

### National Framework for the Provision of Clinical and Healthcare Staffing

#### Annex 1: Order Form

##### FROM:

<b>CONTRACTING AUTHORITY</b>	Department of Health and Social Care
<b>CONTRACTING AUTHORITY ADDRESS</b>	39 Victoria Street London SW1H 0EU England
<b>INVOICE ADDRESS (if different)</b>	REDACTED@nhs.net Payment and Invoicing 39 Victoria Street Westminster London SW1H 0EU
<b>CONTRACTING AUTHORITY AUTHORISER NAME</b>	REDACTED REDACTED @genomicsengland.co.uk
<b>ORDER NUMBER</b>	WP 1428 / CCZX21A44
<b>ORDER DATE</b>	1 <sup>st</sup> of April 2021
<b>COMMENCEMENT DATE</b>	22 <sup>th</sup> of April 2021
<b>ANTICIPATED END DATE</b>	31 <sup>st</sup> of October 2021

##### TO:

<b>SUPPLIER</b>	Maxxima Limited
<b>SUPPLIER'S ADDRESS</b>	Turnford Place Great Cambridge Road, Turnford, Bloxbourne, England, EN10 6NH
<b>ACCOUNT MANAGER</b>	Name: REDACTED Tel: REDACTED E-mail: REDACTED @acaciumgroup.com
<b>PART 1: SERVICE REQUIREMENT</b>	
<b>PART 1.1: SERVICE AND DELIVERABLES REQUIRED:</b> Temporary Worker Requirements:  Quality Leads are required to integrate into the Run and Use case pilots as part of the testing programme to give the programme and PHCO assurance that incident management and clinical governance is being implemented safely, appropriately and effectively.	



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NHS North of England Commercial Procurement Collaborative

Key Responsibilities:	
<ul style="list-style-type: none"> <li>• To ensure accurate and timely recording of information and data</li> <li>• To ensure documentation and records are complete and up to date within use cases</li> <li>• To facilitate and lead quality assurance support to incident management cases</li> <li>• Perform quality critical checks on testing services to ensure compliance has been maintained to assure service quality</li> <li>• Participate in incident management investigations</li> <li>• Responsibility for functioning at the 'interface' of the use case and DHSC to ensure effective communication and coordination of quality assurance activity</li> <li>• Accountability for the oversight of all quality assurance requirements of the end to end testing service outlined in the Clinical SOP including oversight of delivery of the clinical risk assessments and incident reporting and management systems.</li> <li>• Undertake quality assurance activity at the request of clinical governance and assurance bodies and PHCO</li> <li>• Identify areas of concern from the information available and work with use case and PHCO colleagues on improvement activity</li> <li>• Responsible for the production and monitoring of quality assurance reports and papers, both routine and ad hoc</li> <li>• Support the sharing of good practice and learning from incidents across the testing programme</li> </ul>	
<b>LOT: (If Lots 1-5, please indicate if Master Vendor)</b>	3
<b>NUMBER OF ROLES REQUIRED:</b>	2
<b>NUMBER OF CVS REQUIRED:</b>	2
<b>JOB ROLE/TITLE:</b>	Quality Lead
<b>PAY BAND/GRADE:</b>	Not Applicable
<b>HOURS/DAYS REQUIRED:</b>	Role 1 T&T9776 7.5h per day, 128 days Role 2 T&T9777 7.5h per day, 135 days
<b>ANY UNSOCIAL HOURS REQUIRED? (GIVE DETAIL)</b>	Not Applicable
<b>RELEVANT RISK ASSESSMENT/SAFEGUARDING REQUIREMENTS</b>	As required by the customer and dictated by local working arrangements
<b>IMMUNISATION REQUIREMENTS</b>	As required by the customer and dictated by local working arrangements
<b>HIGH COST AREA SUPPLEMENT?</b>	No High Cost Area
<b>SKILLS, TRAINING AND QUALIFICATIONS NECESSARY TO PERFORMANCE OF THE ROLE:</b>	<ul style="list-style-type: none"> <li>• Clinical / Scientific qualification</li> </ul>



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	<ul style="list-style-type: none"> <li>• Experience of working in a healthcare environment in service user quality and safety</li> <li>• Experience of risk management systems</li> <li>• Experience of report writing</li> </ul>												
<b>PERSON AND DEPT TO WHOM WORK-SEEKER SHOULD REPORT AT START:</b>	REDACTED												
<b>EXPENSES</b>	Not applicable												
<b>ADDITIONAL REQUIREMENTS:</b>	Not applicable												
<b>SHIFT START DATE:</b>	Role 1 T&T9776 04/05/2021 Role 2 T&T9777 22/04/2021												
<b>PART 1.2: PAYMENT PROFILE WILL BE 'ON COMPLETION OF WORKS' AS PER PARAGRAPH 9.3 OF SCHEDULE 2 OF THESE CALL-OFF TERMS AND CONDITIONS.</b>													
<b>DISCOUNTS APPLICABLE:</b>	REDACTED % in total (REDACTED % on margin from agency)												
<b>METHOD OF PAYMENT</b>	BACS 30 days from invoice date												
<b>PART 1.3: ACCEPTANCE PRIOR TO PAYMENT</b>													
<p>Weekly timesheets for approval by relevant business owner.</p> <p>Timesheets to be provided for approval. Team holidays and absences are also recorded in spreadsheets held on Teams platform.</p> <p>Invoice to quote a valid PO number</p>													
<b>PART 2: CONTRACTING AUTHORITY CONTRACTUAL REQUIREMENTS &amp; DELIVERABLES</b>													
<p>This is for a Direct award to a supplier who has already been successful in securing a place on the Workforce Alliance framework, RM6161. T&amp;C's apply.</p> <table border="1" data-bbox="311 1451 1342 1771"> <thead> <tr> <th>Role</th><th>Rate</th><th>Units required</th><th>Discount applied</th></tr> </thead> <tbody> <tr> <td colspan="4"><b>Charged days</b></td></tr> <tr> <td>           T&amp;T9776            REDACTED            Start from 04/05/2021            Complete by 31/10/2021         </td><td>           £ REDACTED /hour based on 7.5hours/day         </td><td>128 units of days</td><td>           REDACTED % in total            (REDACTED % on margin from agency)         </td></tr> </tbody> </table>		Role	Rate	Units required	Discount applied	<b>Charged days</b>				T&T9776 REDACTED Start from 04/05/2021 Complete by 31/10/2021	£ REDACTED /hour based on 7.5hours/day	128 units of days	REDACTED % in total (REDACTED % on margin from agency)
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<b>Total excl. VAT</b>		<b>£ 106,830.60</b>	
<b>PART 3: FURTHER-COMPETITION ORDER - ADDITIONAL REQUIREMENTS (IF APPLICABLE)</b>			
Not applicable			
<b>PART 3.1: SUPPLEMENTARY REQUIREMENTS IN ADDITION TO CALL-OFF TERMS AND CONDITIONS:</b>		Not applicable	
<b>PART 3.2: VARIATIONS TO CALL-OFF TERMS AND CONDITIONS:</b>		<p>The Parties agree that the following changes to the Call Off Terms and Conditions shall apply to the provision of Services by the Service Provider under this Order Form, and shall replace those clauses in the Call Off Terms and Conditions as applicable; Clause 16.3 shall be amended as follows:-</p> <p>16.3.1 Either party has the right to terminate this Contract at any time without reason or liability by giving other party at least thirty (30) days' notice and if the Contract is so terminated by the Contracting Authority, clause 17 of this Schedule 2 applies.</p> <p>16.3.2 Termination in Relation to Framework Agreement</p> <p>Either party may terminate this Call Off Contract by providing written notice to the other party if the Framework Agreement is terminated for any reason whatsoever.</p> <p>16.3.3 Termination in Relation to Variation</p>	

	<p>Either party may terminate this Call Off Contract by providing written notice to the other party for failure of the Parties to agree or implement a Variation in accordance with the Variation Procedure.</p> <p>36.5.2 shall be replaced with;</p> <p>The Contracting Authority shall, through its CNST scheme be responsible for the indemnification of Temporary Workers supplied under this Call Off Agreement in respect of claims or proceedings arising out of clinical acts or omissions during diagnosis, care or treatment of the Contracting Authority's patients, arising under common law.</p> <p>Schedule 1: Definitions shall be amended as follows;</p> <p>Definition of "Temporary Worker" shall be added;</p> <p>means a Worker who is engaged by the Contracting Authority on either a temporary assignment or a fixed term assignment and at all times shall be under the direction, supervision and control of the Contracting Authority whilst on assignment.</p>
<b>PART 4: PERFORMANCE OF THE SERVICES AND DELIVERABLES</b>	
<b>PART 4.1: KEY PERSONNEL OF THE SERVICE PROVIDER TO BE INVOLVED IN THE SERVICES AND DELIVERABLES:</b>	<p>REDACTED</p> <p>REDACTED</p>
<b>PART 4.2: SUB-CONTRACTORS TO BE INVOLVED IN THE SERVICES AND DELIVERABLES:</b>	Not applicable
<b>PART 5: CONFIDENTIAL INFORMATION</b>	
<b>PART 5.1: THE FOLLOWING INFORMATION SHALL BE DEEMED COMMERCIAL SENSITIVE INFORMATION OR CONFIDENTIAL INFORMATION:</b>	<ul style="list-style-type: none"> <li>Any information relating to the relationship between the parties, except where such information is of a general nature and does not relate to the operations and procedures of the Supplier</li> </ul>

	<ul style="list-style-type: none"> <li>• Pricing between the parties under the contract</li> <li>• Information relating to any other contracts held by the Supplier</li> <li>• Information relating to staff employed by the Supplier</li> <li>• Any and all financial and commercially sensitive Information not in the public domain</li> <li>• Information given on operational processes and procedures The Supplier requests that any information requests pertaining to the relationship between the parties or information held by the Authority about the Supplier, whether requested under the FOIA or otherwise, be communicated to the Supplier in the first instance</li> </ul>
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**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Contracting Authority to provide to the Contracting Authority the Services specified in the Service Order Requirements set out in this Order Form [(together with where completed and applicable, the further-competition order (additional requirements)] incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement between the Supplier and the Authority.

**FOR AND ON BEHALF OF THE SUPPLIER:**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>SIGNATURE:</b>	
<b>DATE:</b>	

**FOR AND ON BEHALF OF THE CONTRACTING AUTHORITY:**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>SIGNATURE:</b>	
<b>DATE:</b>	

**Order Form FAQs**

**When should I use this order form?** – this form should be completed when you have agreed to source Temporary Worker/s from a Supplier using either a direct award or following completion of a further competition.

**Who should I send the form to?** – Once you have filled out the form it should be sent to the Supplier for signature. Both you and the Supplier should keep a signed copy of the form.

**Who is the Contracting Authority?** - This is your organisation. Whoever is paying the invoices should be entered here

**Who is the Supplier?** - The Recruitment Agency you are hiring the Temporary Worker from.

**What is a Call-Off Contract?** - is an individual contract between a Supplier and Contracting Authority for the provision of services, goods or works (deliverables) under the terms and conditions of the overarching framework contract. A Call-off from a framework is that final part Suppliers and Contracting Authority's need to complete to begin working with each other.

**What are “deliverables”?** - This is a statement of what the Contracting Authority requires as part of the contract.

**What should I enter in “Order number”?** - A specific reference given/assigned by you, the Contracting Authority, that clearly identifies work undertaken as part of this call off.

**What should I enter in “Order Date”?** - The date that the terms of the call off are agreed.

**What is the “Commencement Date”?** - When supply is agreed to commence. This can be different from the order date e.g. the start of the next term.

**What is the “Anticipated end date”?** - This is a date defined by the Contracting Authority and can be any duration, 6 months etc. to suit the Contracting Authority's needs. Note: the period should be long enough to ensure fair provision of services by the Supplier/s and that it gives reasonable time for any Contracting Authority conclusions to be made. Include here any contract extension options detailing how the call off may be continued after the Anticipated End Date.