

Call-Off Order Form

NHS England

Support to Develop Specialised Commissioning Policies and
Service Specifications December 2016 to December 2019

Ref: 16_06_06 (LPF16-0103)



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Order Form Details

Order Reference Number	LPF16_0103															
Authority	NHS England															
Status of Order Form	<p>Issue of this Order Form is an “invitation to treat” by the Authority following the Suppliers’ Call-Off ITT Response submitted by the Suppliers in accordance with the Framework Agreement. On the signature of the Order Form by the Suppliers and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and the Suppliers.</p> <p>This Order Form, together with the Call-Off Terms and Conditions [and the applicable provisions of the Framework Agreement] form a contract (“the Contract”) between the parties as at and from the date of this Order Form.</p> <p>All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form.</p>															
Tranche	NOT USED															
Call-Off Terms and Condition	<p>The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:</p> <table border="1"> <tr> <td>Schedule 1</td> <td>Key Provisions</td> </tr> <tr> <td>Schedule 2</td> <td>General Terms and Conditions</td> </tr> <tr> <td>Schedule 3</td> <td>Information Governance Provisions</td> </tr> <tr> <td>Schedule 4</td> <td>Definitions and Interpretations</td> </tr> <tr> <td>Schedule 5</td> <td>This Order Form</td> </tr> <tr> <td>Schedule 6</td> <td>Transferring Assets, Assumed Contracts and Leases</td> </tr> <tr> <td>Schedule 7</td> <td>Staff List</td> </tr> </table> <p>Any additional Extra Key Provisions set out at Annex 2 below shall be incorporated into the Contract formed by the signature and completion of this Order Form.</p>		Schedule 1	Key Provisions	Schedule 2	General Terms and Conditions	Schedule 3	Information Governance Provisions	Schedule 4	Definitions and Interpretations	Schedule 5	This Order Form	Schedule 6	Transferring Assets, Assumed Contracts and Leases	Schedule 7	Staff List
Schedule 1	Key Provisions															
Schedule 2	General Terms and Conditions															
Schedule 3	Information Governance Provisions															
Schedule 4	Definitions and Interpretations															
Schedule 5	This Order Form															
Schedule 6	Transferring Assets, Assumed Contracts and Leases															
Schedule 7	Staff List															

Framework Agreement	The Lead Provider Framework Agreement established by NHS England for and on behalf of NHS England and other commissioning organisations in relation to the provision of commissioning support services (the "Framework Agreement") to which suppliers were appointed following their submission of responses to the framework ITT ("Framework ITT") .
Call-Off ITT	The Call-Off ITT as issued by the Authority to invite responses to the relevant Further Competition conducted under and in accordance with the Framework Agreement.
Call-Off ITT Response	The Suppliers' response to the relevant Call-Off ITT submitted by the Suppliers in response to the relevant Further Competition conducted under and in accordance with the Framework Agreement and initiated by the issue of a Call-Off ITT by the Authority.
Term of the Contract	36 months
Extension of Term	12 months
Services	<p>The services to be provided by the Suppliers under the Contract shall be the services set out at Annex 1 to this Order Form ("the Specification") and shall be provided from the Services Commencement Date set out below in accordance with the KPIs set out in the Specification.</p> <p>Where the Suppliers are comprised of more than a single Supplier the Service Matrix shall indicate which portion of the Services are to be provided by which of the Suppliers.</p>
Services Commencement Date	Monday 19 December 2016.
Long Stop Date	NOT USED
Mobilisation and Delivery Plan	The Mobilisation and Delivery Plan submitted as part of the Call-Off ITT Response (if required by the relevant Further Competition conducted in accordance with the Call-Off ITT) and set out at Annex 4 below.
Information Security Management Plan	The information security management plan submitted as part of the Call-Off ITT Response (if required by the relevant Further Competition conducted in accordance with the Call-Off ITT) and set out at Annex 5 below.
Licence(s) and/or Lease(s) granted to the Suppliers	NOT USED
Transferring Assets, Assumed Contracts and Leases	NOT USED
Transferring Staff	NOT USED

<p>Premises and Location(s) for the Delivery of the Services</p>	<p>The majority of the services covered within the Call-Off Order Form will be delivered from the appointed Supplier(s) premises.</p> <p>It is anticipated that there will be up to 4 meetings to set up the contract during the Mobilisation and Implementation phase, followed by review meetings undertaken each Month with the Authority.</p> <p>These meetings may be undertaken via telephone, conference call and/or Webex.</p> <p>Where there is a requirement for a face to face meeting, they will take place at either one of the following locations/addresses:</p> <p>Leeds: Quarry House, Quarry Hill, Leeds, LS2 7UE</p> <p>Leicester: Fosse House, 6 Smith Way, Grove Park, Enderby, Leicester, Leicestershire, LE19 1SX</p> <p>London: Skipton House, 80 London Road, London, SE1 6LH.</p> <p>NHS Arden and Greater East Midlands Commissioning Support Unit (A&G CSU): Francis Crick House, Summerhouse Road , Northampton , NN3 6BF</p> <p>Solutions for Public Health (SPH): 1 Wootton Edge Barns, Holly Bank, Wootton-by-Woodstock, Oxfordshire, OX20 1AE</p>
<p>Intellectual Property</p>	<p>As per set out at Clause 11 of Schedule 2 of the Call-Off Terms and Conditions.</p>
<p>Contract Price</p>	<p>The price(s) to be paid by the Authority to the Suppliers for the provision of the Services, as set out in the Call-off ITT Response and reproduced at Annex 3.</p>
<p>Payment Provisions</p>	<p>The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in Annex 3 of this Order Form.</p>

Date of Order Form	Monday 19th December 2016
Suppliers	<p>Lead:</p> <p>NHS Arden and Greater East Midlands Commissioning Support Unit (A&G CSU) Francis Crick House Summerhouse Road Northampton NN3 6BF</p> <p>Delivery Partner (an operating division of the Lead organisation named above):</p> <p>Solutions for Public Health (SPH) 1 Wootton Edge Barns Holly Bank Wootton-by-Woodstock Oxfordshire OX20 1AE</p>
Staff Key to the Provision of the Services (“Key Staff”)	<ul style="list-style-type: none"> • Quality Assurance Lead and Senior Reviewer (Clinician) • Quality Assurance and Senior Reviewer (Clinician) • Quality Assurance and Senior Reviewer, Programme Director • Senior Reviewer and Cancer Lead • Experienced Reviewer and Pharmacist lead • Quality Assurance Support and Experienced Reviewer • Operational Lead • Project Manager • Operational Support and Researcher • Lead Information Scientist & Librarian • Information Scientist • Administrative Support • Public Health Registrar (Senior) • Associate Senior Reviewer (Clinician) • Supply Chain Management • Financial & Risk Management • Project Management Support • Abstract and Papers Collation • Public Health Registrar • Proof Reader

Contract Managers	<table border="1"> <tr> <td data-bbox="555 271 927 383"><i>Authority's Manager</i></td> <td data-bbox="927 271 1294 383"><i>Contract</i></td> <td data-bbox="1294 271 1458 383">Donna Hakes</td> </tr> <tr> <td data-bbox="555 383 927 495"><i>Supplier's Manager(s)</i></td> <td data-bbox="927 383 1294 495"><i>Contract</i></td> <td data-bbox="1294 383 1458 495">Claire Cheong-Leen</td> </tr> </table>	<i>Authority's Manager</i>	<i>Contract</i>	Donna Hakes	<i>Supplier's Manager(s)</i>	<i>Contract</i>	Claire Cheong-Leen
<i>Authority's Manager</i>	<i>Contract</i>	Donna Hakes					
<i>Supplier's Manager(s)</i>	<i>Contract</i>	Claire Cheong-Leen					
Lead Contract Manager (if applicable)	<table border="1"> <tr> <td data-bbox="555 763 927 869"><i>Supplier's Lead Contract Manager</i></td> <td data-bbox="927 763 1458 869">Claire Cheong-Leen</td> </tr> </table>	<i>Supplier's Lead Contract Manager</i>	Claire Cheong-Leen				
<i>Supplier's Lead Contract Manager</i>	Claire Cheong-Leen						
Person(s) to receive notices under the Contract	<table border="1"> <tr> <td data-bbox="555 1025 927 1402"><i>Authority's nominated person and contact details for service of notices</i></td> <td data-bbox="927 1025 1458 1402"> Donna Hakes Fosse House 6 Smith Way Grove Park Enderby Leicester Leicestershire LE19 1SX </td> </tr> <tr> <td data-bbox="555 1402 927 1767"><i>Supplier's nominated person and contact details for service of notices</i></td> <td data-bbox="927 1402 1458 1767"> Richard Davis Solutions for Public Health (SPH) 1 Wootton Edge Barns Holly Bank Wootton-by-Woodstock Oxfordshire OX20 1AE cc to: </td> </tr> </table>	<i>Authority's nominated person and contact details for service of notices</i>	Donna Hakes Fosse House 6 Smith Way Grove Park Enderby Leicester Leicestershire LE19 1SX	<i>Supplier's nominated person and contact details for service of notices</i>	Richard Davis Solutions for Public Health (SPH) 1 Wootton Edge Barns Holly Bank Wootton-by-Woodstock Oxfordshire OX20 1AE cc to:		
<i>Authority's nominated person and contact details for service of notices</i>	Donna Hakes Fosse House 6 Smith Way Grove Park Enderby Leicester Leicestershire LE19 1SX						
<i>Supplier's nominated person and contact details for service of notices</i>	Richard Davis Solutions for Public Health (SPH) 1 Wootton Edge Barns Holly Bank Wootton-by-Woodstock Oxfordshire OX20 1AE cc to:						

Signed by the authorised representative of THE AUTHORITY (or authorities as applicable)

Name:	Signature :
Position:		
<i>(Expand as required)</i>			

Signed by the authorised representative of each of the SUPPLIERS

Name:	John Parkes	Signature:	
Position:	Managing Director, Arden and GEM CSU		
Name:	Richard Davis	Signature:	
Position:	Managing Director, Solutions for Public Health		

Annex 1 – The Specification

1. The Services

1.1 Service Requirements

The Service Requirements for this contract are provided in the embedded Specification of Requirements document below:



Statement of
Requirements fv1.0.c

1.2 Priority Services

1.2.1 Where the Services, or part of the Services, fall within the “Business Intelligence” service category (as described in the Framework ITT) then those Services, or part of the Services, (as applicable) shall be Priority Services within the meaning of the Call-Off Terms and Conditions for the purposes of this Contract.

1.2.2 Where the Services, or part of the Services, fall within the “Supporting the Commissioning of Continuing Healthcare and Funded Nursing Care” service category (as described in the Framework ITT) then those Services, or part of the Services, (as applicable) shall be Priority Services within the meaning of the Call-off Terms and Conditions for the purposes of this Contract.

1.2.3 Where the Services, or part of the Services, fall within the “Financial Management and Accounting” service line (as described in the Framework ITT) within the “Business Support” service category (as described in the Framework ITT) then those Services, or part of the Services, (as applicable) shall be Priority Services within the meaning of the Call-Off Terms and Conditions for the purposes of this Contract.

1.2.4 Where the Services, or part of the Services, fall within the “Information and Communications Technology (ICT) Services” service line (as described in the Framework ITT) within the “Business Support” service category (as described in the Framework ITT) then those Services, or part of the Services, (as applicable) shall be Priority Services within the meaning of the Call-Off Terms and Conditions for the purposes of this Contract.

1.3 Division of Service provision between Suppliers/Sub-Contractors

Name of Supplier ultimately responsible for delivery of the Service.	Supplier delivering the Service indicated.	Service Line	Service
Arden and Greater East Midlands Commissioning Support Unit	Solutions for Public Health	Evidence Reviews	Evidence Review production excluding library searches.
		Evidence Reviews	Evidence Review Quality Assurance and Quality Assurance Leadership
		Literature Searches	Literature Searches Leadership
Solutions for Public Health	Under NHSE SFIs, supplier confirmation will be subject to mini-competitions within a procurement framework Arden & Greater East Midlands Commissioning Support Unit have established, specifically to enable rapid subcontracting of reviews to experienced suppliers.	Evidence Reviews	Quality Assurance
		Evidence Reviews	Evidence Review production excluding library searches.
Solutions for Public Health	Oxford University Bodleian Library	Literature Searches	Library searches

2. KPIs

2.1 Primary KPIs

NOT USED

2.2 Secondary KPI's

NOT USED

2.3 Calculation of any Service Credits due from the Supplier other than as a consequence of a Primary Service Failure and/or Secondary Service Failure

NOT USED

2.4 Termination for accrued Service Failures

NOT USED

2.5 Authority's Obligations

NOT USED

2.6 Contract Meetings

The Authority and the Supplier will hold up to 4 meetings to set up the contract during the Mobilisation and Implementation phase.

The Authority and the Supplier will undertake review meetings each month. These may be held at the Premises and Location(s) for the Delivery of Services identified above, or via alternative mediums (i.e. telephone, conference call, Webex etc) as determined by the Authority.

The Authority will minute each meeting in accordance with Clause 8.4 of Schedule 2 of the Call-off Terms and Conditions.

2.7 Contract Reports – additional information

Clause 8.3 of Schedule 2 of the Call-off Terms and Conditions and Paragraph 2.6.4 of 1.1 Service Requirements contained within the Call-Off Order Form, specifies the additional information and reporting that Suppliers are required to supply at each Contract meeting or complete on a weekly basis.

2.8 Sustainable Development Requirements

NOT USED

Annex 2 – Extra Key Provisions

NOT USED

Annex 3 – Contract Price and Payment Terms

Budget

The annual budget for Specialised Clinical Evidence Reviews to be commissioned by the Authority is capped at £710,000 (excluding VAT) per annum for the duration of the ITT Call-Off contract.

Day Rate Fees and Associated Costs

As per the Suppliers ITT response to question 2.1 (Commercial Schedule) the following rates (Price Band 4: Single Provider Rate) will apply for the named personnel listed below for the duration of the ITT Call-Off Contract:

	Role	Band	
	Quality Assurance Lead and Senior Reviewer (Clinician)	5	
	Quality Assurance and Senior Reviewer (Clinician)	5	
	Quality Assurance and Senior Reviewer, Programme Director	4	
	Senior Reviewer and Cancer Lead	4	
	Experienced Reviewer and Pharmacist lead	3	
	Quality Assurance Support and Experienced Reviewer	3	
	Operational Lead	4	
	Project Manager	3	
	Operational Support and Researcher	3	
	Lead Information Scientist & Librarian	3	
	Information Scientist	3	
	Administrative Support	1	
	Public Health Registrar (Senior)	3	
	Associate Senior Reviewer (Clinician)	4	
	Supply Chain Management	5	
	Financial & Risk Management	4	
	Project Management Support	1	
	Abstract and Papers Collation	2	
	Public Health Registrar	3	
	Proof Reader	1	

Cost Baseline

The cost of Clinical Evidence Reviews will be based on Scenarios 1, 2 and 3 quoted by the Supplier in its bid submission

The costs outlined in Scenarios 1, 2 and 3 will act as a baseline for all Clinical Evidence Reviews. These will usually be for a single intervention for a single indication. In some instances, where there are multiple closely related indications, the Authority's Contract Manager will discuss with the Supplier if it is possible for these to be combined into a single Clinical Evidence Review.

Any additional costs outside of those quoted in Scenarios 1, 2 and 3 must be formally agreed in writing with the Authority's Contract Manager, prior to additional work being undertaken by the Supplier.

Meetings associated with this Call-Off Contract will be undertaken by Telephone Conference to ensure costs and charges are minimised, with any face to face or routine liaison meetings not directly linked to the delivery of specific individual Clinical Evidence Reviews to be formally agreed with the Authority's Contract Manager.

Upon agreement with the Authority's Contract Manager, such agreement not to be unreasonably withheld:

1. The Supplier shall invoice for Clinical Evidence Reviews upon completion of the Reviews, or at a time otherwise agreed between the Supplier and the Authority's Contract Manager, based on the baseline Scenario pricing or on prices otherwise formally agreed in advance with the Authority's Contract Manager;
2. Where work is delivered by individuals not listed above, a rate will be allocated in line with the role and seniority of an equivalent individual listed above;
3. Where convenient, invoices may be combined whilst ensuring that the separate elements of Mobilisation, Routine Programme Management and Clinical Evidence Reviews are clearly identified.

The Authority, supported by the Supplier, shall monitor all activities undertaken via this Call-Off Contract to ensure expenditure is controlled and the total number of Clinical Evidence Reviews completed is as near to 60 per year as possible and does not exceed the capped budget of £710k (ex VAT) for each year of the Call-Off Contract.

Expenses

Expenses shall be capped at the amount (excluding VAT) per annum per the Suppliers ITT response to question 2.1 (Commercial Schedule).

If expenses to exceed this amount per annum, the Supplier's Lead Contract Manager must formally advise the Authority's Contract Manager in writing.

The Supplier must allow at least 30 calendar days-notice for approval to be granted by the Authority's Contract Manager to the formal request to exceed the per annum expenses cap. No additional expenses should be incurred or invoiced by the Supplier until formal approval is granted by the Authority.

Additional Saving Discount Payment

As per the Suppliers ITT response to question 2.1 (Commercial Schedule), the Supplier shall provide the Authority with an Additional Saving Discount Payment upon the Contract Anniversary (19th December) each year, throughout the duration of this ITT Call-Off Contract.

The Additional Saving Discount Payment should be no more than [redacted] for a total of 60 Clinical Evidence Reviews undertaken in each 12 month period.

Where the Authority does not commission a total of 60 Clinical Evidence Reviews in a 12 month period, the Additional Saving Discount Payment will be paid on a pro-rata basis of [redacted] per Clinical Evidence Review commissioned during the period 19th December to 18th December each calendar year for the duration of the ITT Call-Off contract.

Where convenient, the Additional Saving Discount Payment may be made by means of a clearly marked discount from the Supplier's December invoice each year.

Invoicing

All invoices will be submitted via the Authority's chosen e-Invoicing Platform 'Tradeshift': <https://tradeshift.com/supplier/nhs-sbs/>.

The Authority shall pay each invoice received within thirty (30) days of receipt of such invoice, in accordance with the NHS England Lead Provider Framework Call-Off Terms and Conditions.

Service Credits due in the event that Suppliers fail(s) to meet Milestone by Milestone date

NOT USED.

Annex 4 – Mobilisation and Delivery Plan

Mobilisation and Delivery Plan are as per the Call-Off ITT Response Question 1.4.1 (and the supporting Appendix)

Annex 5 – Information Security Management Plan

NOT USED

Annex 6 – Transferring Assets, Assumed Contracts and Leases

NOT USED

Annex 7 – Staff List (of transferring staff)

NOT USED