










































**Health Systems Support Framework: Template Order Form**

<b>NHSE PCSS Survey - HSSF22-052</b>	
<b>Order Reference Number</b>	HSSF22-052
<b>Date of Order Form</b>	28/11/2022
<b><u>Parties and Key Persons</u></b>	
<b>Authority</b>	<i>NHS England</i>
<b>Supplier</b>	<div style="background-color: black; width: 100%; height: 10px;"></div> <div style="background-color: black; width: 100%; height: 10px;"></div> <div style="background-color: black; width: 100%; height: 10px;"></div> <div style="background-color: black; width: 100%; height: 10px;"></div> <div style="background-color: black; width: 100%; height: 10px;"></div>
<b>Principal Supplier(s)</b>	<i>N/A</i>
<b>Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles ("Key Personnel")</b>	<div style="background-color: black; width: 100%; height: 10px;"></div>
<b>Contract Managers</b>	



		<table border="1"> <tr> <td><i>Authority's Contract Manager</i></td><td><i>Contract</i></td><td></td></tr> <tr> <td><i>Supplier's Contract Manager(s)</i></td><td><i>Contract</i></td><td></td></tr> </table>	<i>Authority's Contract Manager</i>	<i>Contract</i>		<i>Supplier's Contract Manager(s)</i>	<i>Contract</i>										
<i>Authority's Contract Manager</i>	<i>Contract</i>																
<i>Supplier's Contract Manager(s)</i>	<i>Contract</i>																
<b>Lead Contract Manager (if applicable)</b>	<i>Insert the Lead Contract Manager at the commencement of this Contract</i>																
	<i>Authority's Lead Contract Manager</i>																
	<i>Supplier's Lead Contract Manager</i>																
<b>Person(s) to receive notices under the Contract</b>	<table border="1"> <tr> <td rowspan="5"><i>Authority's nominated person and contact details for service of notices</i></td><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr> <td></td><td></td></tr> <tr> <td rowspan="5"><i>Supplier's nominated person and contact details for service of notices</i></td><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> </table>			<i>Authority's nominated person and contact details for service of notices</i>								<i>Supplier's nominated person and contact details for service of notices</i>					
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<b>Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date</b>	N/A																
<b><u>General</u></b>																	



Status of Order Form	Issue of this Order Form is an “invitation to treat” by the Authority following the Suppliers’ Call-Off ITT Response submitted by the Supplier(s) in response to the relevant mini-competition conducted under and 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. This Order Form, together with the Call-Off Terms and Conditions and the applicable provisions of the Framework Agreement (and the other provisions as set out in the Call-Off Terms and Conditions) form a contract (defined as “the Contract” in the Call-Off Terms and Conditions) between the parties as at and from the date of this Order Form.	
	All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form.	
Call-Off Terms and Conditions	The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:	
	Schedule 1	Key Provisions
	Schedule 2	General Terms and Conditions
	Schedule 3	Definitions and Interpretations Provisions
	Schedule 4	This Order Form
	Schedule 5	Information Governance
	Schedule 6	Security Management
	Schedule 7	Standards
	Schedule 8	Software
	Schedule 9	Installation and Commissioning Services
	Schedule 10	Maintenance Services
	Schedule 11	Guarantee
	Schedule 12	Staff Transfer
	Schedule 13	Change Control Process
	Schedule 14	Calculation of Termination Sum
	Schedule 15	Not Used
	Schedule 16	Acceptance Testing
	Schedule 17	Benchmarking
Schedule 18	Governance	



	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.
<b>Framework Agreement</b>	The Health Systems Support Framework established by NHS England for and on behalf of NHS England and other contracting authorities. (the “ <b>Framework Agreement</b> ”).
<b>Call-Off ITT</b>	The Call-Off ITT as issued by the Authority to invite responses to the relevant mini-competition conducted under and in accordance with the Framework Agreement.
<b>Call-Off ITT Response</b>	The Suppliers’ response to the relevant Call-Off ITT submitted by the Suppliers in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement and initiated by the issue of a Call-Off ITT by the Authority.
<b>Contract Meetings</b>	<p><i>The</i> default position is that the Authority will minute each meeting in accordance with Clause 11 of Schedule 2 of the Call-Off Terms and Conditions.</p> <p>Please note that any changes to the Processing arrangements outlined in Annex 7 of this Order Form should be dealt with under the procedure outlined in Clause 31.3 of the Call-Off Terms and Conditions.</p>
<b>Fast-track Change values</b>	N/A
<b><u>Contract Term and Termination Provisions</u></b>	
<b>Term of the Contract</b>	Up to overall contract value of <span style="background-color: black; color: black;">[REDACTED]</span>
<b>Extension of Term</b>	N/A
<b>Unilateral Authority right of termination notice period</b>	N/A
<b>Maximum Payments following Unilateral Authority right to terminate</b>	N/A



<b>Maximum Permitted Profit Margin</b>	N/A
<b>Variation to Termination Sum calculation</b>	N/A
<b>Insurance on Expiry or Termination</b>	N/A
<b><u>Contract Deliverables</u></b>	
<b>Deliverables</b>	As detailed in Annex 1 – Specifications/deliverables.
<b>Priority Deliverable</b>	N/A
<b>Deliverables Commencement Date</b>	██████████
<b>Services Commencement Date</b>	██████████
<b>Goods Commencement Date</b>	N/A
<b>Long Stop Date</b>	██████████
<b>Implementation Plan</b>	implementation plan see 'Annex 4 below'.
<b>Quality Plans</b>	N/A
<b>Information Security Management Plan</b>	N/A
<b>Insurance</b>	<p>Details of insurance for employer's liability are:</p> <ul style="list-style-type: none"> <li>Limit of indemnity: ██████████ occurrence inclusive of costs and expenses.</li> </ul> <p>Certificate to be provided on request</p>



<b>Supplier Specific Standards</b>	N/A
<b><u>Premises and Property</u></b>	
<b>Premises and Location(s) for the Delivery of the Deliverables</b>	N/A
<b>Property Licence(s) and/or Lease(s) granted to the Suppliers</b>	N/A
<b><u>Information Governance</u></b>	
<b>Information Governance Provisions (Schedule 5)</b>	<p><i>The default position under the Call-Off Terms and Conditions is that the Authority shall act as a Controller and the Supplier shall act as a Processor.</i></p> <p><i>Alternative information governance provisions will be required in the following situations:</i></p> <ul style="list-style-type: none"> <li>i) <i>where the Authority and the Suppliers are joint data Controllers;</i></li> <li>ii) <i>where the Suppliers (and not the Authority) are Controllers; and/or</i></li> <li>iii) <i>where the contract involves the processing of anonymised/ pseudonymised data within a controlled environment.</i></li> </ul>
<b>Processing of Personal Data</b>	<i>Where the Deliverables include the processing of any Personal Data then please complete Annex 7 of the Order Form, which shall be inserted as the Annex to Schedule 5 of the Call-Off Terms and Conditions. N/A</i>
<b><u>Intellectual Property Rights and Licencing</u></b>	
<b>Intellectual Property</b>	<i>Per standard terms</i>



<b>Local Health and Care Record Exemplar (LHCRE) Specific IPR</b>	N/A
<b>Supplier Owned Foreground IPR</b>	N/A
<b>Standard Licence Terms</b>	N/A
<b>Supplier Software and Third Party Software</b>	N/A
<b><u>Contract Price and Payment</u></b>	
<b>Contract Price</b>	
<b>Financial Model</b>	<p>The Suppliers' Financial Model, based on the proposal Details Cost (excluding VAT)</p> <p>Design of data collection materials</p> <ul style="list-style-type: none"> <li>• Questionnaire set up on Qualtrics and testing<sup>1</sup></li> <li>• Review and set up of local questions</li> <li>• Up to 5 questions can be added per each ICB</li> <li>• Design of standard cover letters and emails</li> <li>• Personalisation of cover letters/emails for each ICB</li> <li>• Production of survey materials for ICBs, including guidance staff list templates and comms pack</li> </ul> <p>Construction of survey sample</p> <ul style="list-style-type: none"> <li>• Pre-fieldwork briefing with ICBs</li> <li>• Sampling review, checking ICB staff lists to ensure</li> </ul>

<sup>1</sup> Testing relates to set up and testing of the online questionnaire and survey links. This is not in relation to cognitive testing of the questions.

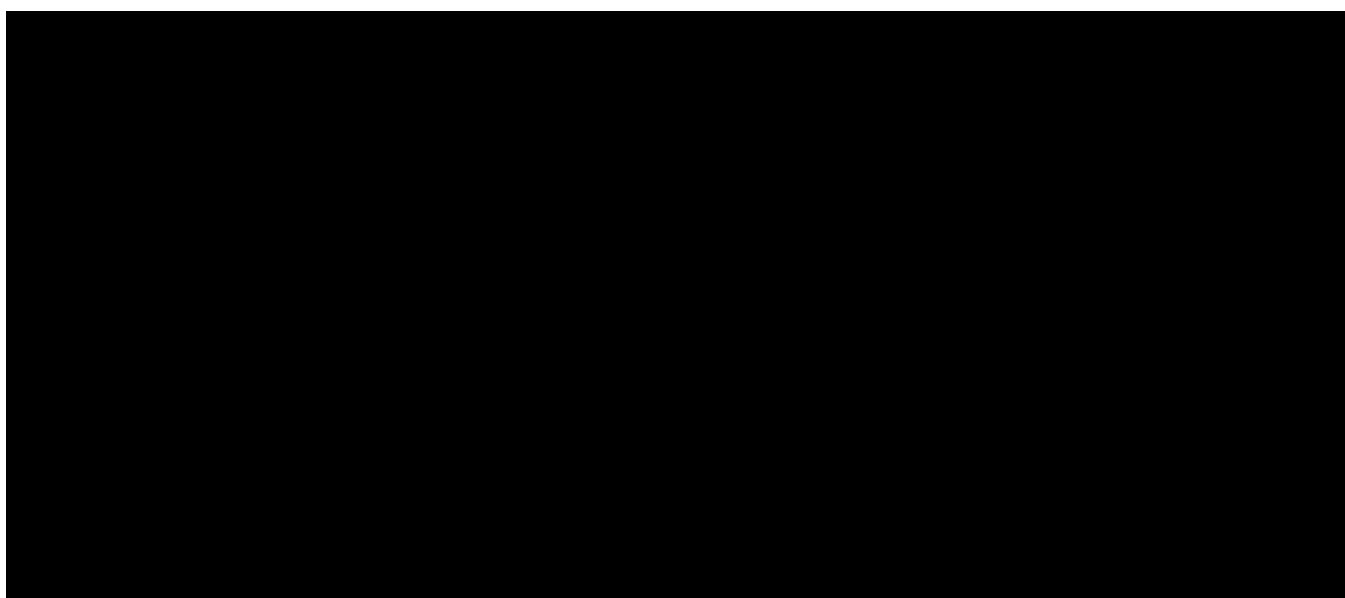


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<b>19 (Limitation of Liability)</b>	
<b>Contracts conditional on the execution of a Guarantee</b>	A guarantee is not applicable to this contract, see Annex 2
<b>Guarantee in favour of NHSE</b>	N/A
<b>Payment Provisions</b>	Invoice within 30 days of the end of each calendar month

**Signed by the authorised representative of each AUTHORITY (as applicable)**





**Signed by the authorised representative of each of the SUPPLIERS**

Name:	<div></div>	Signature	<div></div>
Position:	<div></div>		
<i>(Insert an additional signature block for each co-bidder)</i>			



## **Order Form Annexes**

### **Annex 1**

Part 1: Specification

Part 2: KPI Overview

Part 3: KPIs

Part 4: Calculation of Service Credits

Part 5: Termination Trigger for Accrued KPI Failures

Part 6: Excusing Events

### **Annex 2**

Extra Key Provisions

### **Annex 3**

Contract Price and Payment Terms

Maximum Payments on Unilateral Termination

Supplier's Financial Model

### **Annex 4**

Implementation Plan

### **Annex 5**

Information Security Management Plan

### **Annex 6**

Supplier Solution

### **Annex 7**

Processing of Personal Data

### **Annex 8**

Board Representations and Structures

### **Annex 9**

Standard Licence Terms



## Annex 10

Notified Sub-Contractors

## Annex 11

Supplier Software and Third Party Software

## Annex 1

### Annex 1 Part 1: Specification

#### 1.1 The Deliverables spec

##### Main object:

- ***Ahead of the national Primary Care Staff Survey roll out in autumn 2023, NHS England would like to run a sampling pilot using ICBs as the primary care organisation. ICBs would be required to identify a main survey lead and compile a complete list of all general practice staff within their ICS.***
- ***Picker would act as the local contractor and national survey provider***

##### Please also consider:

- *Provision of project management throughout the pilot including a kick off meeting,*
- *weekly meetings between NHS England and Picker, day to day management and*
- *liaison with ICBs.*
- *A risk management matrix will be used detailing perceived risks to the project, their likelihoods and potential impacts, as well as mitigation for those risks.*
- *A project timetable will be produced and kept updated throughout the pilot, with a project kick off meeting held in January 2023 to agree on timings for the remainder of the pilot.*
- *Up to seven ICBs will recruited by NHS England. One ICB will be recruited from each of the NHS England regions.*
- *Each ICB will collate and send one complete staff list to Picker for survey distribution.*
- *The questionnaire developed in the first pilot will be used with no further development.*
- *Costings do not include stakeholder engagement or cognitive testing.*
- *Standard cover letters and reminders will be produced. ICBs can choose to provide an additional paragraph to align content with their messaging.*
- *ICBs can choose to add up to 5 closed response local questions to the questionnaire which align with their workplace priorities.*
- *Pre-fieldwork briefing will be held with participating ICBs.*
- *Supporting materials including comms pack, sampling guidance, staff list template will be provided to ICBs.*



- *Online only methodology will be used. An online survey link will be sent to staff that have an email address, with six reminder emails. Staff without an email address will be sent a paper invitation, which will contain a link and password to access the survey online. A QR code will also be provided on paper invitations. Two reminder letters will follow initial paper invitation.*
- *Email and phone helpline support will be provided during fieldwork.*
- *Online live dashboards will be provided, which ICBs will be able to review their own real time results during fieldwork.*
- *Report of results relating to the People Promise themes will be provided at National, ICB, Place-based partnerships and PCN level<sup>1</sup>. Appropriate mapping of ICB to each level will be required.*
- *High level Practice results will be provided within PCN level report.*
- *Local reports will be produced for ICBs. Examples of two reports options are provided below.*
- *Evaluation report will be produced, reflecting on the use of ICBs as the primary organisation. The evaluation report will not discuss the questionnaire performance.*
- *Final presentation and discussion with NHS England on learning from the pilot.*

## **1.2 Division of Service provision between Suppliers/Sub-contractors**

The division of the services between Suppliers (where more than one Supplier) must be consistent with the completed Supplier Matrix, subject to any assignment/subcontracting permitted by the terms of the Framework Agreement after the commencement date of the Framework Agreement.

### **Supplier Matrix**

supplier	Service
██████████	██████████ will supply deliverables noted above in 1.1.
████████████████████	Printing and mailing of paper survey postal invites and reminders to staff without an email address.
████████████████████	Provide survey recipient support (email and freephone helpline) through the duration of fieldwork.
████████████████████	Contractor of data processor for data processing and visualisation platform. Will process all answers to surveys.

## **Annex 1 Part 2: KPI Overview**

### **Key Performance Indicators add**

1. Deliver spec below;



The Suppliers' Financial Model, based on the proposal  
Details Cost (excluding VAT)

Design of data  
collection materials

- Questionnaire set up on Qualtrics and testing2
- Review and set up of local questions
- Up to 5 questions can be added per each ICB
- Design of standard cover letters and emails
- Personalisation of cover letters/emails for each ICB
- Production of survey materials for ICBs, including guidance staff list templates and comms pack



Construction of survey sample

- Pre-fieldwork briefing with ICBs
- Sampling review, checking ICB staff lists to ensure accuracy



Data Collection and support for survey recipients and other users

- Survey distribution to staff
- Online only methodology (push to web)
- Staff with email addresses sent an email containing the survey link and six email reminders
- Staff without an email address sent a paper invitation with a link and password to access the survey online. QR code will also be provided. Two paper reminders will be sent. Picker have costed for 5%3 of staff to be sent a paper invitation and reminders.
- Email and phone helpline for support during fieldwork



Data processing and production of final datasets

- Set up and maintenance of online real time dashboards
- Data cleaning and processing



Data outputs and presentations

- Creation of flat reports (PowerPoint reports) at different reporting levels, e.g. National, ICB, PCN level. This includes benchmarking results against participating ICBs.
- Local reporting
- Breakdown levels specified by ICB
- Quality assurance of all reports
- Presentation of findings to NHS England
- Evaluation report



Project management

- Project kick off meeting
- Weekly meetings with NHS England and Picker



- Management and liaison with ICBs
- Project timetable produced and kept updated
- Risk management
- Qualtrics hosting

██████████  
Total ██████████



### **Annex 3**

#### **Contract Price and Payment Terms**

##### **Contract Price**

[REDACTED]

##### **Contract Price for permitted extensions to the Term**

N/A

##### **Suppliers' Financial Model (if applicable)**

### **Annex 4**

[REDACTED]



**Annex 8**

[As referenced in Schedule 18 of the Call-Off Terms and Conditions]

**BOARD REPRESENTATIONS AND STRUCTURES****Service Management Board Representation and Structure**

<b>Authority Members of Service Management Board</b>		<b>(Chairperson)</b>
<b>Supplier Members of Service Management Board</b>		
<b>Start Date for Service Board Management meetings</b>		
<b>Frequency of Service Board Management meetings</b>		
<b>Location of Service Board Management meetings</b>		

**Program Board Representation and Structure**

<b>Authority Members of Programme Board</b>	<b>(Chairperson)</b>
<b>Supplier Members of Programme Board</b>	



<b>Start Date for Programme Board meetings</b>	
<b>Frequency of Programme Board meetings</b>	
<b>Location of Programme Board meetings</b>	

### **Technical Board Representation and Structure**

<b>Authority Members of Technical Board</b>	<b>(Chairperson)</b>
<b>Supplier Members of Technical Board</b>	
<b>Start Date for Technical Board meetings</b>	
<b>Frequency of Technical Board meetings</b>	
<b>Location of Technical Board meetings</b>	

### **Risk Management Board Representation and Structure**



<b>Authority Members of Risk Management Board</b>	<b>(Chairperson)</b>
<b>Supplier Members of Risk Management Board</b>	
<b>Start Date for Risk Management Board meetings</b>	
<b>Frequency of Risk Management Board meetings</b>	
<b>Location of Risk Management Board meetings</b>	



## **Annex 9**

### **Standard Licence Terms**

Not applicable



## **Annex 10**

### **Notified Sub-Contractors**

Not applicable



## **Annex 11**

### **Supplier Software and Third Party Software**

Not applicable