

OFFICIAL - SENSITIVE - COMMERCIAL

NHS England - PCSS Call-Off Order Form

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Primary Care Support Services

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ORDER FORM

NHS England Call-Off Agreement

Order No. 1

On 11 November 2014, the Framework Authority advertised the Contract Notice in the Official Journal of the European Union setting out its intention to establish a single supplier framework with the Supplier for the provision of primary care support services to the Framework Authority and other public sector bodies and invited expressions of interest from the private sector in becoming the Supplier.

On or about 11 August 2015, the Framework Authority and the Supplier entered into a contract (the "Framework Agreement") which permits Potential Customers to purchase any of the Services from the Supplier in accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement.

In accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement, the Customer has decided to enter into this Call-Off Agreement with the Supplier for the provision of the Services in accordance with and subject to the terms and conditions of the Call-Off Terms as amended and supplemented by this Call-Off Order Form.

The Parties agree that, solely for the purposes of this Call-Off Agreement, all of the schedules applicable to this Call-Off Order Form are in the form appended to this Call-Off Order Form.

In this Call-Off Order Form, unless the context otherwise requires, capitalised words shall have the meanings set out in Schedule 1 (Definitions) to the Framework Agreement.

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Table of Appendices

Appendix 4	Transition Plan
Appendix 5	Outline Transformation Plan
Appendix 11	Assets

All other Appendices are "not used" for the purpose of this Call-Off Order Form.

In the event that there are any cross references to Appendices to the Call-Off Order Form which are not attached to this Call-Off Order Form these shall be deemed to be cross references to the equivalent applicable Schedules attached to this Call-Off Order Form.

Call-Off Terms

The Call-Off Terms are attached to this Call-Off Order Form for convenience and are in same form as attached to the Framework Agreement at Schedule 2.2.

Form of Schedules to the Call-Off Terms applicable for this Call-Off Order Form and appended to it

Schedule 1	Definitions
Schedule 2.1	Call-Off Service Description
Schedule 2.2	Service Levels
Schedule 2.3	Standards
Schedule 2.4	Service Reports
Schedule 2.5	Security Management
Schedule 2.6	Transition Plan
Schedule 2.7	Transformation Plan
Schedule 2.8	Testing
Schedule 2.9	Assets
Schedule 3.1	Supplier Solution
Schedule 3.2	Commercially Sensitive Information
Schedule 3.3	Subcontractors

Schedule 3.4	Software
Schedule 4.1	Charges and Invoicing
Schedule 4.2	Payments on Termination
Schedule 4.3	Customer Responsibilities
Schedule 4.4	Financial Reports and Audit Rights
Schedule 4.5	Value for Money Provisions
Schedule 5.1	Call-Off Governance
Schedule 5.2	Change Control Procedure
Schedule 5.3	Exit Management
Schedule 5.4	Dispute Resolution Procedure
Schedule 5.5	Conduct of Claims
Schedule 5.6	Records Management
Schedule 5.7	Business Continuity and Disaster Recovery
Schedule 6.1	Staff Transfer
Schedule 6.2	Key Personnel

Section 1: Customer Details

Customer	National Health Service Commissioning Board (known as NHS England)
Address	Quarry House, Quarry Hill, Leeds, LS2 7PD

The Service Recipients for the purpose of this Call-Off Agreement are:

Service Recipients	<p>Primary care practitioners (including General Practitioners, General Practitioner Registrars, Pharmacists, Dentists, and Optometrists / Ophthalmic medical practitioners and trainees of any of the foregoing) in England.</p> <p>Clinical Commissioning Groups in England.</p> <p>Public Health England Breast Screening Office.</p> <p>The Ministry of Defence bodies responsible for the delivery of Defence Medical Services.</p>
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Section 2: Preliminaries

Conditions Precedent	The prior written consent of the Framework Authority is not necessary for this Call-Off Order Form.
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Section 3: Call-Off Agreement Particulars

Call-Off Service Description	The Call-Off Service Description applicable to this Call-Off Agreement is set out at Schedule 2.1 (Call-Off Service Description), as attached to this Call-Off Order Form.
Supplier Solution	The Supplier Solution applicable to this Call-Off Agreement is set out at Schedule 3.1 (Supplier Solution), as attached to this Call-Off Order Form.
Service Levels	The Service Level schedule applicable to this Call-Off Agreement is set out at Schedule 2.2 (Service Levels), as attached to this Call-Off Order Form,
Initial Term	The Initial Term shall be 84 months commencing on the Service Commencement Date.
Customer Responsibilities	<p>The Customer Responsibilities which the Customer shall perform are set out in Schedule 4.3 (Customer Responsibilities), as attached to this Call-Off Order Form.</p> <p>The Supplier's Mitigation Strategy applicable to this Call-Off Agreement is set out at Annex 1 of Schedule 4.3 (Customer Responsibilities).</p>
Staff Transfer	Pursuant to Clause 22.1.1 of the Call-Off Terms, the Customer anticipates that the following Part(s) of Schedule 6.1 (Staff Transfer) shall apply to this Call-Off Agreement (<i>tick as applicable</i>):

		<input checked="" type="checkbox"/> Part A <input checked="" type="checkbox"/> Part B <input type="checkbox"/> Part C <p>As one or more of Parts A, B and C, are anticipated to apply to this Call-Off Agreement, Part D of Schedule 6.1 shall also apply.</p>
	Transition Plan	The Transition Plan applicable to this Call-Off Agreement is set out at Appendix 4 (Transition Plan) to this Call-Off Order Form.
	Outline Transformation Plan	The Outline Transformation Plan applicable to this Call-Off Agreement is set out at Appendix 5 (Outline Transformation Plan) to this Call-Off Order Form.
	Commercially Sensitive Information	Commercially Sensitive Information applicable to this Call-Off Agreement is set out at Schedule 3.2 (Commercially Sensitive Information), as attached to this Call-Off Order Form.
	Sub-Contractors	The Sub-Contractors the Supplier is entitled to sub-contract its obligations under this Call-Off Agreement to are set out at Schedule 3.3 (Sub-Contractors), as attached to this Call-Off Order Form.
	Software	The Software applicable to this Call-Off Order Agreement is set out at Schedule 3.4 (Software), as attached to this Call-Off Order Form.
	Security Management	The Security Management schedule applicable to this Call-Off Agreement is set out at Schedule 2.5 (Security Management), as attached to this Call-Off Order Form.
	Testing	The Testing schedule applicable to this Call-Off Agreement is set out at Schedule 2.8 (Testing), as attached to this Call-Off Order Form.
	Assets	<p>Customer Transferring Assets</p> <p>Are there any assets which are to transfer from the Customer to the Supplier pursuant to this Call-Off Agreement and which are to be treated as "Customer Transferring Assets"?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "Yes", the Customer Transferring Assets which the Customer has agreed with the Supplier prior to the submission of this Call-Off Order Form are listed in Appendix 11.</p> <p>Customer Transferring Assets Purchase Price</p> <p>The price payable for the Customer Transferring Assets pursuant to Paragraph 3.5 of Schedule 2.9 (Assets) of the Call-Off Agreement is [REDACTED]</p>

	Delay Payments	The Parties agree that Delay Payments shall not be applicable to this Call-Off Agreement.
	Framework Agreement (version)	This Call-Off Agreement is made pursuant to the Framework Agreement dated 11 August 2015.

Section 4: Personnel and Governance

	Key Personnel	The Key Personnel applicable to this Call-Off Agreement are set out at Schedule 6.2 (Key Personnel), as attached to this Call-Off Order Form.	
	Governance	Details of the governance boards applicable to this Call-Off Agreement are set out at Schedule 5.1 (Governance Boards), as attached to this Call-Off Order Form.	
	Customer Representative	Name	[REDACTED]
		Address	Skipton House, 80 London Rd, London SE1 6LH
		Telephone No.	[REDACTED]
		Email	[REDACTED]
	Supplier Representative	Name	[REDACTED]
		Address	71 Victoria Street, Westminster, London, SW1H 0XA
		Telephone No.	[REDACTED]
		Email	[REDACTED]
	Customer Notice Recipient	Name	[REDACTED]
		Address	Skipton House, 80 London Rd, London SE1 6LH
		Email	[REDACTED]
	Supplier Notice Recipient	Name	[REDACTED]
		Address	71 Victoria Street, Westminster, London, SW1H 0XA
		Email	[REDACTED]

Section 5: Project management

	Customer Project Manager	Name	██████████
		Address	Skipton House, 80 London Rd, London SE1 6LH
		Telephone No.	██████████
		Email	████████████████████
	Supplier's Project Manager	Name	██████████
		Address	71 Victoria Street, Westminster, London, SW1H 0XA
		Telephone No.	██████████
		Email	████████████████████

Section 6: Financial Reports, Charges and Invoicing and Limits on Liability

	Initial Financial Model	The Initial Financial Model applicable to this Call-Off Agreement is as set out at Annex 1 of Schedule 4.4 (Financial Reports and Audit Rights), as attached to this Call-Off Order Form.
	Charging	Details of the charging regime applicable to this Call-Off Agreement are set out at Schedule 4.1 (Charges and Invoicing), as attached to this Call-Off Order Form.
	Invoice Address	NHS England, X24 Payables K005, Phoenix House, Topcliff Lane, Topcliff, Wakefield, WF3 1WX FAO: ██████████
	Payments on Termination	The Payments on Termination schedule applicable to this Call-Off Agreement is set out at Schedule 4.2 (Payments on Termination), as attached to this Call-Off Order Form.
	Limitations on Liability	<p>The relevant financial limit of liability in respect of Clause 39.4.1 of the Call-Off Terms for the purposes of this Call-Off Agreement is ██████████.</p> <p>The relevant financial limit of liability in respect of Clause 39.4.3.5(a) of the Call-Off Terms for the purposes of this Call-Off Agreement is ██████████.</p> <p>The relevant financial limit of liability in respect of Clause 39.4.3.5(b) of the Call-Off Terms for the purposes of this Call-Off Agreement is ██████████.</p> <p>The relevant financial limit of liability in respect of Clause 39.6.2.1 of the Call-Off Terms for the purposes of this Call-Off Agreement is ██████████.</p> <p>The relevant financial limit of liability in respect of Clause 39.6.2.2 of the Call-Off Terms for the purposes of this Call-Off Agreement is ██████████.</p> <p>The relevant financial limit of liability in respect of Clause 39.6.2.3 of the</p>

	<p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted] <p>[Redacted]</p>
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Amend Clause 8.3.1.1 by inserting the following at the beginning of the Clause:

"subject to Clause 8A,"

After Clause 8.11, insert a new Clause 8A as follows:

8A. Legal Compliance Report

8A.1 Within three months of the Service Commencement Date, the Supplier shall submit a written report to the Customer, setting out details of:

8A.1.1 any areas of the Services which are not, or may not be, compliant with Law;

8A.1.2 how, in relation to any areas of the Services which are not, or may not be, compliant with Law, the Supplier proposes to remedy non-compliance with Law; and

8A.1.3 all data, supporting evidence or other information as is available to the Supplier or has been used by the Supplier in connection with the matters described in Clauses 8A.1.1 and 8A.1.2,

such report being the "**Legal Compliance Report**".

8A.2 The Supplier shall meet with the Customer at least monthly intervals following the first Service Review Board (or as otherwise agreed between the parties) in order to:

8A.2.1 provide the Customer with updates on its progress in producing the Legal Compliance Report;

8A.2.2 identify and discuss the issues and potential solutions that the Legal Compliance Report are likely to identify; and

8A.2.3 receive feedback from the Customer on the issues and potential solutions that the Legal Compliance Report is likely to identify, which the Supplier shall be obliged to take reasonable account of:

8A.2.3.1 for the next meeting in accordance with this Clause 8A.2; and

8A.2.3.2 in producing the Legal Compliance Report to be submitted in accordance with Clause 8A.1.

8A.3 The Customer shall have the right to request copies of any documentation that the Supplier has obtained, produced or otherwise used in connection with producing the Legal Compliance Report (including the materials identified by the Supplier in accordance with Clause 8A.1.3 above and in connection with the meetings held pursuant to Clause 8A.2), and the Supplier shall provide such documentation within 5 Working Days of such request.

8A.4 Following receipt of the Legal Compliance Report, and any further evidence requested in accordance with Paragraph 8A.3, the Customer shall:

8A.4.1 review and comment on the Legal Compliance Report as soon as reasonably

	<p>practicable;</p> <p>8A.4.2 notify the Supplier in writing whether it:</p> <p>8A.4.2.1 approves the draft Legal Compliance Report (in whole or in part) ; or</p> <p>8A.4.2.2 acting reasonably) rejects the Legal Compliance Report (in whole or in part),</p> <p>in each case as soon as reasonably practicable, and in any event, no later than 5 Working Days after the date on which the Legal Compliance Report or the further evidence provided in accordance with Paragraph 8A.3 is delivered to the Customer (whichever is the later).</p> <p>8A.5 The Supplier acknowledges that the Customer shall be deemed to be acting reasonably in rejecting all or part of the Legal Compliance Report if it is not satisfied that:</p> <p>8A.5.1 it accurately reflects the current status of the Services' compliance with Law; and/or</p> <p>8A.5.2 the proposal required under Paragraph 8A.1.2 proposes an adequate plan in respect of remedying any non-compliance with Law.</p> <p>8A.6 If the Customer rejects the Legal Compliance Report (in whole or in part):</p> <p>8A.6.1 the Customer shall inform the Supplier in writing of its reasons for its rejection and may include counter proposals for how the Supplier should remedy non-compliance with Law; and</p> <p>8A.6.2 the Supplier shall then revise the Legal Compliance Report or the relevant parts thereof (taking reasonable account of the Customer's comments) and shall re-submit a revised Legal Compliance Report or part thereof to the Customer for the Customer's approval within 5 Working Days of the date of the Customer's notice of rejection or partial rejection. The provisions of Paragraphs 8A.4 and 8A.5 and this Paragraph 8A.6 shall apply again to any resubmitted parts of the draft Legal Compliance Report until any rejected elements are approved by the Customer, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.</p> <p>8A.7 Following approval or partial approval of the Legal Compliance Report by the Customer, the parties shall work together in good faith to develop and document (by reference to the approved Legal Compliance Report):</p> <p>8A7.1 any agreed exceptions to the obligation to comply with Law to the minimum extent necessary; and</p> <p>8A.7.2 a clearly defined and time-bound plan to ensure all aspects of the Services are compliant with Law as soon as reasonably practicable, and in any event by no later than the Transformation Completion Date (such plan being the "Legal Compliance Remediation Plan"),</p> <p>as soon as reasonably practicable, and in any event within one month of approval of the Legal Compliance Report. The Supplier shall comply with the agreed Legal Compliance</p>
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Section 9: Framework Authority Consent

The consent of the Framework Authority is a Condition Precedent for the purpose of Clause 2 (Conditions Precedent) of the Call-Off Agreement. The Framework Authority shall record its consent to the creation of a Call-Off Agreement between the Supplier and the Customer by the Framework Authority Representative (or his or her authorised delegate) completing this Section 9:

Signature	N/A- See Section 2
Print Name	N/A
Title	N/A
Date	N/A

Section 10: Formation of Call-Off Agreement

Subject to Section 9 of this Call-Off Order Form, the execution of this Call-Off Order Form by the Supplier and the Customer (which may be executed in any number of counterparts, and by the Parties on separate counterparts) shall create a valid and legally binding contract comprising the Call-Off Terms as amended and supplemented by this Call-Off Order Form. This Call-Off Order Form shall not be effective until each Party has executed at least one counterpart.

Each counterpart shall constitute an original of this Call-Off Agreement, but all the counterparts shall together constitute one and the same instrument.

SIGNED for and on behalf of the Customer:

Signature	
Print Name	
Title	
Date	

SIGNED for and on behalf of the Supplier:

Signature	
Print Name	
Title	
Date	

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Appendix 4

Transition Plan

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Appendix 5

Outline Transformation Plan

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Appendix 11

Assets

List of Transferring Assets

Consolidated Owned

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NHAIS Server assets - owned

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NHAIS Printers - owned

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