


Health Systems Support Framework: Template Order Form

<u>References and Date</u>	
Order Reference Number	C238410
Date of Order Form	5 th March 2024
<u>Parties and Key Persons</u>	
Authority	<i>Department of Health and Social Care 39 Victoria Street London SW1H 0EU</i>
Suppliers	<i>Picker Institute Europe Suite 6 Fountain House 1200 Parkway Court John Smith Drive Oxford OX4 2JY</i>
Principal Supplier(s)	<i>Picker Institute Europe Suite 6 Fountain House 1200 Parkway Court John Smith Drive Oxford OX4 2JY</i>
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles ("Key Personnel")	
Contract Managers	

	<table border="1"> <tr> <td><i>Authority's Contract Manager</i></td><td><i>Contract</i></td><td>Redacted in accordance with Sec 40 and/or Sec 43 of the</td></tr> <tr> <td><i>Supplier's Contract Manager(s)</i></td><td><i>Contract</i></td><td>Redacted in accordance with Sec 40 and/or Sec 43 of the</td></tr> </table>	<i>Authority's Contract Manager</i>	<i>Contract</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the	<i>Supplier's Contract Manager(s)</i>	<i>Contract</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the
<i>Authority's Contract Manager</i>	<i>Contract</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the					
<i>Supplier's Contract Manager(s)</i>	<i>Contract</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the					
Lead Contract Manager (if applicable)	<p><i>Insert the Lead Contract Manager at the commencement of this Contract</i></p> <table border="1"> <tr> <td><i>Authority's Lead Contract Manager</i></td><td>Redacted in accordance with Sec 40 and/or Sec 43 of the</td></tr> <tr> <td><i>Supplier's Lead Contract Manager</i></td><td>Redacted in accordance with Sec 40 and/or Sec 43 of the</td></tr> </table>	<i>Authority's Lead Contract Manager</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the	<i>Supplier's Lead Contract Manager</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the		
<i>Authority's Lead Contract Manager</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the						
<i>Supplier's Lead Contract Manager</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the						
Person(s) to receive notices under the Contract	<table border="1"> <tr> <td><i>Authority's nominated person and contact details for service of notices</i></td><td> Redacted in accordance with Sec 40 and/or Sec 43 of the 39 Victoria Street London SW1H 0EU Redacted in accordance with Sec 40 and/or Sec 43 of the </td></tr> <tr> <td><i>Supplier's nominated person and contact details for service of notices</i></td><td> Redacted in accordance with Sec 40 and/or Sec 43 of the Picker Institute Europe Suite 6 Fountain House 1200 Parkway Court John Smith Drive Oxford OX4 2JY Redacted in accordance with Sec 40 and/or Sec 43 of the </td></tr> </table>	<i>Authority's nominated person and contact details for service of notices</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the 39 Victoria Street London SW1H 0EU Redacted in accordance with Sec 40 and/or Sec 43 of the	<i>Supplier's nominated person and contact details for service of notices</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the Picker Institute Europe Suite 6 Fountain House 1200 Parkway Court John Smith Drive Oxford OX4 2JY Redacted in accordance with Sec 40 and/or Sec 43 of the		
<i>Authority's nominated person and contact details for service of notices</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the 39 Victoria Street London SW1H 0EU Redacted in accordance with Sec 40 and/or Sec 43 of the						
<i>Supplier's nominated person and contact details for service of notices</i>	Redacted in accordance with Sec 40 and/or Sec 43 of the Picker Institute Europe Suite 6 Fountain House 1200 Parkway Court John Smith Drive Oxford OX4 2JY Redacted in accordance with Sec 40 and/or Sec 43 of the						
Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date	N/A						
<u>General</u>							

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 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.</p> <p>All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form.</p>																																				
Call-Off Terms and Conditions	<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>Definitions and Interpretations Provisions</td></tr> <tr> <td>Schedule 4</td><td>This Order Form</td></tr> <tr> <td>Schedule 5</td><td>Information Governance</td></tr> <tr> <td>Schedule 6</td><td>Security Management</td></tr> <tr> <td>Schedule 7</td><td>Standards</td></tr> <tr> <td>Schedule 8</td><td>Software</td></tr> <tr> <td>Schedule 9</td><td>Not used</td></tr> <tr> <td>Schedule 10</td><td>Not used</td></tr> <tr> <td>Schedule 11</td><td>Guarantee</td></tr> <tr> <td>Schedule 12</td><td>Not Used</td></tr> <tr> <td>Schedule 13</td><td>Change Control Process</td></tr> <tr> <td>Schedule 14</td><td>Calculation of Termination Sum</td></tr> <tr> <td>Schedule 15</td><td>Not Used</td></tr> <tr> <td>Schedule 16</td><td>Not used</td></tr> <tr> <td>Schedule 17</td><td>Benchmarking</td></tr> <tr> <td>Schedule 18</td><td>Governance</td></tr> </table>	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	Not used	Schedule 10	Not used	Schedule 11	Guarantee	Schedule 12	Not Used	Schedule 13	Change Control Process	Schedule 14	Calculation of Termination Sum	Schedule 15	Not Used	Schedule 16	Not used	Schedule 17	Benchmarking	Schedule 18	Governance
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	Not used																																				
Schedule 10	Not used																																				
Schedule 11	Guarantee																																				
Schedule 12	Not Used																																				
Schedule 13	Change Control Process																																				
Schedule 14	Calculation of Termination Sum																																				
Schedule 15	Not Used																																				
Schedule 16	Not used																																				
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.
Framework Agreement	The Health Systems Support Framework established by NHS England for and on behalf of NHS England and other contracting authorities. (the “ Framework Agreement ”).
Call-Off ITT	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.
Call-Off ITT Response	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.
Contract Meetings	Meetings between the supplier (Picker) and buyer (Thirlwall Inquiry) will be held on a fortnightly basis, prior to the deliverables being completed. This will be increased to weekly if either the buyer or supplier requires it.
Fast-track Change values	N/A
<u>Contract Term and Termination Provisions</u>	
Term of the Contract	<i>22nd January 2024 to 22 December 2024</i>
Extension of Term	N/A
Unilateral Authority right of termination notice period	N/A
Maximum Payments following Unilateral Authority right to terminate	N/A.
Maximum Permitted Profit Margin	N/A
Variation to Termination Sum calculation	N/A

Insurance on Expiry or Termination	<p><i>On the expiry or earlier termination of this Contract, the Suppliers are required to ensure that:</i></p> <ol style="list-style-type: none"> <i>1) unless otherwise required in the Extra Key Provisions, any ongoing liability that they have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of six (6) years from termination or expiry of this Contract; and</i> <i>2) where the Deliverables or any part of them could result in liability to any patient in respect of care and/or advice funded by an NHS body, any ongoing liability that the Suppliers have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of up to twenty-one (21) years from termination or expiry of this Contract.</i> <p><i>(See Clauses 20.8 and 20.9 of the Call-Off Terms and Conditions, respectively)</i></p>
<p style="text-align: center;"><u>Contract Deliverables</u></p>	
Deliverables	<p>The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (including without limitation any item, feature, material, outcome or output). The Deliverables are described at Annex 1 Part 1 of this Order Form ("the Specification"), shall be provided from the Deliverables Commencement Date set out below in accordance with the KPIs set out in the Specification.</p>
Priority Deliverable	<ol style="list-style-type: none"> <i>1. Delivery of neonatal staff survey</i> <i>2. Delivery of final report, summarising survey results.</i>
Deliverables Commencement Date	<p><i>22 January 2024</i></p>
Services Commencement Date	<p><i>22 January 2024</i></p>

Goods Commencement Date	N/A
Long Stop Date	N/A
Implementation Plan	The implementation plan set out at Annex 4 below.
Quality Plans	N/A
Information Security Management Plan	The information security management plan set out at Annex 5 below, as may be amended from time to time in accordance with Schedule 6 of the Call-Off Terms and Conditions.
Insurance	<i>Picker holds the following insurance levels:</i> <ul style="list-style-type: none"> • <i>Employers' liability £5 million</i> • <i>Public liability £10 million</i> • <i>Professional indemnity £5 million</i>
Supplier Specific Standards	N/A
<u>Premises and Property</u>	
Premises and Location(s) for the Delivery of the Deliverables	<i>Virtual.</i>
Property Licence(s) and/or Lease(s) granted to the Suppliers	N/A
<u>Information Governance</u>	
Information Governance Provisions (Schedule 5)	<i>The Authority shall act as a Controller and the Supplier shall act as a Processor.</i>
Processing of Personal Data	<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.</i>

<u>Intellectual Property Rights and Licencing</u>	
Intellectual Property	<i>As per Clause 14 of Schedule 2 of these Call-Off Terms and Conditions.</i>
Local Health and Care Record Exemplar (LHCRE) Specific IPR	<i>N/A</i>
Supplier Owned Foreground IPR	<i>N/A</i>
Standard Licence Terms	<i>N/A</i>
Supplier Software and Third Party Software	<p><i>No additional software has been licenced specifically for the delivery of the services.</i></p> <p><i>(Picker is utilising Qualtrics for the online survey (licenced software) and the sample checking platform to validate the staff lists (in-house software); Picker are not licencing either software to the Inquiry; only utilising them in the delivery of the contract).</i></p>
<u>Contract Price and Payment</u>	
Contract Price	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.
Financial Model	<i>N/A</i>
Total Contract Price for the purposes of Clause 19 (Limitation of Liability)	£46,040 (excluding VAT)

Contracts conditional on the execution of a Guarantee	<i>Indicate each Supplier that a Guarantee is required for.</i>
Guarantee in favour of NHSE	<i>Not applicable</i>
Payment Provisions	<p>The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in the Call-Off ITT and reproduced at Annex 3; and</p> <p>The level of reimbursement by the Suppliers to the Authority relating to any service credits in respect of failures by the Suppliers to meet the KPIs, as set out in the Call-Off ITT and reproduced at Annex 3.</p>

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

Name:	Redacted in accordance with Sec 40 and/or Sec 43 of the Freedom of Information Act 2000	Signature:	Redacted in accordance with Sec 40 and/or Sec 43 of the Freedom of Information Act 2000
Position:	Redacted in accordance with Sec 40 and/or Sec 43 of the Freedom of Information Act 2000	Date	05/03/2024

Signed by the authorised representative of each of the SUPPLIERS

Name:	Redacted in accordance with Sec 40 and/or Sec 43 of the Freedom of Information Act 2000	Signature	Redacted in accordance with Sec 40 and/or Sec 43 of the Freedom of Information Act 2000
Position:	Redacted in accordance with Sec 40 and/or Sec 43 of the Freedom of Information Act 2000	Date	5 th March 2024

Order Form Annexes

Annex 1

Part 1: Specification

Annex 2 - Not Used

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

Main objectives:

1. Survey design:
 - a. Initial work between Picker and Inquiry Secretariat to ensure the overall quality of survey design, promoting optimal data quality and meaningful insights by drawing on experience of surveys in the NHS.
 - b. Support the Inquiry with reviewing the draft survey and design of questions. Ensuring well-crafted questions that are clear, unbiased, and designed to elicit valuable qualitative and quantitative data.
 - c. Discussion and advice on open questions to collect qualitative data.
 - d. Quality assurance of the sample file.
2. Survey Hosting:
 - a. Develop and agree methodology to optimise the delivery of survey to neonatal staff in the NHS.
 - b. Use of existing platform to implement an effective survey hosting strategy, including timely distribution and user-friendly interfaces.
 - c. Employ proactive measures such as personalised reminders and follow-up communications to encourage high response rates.
 - d. Track and analyse response patterns in real-time to identify and address potential barriers to participation, ensuring a maximised return on the survey.
 - e. Ensure highest levels of confidentiality assurances.
3. Data Analysis and Reporting:
 - a. Utilise statistical methods to derive meaningful insights from quantitative responses.
 - b. Presentation of results during and after the survey period via a live reporting dashboard, showing results for each question.
 - c. Compile a draft report and data dashboard by 5 April 2024 and final report by the end of April 2024 that includes clear visuals, a summary of key findings and trends, using data tables and including a technical appendix.
 - d. Ensure that the report is accessible, easy to understand, and aligns with organizational goals for informed decision-making.

Milestones for delivery:

1. Survey design and distribution (by end of March 2024);
2. Draft report and dashboard (by 5 April 2024);
3. Final report (by end of April 2024)

1.2 Division of Service provision between Suppliers/Sub-contractors

N/A

Annex 1 Part 2: KPI Overview

Not used

1 N/A

Annex 1 Part 3: KPIs

Not used.

2. Secondary Key Performance Indicators

Not used.

3. Definitions

N/A

Annex 1 Part 4: Calculation of Service Credits

Not used.

Annex 1 Part 5: Termination Trigger for Accrued KPI Failures

Not used.

Annex 1 Part 6: Excusing Events

Not used.

Annex 2
Extra Key Provisions

N/A

Annex 3

Contract Price and Payment Terms

Contract Price

£46,040 excluding VAT

Payment will be made after successful delivery of Milestones as outlines in Annex 1 Part 1: Specification

Contract Price for permitted extensions to the Term

N/A

Total Contract Price for the purposes of Clause 19 (Limitation of Liability)

£46,040 excluding VAT

Suppliers' Financial Model (if applicable)

Redacted in accordance with Sec 40 and/or Sec 43 of the Freedom of Information Act (2000)



Annex 4

Implementation Plan (if any)

Redacted in accordance with Sec 40 and/or Sec 43 of the Freedom of Information Act (2000)



Annex 5

Information Security Management Plan

Picker is wholly committed to delivering high quality surveys, research and service improvement in a way that ensures patient confidentiality and protects the reputation of our clients. To meet this commitment we will maintain our current certifications to ISO 20252 and ISO 27001, and that we comply with General Data Protection Regulation, the Data Protection Act 2018 and the Market Research Society's (MRS) Code of Conduct.

Our systems and processes include a thorough approach to assessing and mitigating risk, and ensuring business continuity. We have procedures in place to ensure that any sub-contractors we use conform to our quality and information security systems. Our quality and information security management system seeks to continually improve the ways in which we work and the products we deliver to our clients. Picker aims to be an intelligent as well as a committed organisation that is always learning and developing new approaches.

In addition to the regular audit visits carried out by external bodies we have our own auditing and quality and information security management team. With the help of feedback from our clients, the team continuously monitors the quality of service we provide.

Picker operates an integrated quality system and is certified by SGS United Kingdom Ltd. to ISO20252:2019, the international standard for organisations conducting market and social research (certificate number GB08/74322). SGS are a UKAS accredited organisation No. 0005 to EN 45012:1998 for management systems certification.

Picker is certified by Alcumus ISOQAR to ISO27001:2013, the international standard for information security (certificate number 23715). Alcumus ISOQAR are a UKAS accredited organisation No. 0026 to ISO/IEC 17021-1: 2015 to provide management systems certification. Picker Institute Europe is registered with the Information Commissioner's Office.

Annex 6

Supplier Solution

N/A

Annex 7

Processing of Personal Data

This annex shall be inserted as the Annex to Schedule 5 of the Call-Of Terms and Conditions.

1. The Suppliers are only authorised to Process Personal Data in accordance with this Annex.
2. The Suppliers shall comply with any further written instructions with respect to Processing from the Authority from time to time.
3. Any such further instructions shall be incorporated into this Annex.

Description	Personal identifiable data
Subject matter of the processing	2 Data processing requirements by Picker for the purposes of: 2.1 Personal data of NHS Trust staff in relation to the Thirlwall Inquiry neonatal staff survey.
Duration of the processing	3 Duration of contract
Nature and purposes of the processing	For the purpose of: <ul style="list-style-type: none"> • Confirming the distribution list for the survey; • Hosting the survey; • Sending reminder emails for the survey; • Reporting on the survey conclusions.
Type of Personal Data	NAME OF STAFF MEMBER WORK EMAIL ADDRESS JOB TITLE STAFF GROUP JOB ROLE

Categories of Data Subject	Employees of NHS Trusts
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Any personal data stored on Picker PCs or physical servers will be deleted using certified data destruction software after a period of 6 months following the completion of the contract. This writes zeros over the current data, making it impossible to restore. All Picker hard disks are physically destroyed at the end of their lifecycle or due to malfunction. This is carried out prior to disposal or by a certified IT disposal company and a certificate of destruction obtained.

For the avoidance of doubt this list will be amended through the Contract Meetings as set out above and in line with the hssf call-off contract terms and conditions.

Annex 8

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

BOARD REPRESENTATIONS AND STRUCTURES

Board Representation and Structure (inc. program, service and risk management)

Authority Members of Service Management Board	Redacted in	(Chairperson, Redacted In
Supplier Members of Service Management Board	Redacted in accordance with Sec 40 and/or Sec	Redacted in accordance with Sec 40 and/or Sec 43 of the Freedom of Information Act (2000)
Start Date for Service Board Management meetings	31 January 2024	
Frequency of Service Board Management meetings	Fortnightly minimum	
Location of Service Board Management meetings	Virtual	

Annex 9

Standard Licence Terms

N/A

Annex 10

Notified Sub-Contractors

No sub contractors used in the delivery of the service

Annex 11

Supplier Software and Third Party Software

Supplier Software – N/A

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non- COTS)

Third Party Software – N/A

The Third Party Software includes the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non- COTS)