

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



Crown  
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Service

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

### **Framework Schedule 6 (Order Form)**

Version 2

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

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

### Order Form

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

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

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

Call-Off Reference: UKHSA: FOHIP3DIS

Call-Off Title: Future of Health Improvement Programme – Phase 3 Discovery - UK Health Security Agency (UKHSA)

#### Call-Off Contract Description:

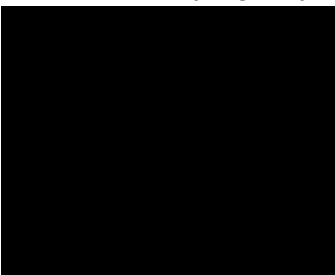
UKHSA provide a set of technology services for users who work for external organisations. The users are collectively referred to as Future of Health Improvement (FoHI) users. UKHSA would like to reduce this managed service delivery and require a full understanding of which applications and data services are consumed by these external users.

UKHSA require a documented understanding of all applications and data services which are provided by UKHSA and consumed by FoHI users, including all dependencies to other applications, data or technology services

The Buyer: UK Health Security Agency

Buyer Address:

The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency



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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 8<sup>th</sup> August 2022

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### **Call-Off Lot**

Lot 1 Digital Outcomes

### **Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

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

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) [**Optional**]
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) [**Optional**]
  - Call-Off Schedule 15 (Call-Off Contract Management) [**Optional**]
  - Call-Off Schedule 16 (Benchmarking) [**Optional**]
  - Call-Off Schedule 17 (MOD Terms) [**Optional**]
  - Call-Off Schedule 18 (Background Checks) [**Optional**]
  - Call-Off Schedule 19 (Scottish Law) [**Optional**]
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-off Schedule 21 (Northern Ireland Law) [**Optional**]
  - Call-Off Schedule 25 (Ethical Walls Agreement) [**Optional**]
  - Call-Off Schedule 26 (Cyber Essentials Scheme) [**Optional**]

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: Work to be delivered remotely but there might be occasional travel to customer premises at no additional cost to the buyer.

Special Term 2: All travels and expenses are inclusive in the daily rate card

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Call-Off Start Date: 8<sup>th</sup> August 2022

Call-Off Expiry Date: 25<sup>th</sup> November 2022

Call-Off Initial Period: 16 weeks

Call-Off Optional Extension Period: 8 weeks

Minimum Notice Period for Extensions: 2 weeks

Call-Off Contract Value: £129,600 for the 4 months delivery

### **Call-Off Deliverables**

Details in Appendix 1 Supplier proposal.

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

Given the estimated Year 1 Charges of £129,600, the total aggregate liability will therefore be £5 million.

### **Call-Off Charges**

Capped Time and Materials (CTM)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

### **Reimbursable Expenses**

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

### **Payment Method**

Invoice/BACS Transfer monthly in arrears

### **Buyer's Invoice Address**

Account Payables



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**Buyer's Authorised Representative**

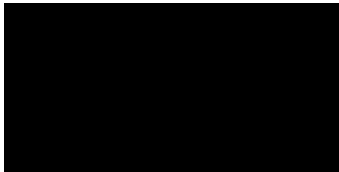


**Buyer's Environmental Policy**

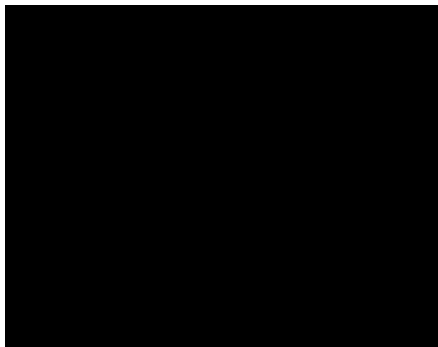
[Insert details [Document name] [version] [date] [available online at:]

or insert: [Appended at Call-Off Schedule X]]

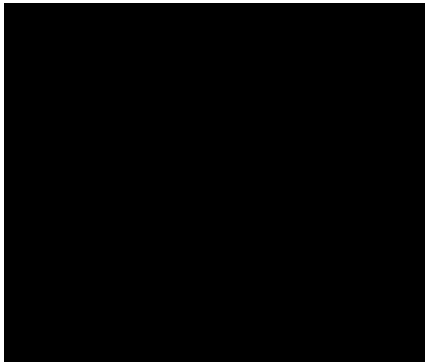
**Buyer's Security Policy**



**Supplier's Authorised Representative**



**Supplier's Contract Manager**



**Progress Report Frequency**

The project will be run in an agile manner and all relevant ceremonies for the agile (SCRUM) delivery methodology must be observed. It is the responsibility of the Supplier to observe all these SCRUM ceremonies and provide relevant artefacts accordingly.

**Progress Meeting Frequency**

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As required by the SCRUM methodology and the teams' cadence.

See Call-off schedule 14 (Service Levels and Balanced Scorecard) – Section 2 (Balanced Scorecard).

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

N/A

#### **Commercially Sensitive Information**

The Supplier's day rates and names of Supplier's staff are Commercially Sensitive Information.

The Parties confirm that the Supplier's tender submission has been treated as private and confidential and will continue to be treated in such a manner.

**The Parties acknowledge that, under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) as amended, the Buyer is obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information in response to requests for information. The Supplier acknowledges that the Buyer could receive requests for any information relating to this Call Off Contract and/or the tender procedure and may be legally obliged to release information. Balanced Scorecard**

#### **Material KPIs**

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

| <b>Material KPIs</b> | <b>Target</b> | <b>Measured by</b> |
|----------------------|---------------|--------------------|
|                      |               |                    |
|                      |               |                    |

#### **Additional Insurances**

Insurance requirements shall be as stated in Joint Schedule 3 (Insurance Requirements):

- Public liability and products insurance: £5 Million
- Employers' liability: £5 million
- Professional indemnity: £1 million

#### **Guarantee**

Not applicable

#### **Social Value Commitment**

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

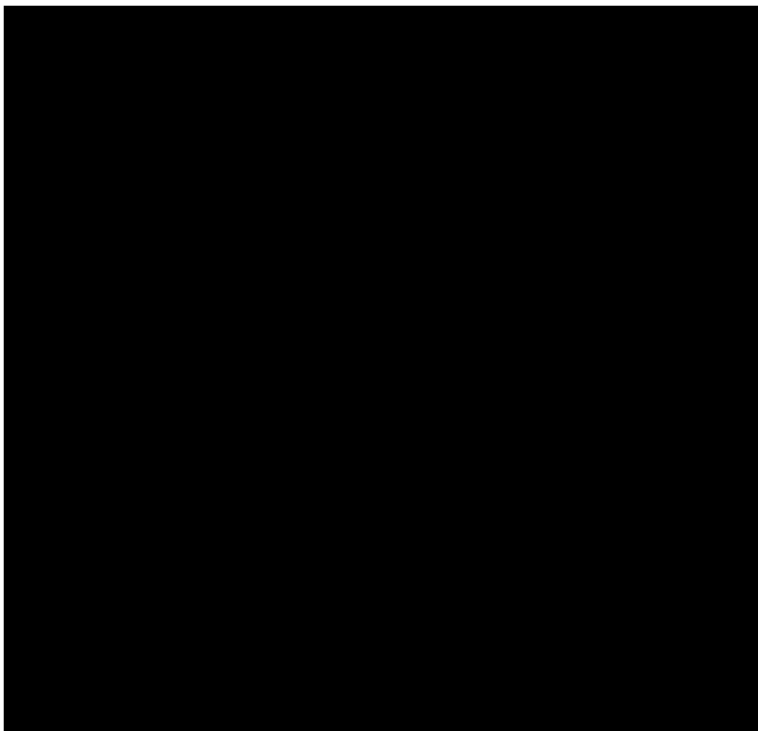
#### **Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form



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relates.



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## **Annex 1 (Template Statement of Work)**

This will be provided at the supplier on-boarding.

### **Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

### **1 Call-Off Contract Specification – Deliverables Context**

#### **SOW Deliverables Background:**

##### **Delivery phase(s):**

Phase 1: Gather existing master user, system and infrastructure data

Phase 2: Obtain the additional data sets to understand what components users and systems are accessing

Phase 3: Analyse raw data, then provide summary views for each user, and some initial analysis

Phase 4: Initial User research & Business analysis

Phase 5: Using the data from steps 3 or 4 create views by organisation, including quantities per application/infrastructure

Phase 6: Validation, user-research and orphan systems

Phase 7: Report and final outputs

#### **Overview of Requirement:**

### **2 Buyer Requirements – SOW Deliverables**

#### **Outcome Description:**

UKHSA provide a set of technology services for users who work for external organisations. The users are collectively referred to as Future of Health Improvement (FoHI) users. UKHSA would like to reduce this managed service delivery and require a full understanding of which applications and data services are consumed by these external users.

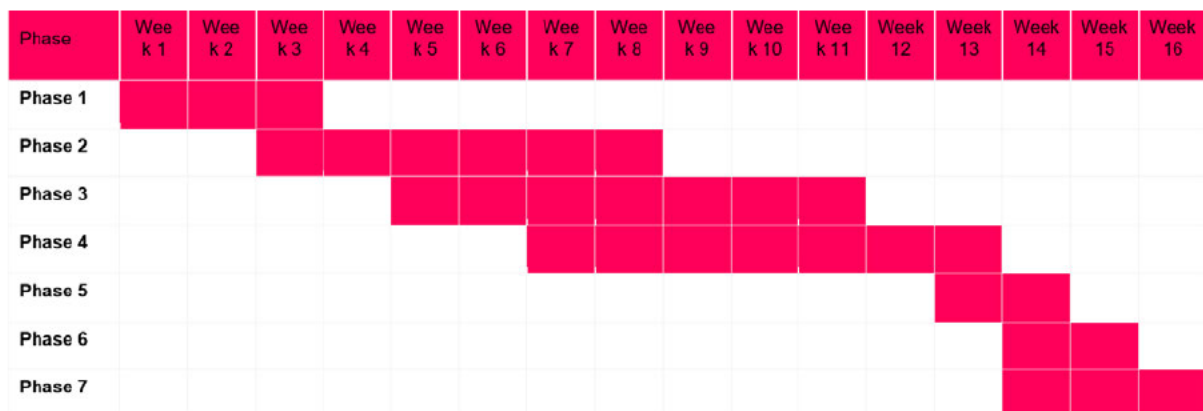
UKHSA require a documented understanding of all applications and data services which are provided by UKHSA and consumed by FoHI users, including all dependencies to other applications, data or technology services

| <b>Milestone Ref</b> | <b>Milestone Description</b> | <b>Acceptance Criteria</b>                                  | <b>Due Date</b> |
|----------------------|------------------------------|---|-----------------|
| MS01                 | Phase 1                      | Gather existing master user, system and infrastructure data | Week 3          |

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|      |         |  |         |
|------|---------|--|---------|
| MS02 | Phase 2 | Obtain the additional data sets to understand what components users and systems are accessing                      | Week 8  |
| MS03 | Phase 3 | Analyse raw data, then provide summary views for each user, and some initial analysis                              | Week 11 |
| MS04 | Phase 4 | Initial User research & Business analysis  | Week 13 |
| MS05 | Phase 5 | Using the data from steps 3 or 4 create views by organisation, including quantities per application/infrastructure | Week 14 |
| MS06 | Phase 6 | Validation, user-research and orphan systems   | Week 15 |
| MS07 | Phase 7 | Report and final outputs   | Week 16 |

### Delivery Plan:



### Dependencies:

### Supplier Resource Plan:

## Technical Solutions Architect

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**Data Scientist & Data Engineer**

[Redacted]

**User Researcher & Experience Designer**

[Redacted]

**Senior Delivery Manager**

[Redacted]

**Senior Business Analyst**

[Redacted]

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

**Cyber Essentials Scheme:**

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

**SOW Standards:**

**Performance Management:**

| Material KPIs | Target | Measured by |
|---------------|--------|-------------|
|               |        |             |

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

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

### Additional Requirements:

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

### SOW Reporting Requirements:

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

| Ref. | Type of Information | Which Services does this requirement apply to? | Required regularity of Submission |
|------|---------------------|--|-----------------------------------|
| 1.   | [insert]            |  |                                   |
| 1.1  | [insert]            | [insert]                                       | [insert]                          |

## 3 Charges

### Call Off Contract Charges:

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

Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is **£129,600**

### Rate Cards Applicable:

|              |  |  |                 |
|--------------|--|--|-----------------|
|              |  |  |                 |
|              |  |  |                 |
| <b>Total</b> |  |  | <b>£129,560</b> |

### Reimbursable Expenses:

No expenses to be reimbursed as part of the delivery of this contract.

The contract will be delivered remotely with occasional travel to the buyer's location. Travel expenses had been built into the supplier rate card.

## 4 Signatures and Approvals

### Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

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**For and on behalf of the Supplier**

Name:

Title:

Date:

Signature:

**For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

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## Annex 1

### Data Processing

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

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

| Description   | Details  |
|---|--|
| Identity of Controller for each Category of Personal Data | <p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Contact details and survey/interview information relating to user research participants for the purposes of user research in the context of this project</p> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• N/A</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></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"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> </ul> |
| Duration of the Processing                                | Dates shall be as specified in the order form: Call-Off Start Date, Call-Off Expiry Date.  |

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|   |   |
|---|---|
| Nature and purposes of the Processing   | Storage and use to facilitate arrangements for and delivery of user research                          |
| Type of Personal Data   | Name, telephone number, email address, address/location and survey/interview information.             |
| Categories of Data Subject  | Research participants (including staff, customer and suppliers)                                       |
| Plan for return and destruction of the data once the Processing is complete<br><br>UNLESS requirement under Union or Member State law to preserve that type of data | All data shall be returned to the Buyer or destroyed with 20 working days of the Call-Off Expiry Date |