked="" type="checkbox"/> |
| Demonstrate compliance with all mandatory assertions in the NHS Data Security and Protection Toolkit (DSPT) for the relevant organisation type. | <input checked="" type="checkbox"/> |
| BS 10008:2014 Evidential Weight and Legal Admissibility of Electronic Information (Code of Practice) - Accreditation | <input type="checkbox"/> |
| BS ISO 15489-1:2016 Information and Documentation Records Management compliance | <input type="checkbox"/> |
| BS7858:2012 Security Screening of Individuals Employed in a Security Environment (Code of Practice) compliance | <input type="checkbox"/> |
| BS EN 15713:2009 Secure Destruction of Confidential Material (Code of Practice) certification | <input type="checkbox"/> |
| Compliance / accreditation to NHS and social care data: off-shoring and the use of public cloud services guidance | <input type="checkbox"/> |
| ... | <input type="checkbox"/> |

Health Order Form Annex 7 (Applicable Standards)

Call-Off Ref:C113296 PLAT - Clinicals

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| Standard | Applies |
|---|-------------------------------------|
| DEVELOPMENT AND DESIGN STANDARDS | |
| BS ISO/IEC 12207:2017 Systems and software engineering. | <input checked="" type="checkbox"/> |
| BS 8878:2010 Web accessibility. Code of Practice. | <input checked="" type="checkbox"/> |
| Open Standards: "Open Standards Principles 2018: For software interoperability, data and document formats in government IT specifications" (which can be found at https://www.gov.uk/government/publications/open-standards-principles) and any supplementary or replacement government guidance. | <input checked="" type="checkbox"/> |
| Adopted Open Standards as detailed on the Standards Hub https://www.gov.uk/government/publications/open-standards-for-government | <input checked="" type="checkbox"/> |
| Web Content Accessibility Guidelines (WCAG) 2.0 to level AA; or WCAG 2.1, (as updated pursuant to the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018). | <input checked="" type="checkbox"/> |
| Compliance with MHRA medical device standards where the Solution is considered by the supplier to be a medical device. | <input type="checkbox"/> |
| Compliance with BS EN 60601-1-2:2015 Medical Electrical Equipment | <input type="checkbox"/> |
| BS EN 80601-2-30:2010+A1:2015 Medical Electrical Equipment compliance - Product must be registered / approved with the British and Irish Hypertension Society and meet at least one of the following testing standards: • ESH International Protocol 2002 (IP1) | <input type="checkbox"/> |
| Safety Data Sheets (SDS) for all products that fall under REACH (Registration, Evaluation, Authorisation and restriction of Chemicals) 2007 – more specifically, a SDS must be provided if a substance or a mixture supplied is classified as hazardous under t | <input type="checkbox"/> |
| The International Software Testing Standard - ISO/IEC/IEEE 29119 is a guide to suppliers on what level of quality NHS Digital expects from software development testing. | <input type="checkbox"/> |
| Compliance with Medical Devices Directive 93/42/EEC. All products must have their CE marking evident on the product and/or packaging. Class IIa Medical Device | <input type="checkbox"/> |
| Compliance with Directive 2006/95/EC (as amended and replacing Directive 73/23/EEC) for electrical equipment designed for use within certain voltage limits. | <input type="checkbox"/> |
| Compliance with Electromagnetic Compatibility Directive 2004/108/EC | <input type="checkbox"/> |
| BS EN 50600 series; - Building construction - Power Distribution accreditation - Environmental Control - Telecommunications cabling infrastructure - Security Systems - Management and operational information - Overview of and general requirements for key | <input type="checkbox"/> |
| BS EN 50131-1:2006 intrusion and hold-up alarm systems (I&HAS) compliance | <input type="checkbox"/> |
| Encryption Accredited to FIPS 140-2 and have received Augmented Grade Commercial Product Assurance (CPA) accreditation. | <input type="checkbox"/> |
| ... | <input type="checkbox"/> |

Health Order Form Annex 7 (Applicable Standards)

Call-Off Ref:C113296 PLAT - Clinicals

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| Standard | Applies |
|--|-------------------------------------|
| HEALTH RELATED INFRASTRUCTURE AND SERVICE STANDARDS | |
| NHS Service Standards (and references therein): http://service-manual.nhs.uk/service-standard | <input checked="" type="checkbox"/> |
| The NHS digital, data and technology standards and clinical information standards as set out in this link and associated pages (as updated from time to time): http://digital.nhs.uk/about-nhs-digital/our-work/nhs-digital-data-and-technology-standards | <input checked="" type="checkbox"/> |
| The Health and Social Care Network (HSCN) | <input type="checkbox"/> |
| SPINE | <input type="checkbox"/> |
| Care Identity Service | <input type="checkbox"/> |
| NHS Identity OpenID Connect: | <input type="checkbox"/> |
| NHS Identity OAUTH2: | <input type="checkbox"/> |
| NHS Identity FIDO2: | <input type="checkbox"/> |
| The e-RS (e-Referral Service) | <input type="checkbox"/> |
| ... | <input type="checkbox"/> |
| INFRASTRUCTURE STANDARDS | |
| DCB0129 compliance - Clinical Safety Risk assessment | <input type="checkbox"/> |
| DCB01260 compliance - Clinical Safety Case | <input type="checkbox"/> |
| Health and Social Care email services must be designed in accordance with the principles of DCB 1596 secure email standard. | <input type="checkbox"/> |
| ... | <input type="checkbox"/> |
| INTEROPERABILITY STANDARDS | |
| Use the SNOMED CT Standard as defined by SNOMED International. SNOMED CT (SCCI 0034) and the NHS Digital Terminology Service. | <input type="checkbox"/> |
| Registration and accreditation with NHSx Digital Technology Assessment Criteria (DTAC) or evidence registration has commenced with an aim to obtain accreditation by 31st December 2021 or by the latest 31st March 2022 | <input type="checkbox"/> |
| Interoperability must comply with relevant NHS Digital Interoperability Standards | <input type="checkbox"/> |
| Fast Healthcare Interoperability Resources (FHIR) standards developed by HL7. | <input type="checkbox"/> |
| ... | <input type="checkbox"/> |

Health Order Form Annex 7 (Applicable Standards)

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| Standard | Applies |
|--|--------------------------|
| CLINICAL INFORMATION STANDARDS | |
| Compliance with ICD-10 (International Statistical Classification of Diseases and Related Health Problems) where ICD encoding is required | <input type="checkbox"/> |
| Compliance with OPCS-4 standard where OPCS encoding is required (the statistical classification for clinical coding of hospital interventions and procedures undertaken by the NHS). | <input type="checkbox"/> |
| Compliance with Access to Health Records Act (1990) in respect of Information Governance. | <input type="checkbox"/> |
| Compliance with NHS Act 2006 (Section 251) (previously Section 60 of the Health and Social Care Act 2001) in respect of Information Governance. | <input type="checkbox"/> |
| Compliance with NHS (Venereal Diseases) Regulations (1974) in respect of Information Governance. | <input type="checkbox"/> |
| Compliance with NHS Data Dictionary and Manual in respect of Information Governance. | <input type="checkbox"/> |
| Compliance with Records Management - NHS Code of Practice (DHSC) in respect of Information Governance. | <input type="checkbox"/> |
| Compliance with NIST Cryptography Standards in respect of Information Governance. | <input type="checkbox"/> |
| Compliance with ISB 0149 NHS Number Standard | <input type="checkbox"/> |
| Compliance with ISB 1077 - AIDC for Patient Identification where Automatic identification and data capture (AIDC) is used | <input type="checkbox"/> |
| Compliance with ISB 0108 - AIDC Automatic Identification and Data Capture where Automatic identification and data capture (AIDC) is used | <input type="checkbox"/> |
| ... | <input type="checkbox"/> |

Order Form (Supplier Inputs)

Call-Off Ref:C113296 PLAT - Clinicals

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Order Form (Supplier Inputs)

CALL-OFF REFERENCE: C113296 Clinicals

THE SUPPLIER: Aire Logic (UK)Ltd

SUPPLIER ADDRESS: Aireside House, Aire Street
Leeds
LS1 4HT
England

REGISTRATION NUMBER: 06233174

DATE OF ISSUE: 14 November 2022

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



KEY SUBCONTRACTOR(S)

Refer to Call-Off Special Schedule 31 (Key Subcontractors).

Order Form (Supplier Inputs)

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COMMERCIALLY SENSITIVE INFORMATION

| | |
|--|--------------------------|
| Is there additional Commercially Sensitive Information in addition to that listed in Joint Schedule 4 (Supplier's Commercially Sensitive Information)? | <input type="checkbox"/> |
| N/A | |

FINANCIAL DIFFICULTIES

The following definitions supersede the definition of Monitored Company and Annex 1

| | |
|--|---|
| Definition of Monitored Company | [Enter definition here] |
| Rating Agencies | Experia (used in addition to Dun & Bradstreet) [Rating agency 2] |

Signed by an authorised signatory to sign for and on behalf of the Supplier

