

Order Form - Confidential When Complete

Call-off Contract Details	
Title of Framework Agreement:	Consultancy and Advisory Services for Health
Framework Agreement Reference:	SBS10197
Lot number:	Lot 2
Call-off procedure used: [Further Competition/Direct Award]	Direct Award
Total Call-off Contract Value:	£28,000 ex VAT
Order Form Reference No:	CASH_086
Authority Contact Details:	
Name:	Business Services Team
Category Generic Email Address:	nsbs.nhsbusinessservices@nhs.net

Order Form Details

This Order Form sets out the agreement between the following Parties and in accordance with the Terms and Conditions of the Framework Agreement and the Call-off Terms and Conditions.

Period of the Agreement			
Commencement Date:	01/08/2024	Expiry Date:	31/07/2026
Extension Period(s): [Optional]	Option to extend by a 12 month period		
Maximum Permissible Term	36 months		

Unless otherwise agreed by both Parties, this Order Form will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Approved Organisation continues to access the Supplier's Goods and/or Services, the terms of this Contract shall apply on a rolling basis until the overarching Framework Agreement expiry date.

In circumstances where the Framework Agreement had already expired and the Approved Organisation continues to access the Supplier's Goods and/or Services, then the terms of this Contract shall apply on a rolling basis until the expiry of the Call-off Terms and Conditions' maximum permissible term (as set out above).

Any capitalised terms shall have the meaning given to such terms in the Call-off Terms and Conditions.

Supplier Order Form Signature Panel

The "Supplier"	
Name of Supplier:	Primary Care Commissioning CIC
Name of Supplier Authorised Signatory:	[REDACTED]
Job Title of Supplier Authorised Signatory:	Chief Executive
Contact Details Email Address:	[REDACTED]
Contact Details Phone Number:	[REDACTED]
Address of Supplier:	Suite 1A, West Village, 114 Wellington Street, Leeds, LS1 1BA

Signature of Authorised Signatory	Signature of Authorised Signatory: Signed via Docusign on 31/07/2024
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Approved Organisation Order Form Signature Panel

The "Approved Organisation"	
Name of Approved Organisation:	NHS Business Services Authority
Name of Approved Organisation Authorised Signatory:	[REDACTED]
Job Title of Approved Organisation Authorised Signatory:	Senior Commercial Manager
Contact Details Email Address:	[REDACTED]
Contact Details Phone Number:	[REDACTED]
Address of Approved Organisation:	Stella House, Goldcrest Way, Newburn Riverside, Newcastle upon Tyne, NE15 8NY

Signature of Approved Organisation Authorised Signatory	Signature of Approved Organisation Authorised Signatory: Signed via Docusign on 31/07/2024
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Please Note: Each Party's respective Authorised Signatory above shall also be that Party's authorised representative for the purposes of Clause 21.2 of Schedule 2 of the Call-off Terms and Conditions in respect of any variations to the Call-off Contract during its Term.

Subject to the Parties complying with Clause 28 (Assignment, novation and Sub-contracting) of Schedule 2 of the Call-off Terms and Conditions, this Order Form shall remain in force regardless of any change of organisational structure to the above-named Approved Organisation or Supplier and shall be applicable to any successor organisations as agreed by both Parties.

As per the Framework Agreement, the Supplier shall forward a copy of the jointly signed Order Form to the Authority by no later than 5 (five) Business Days of it being executed.

Agreement

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1. Agreement Overview

This Order Form represents an agreement between the Parties listed above pursuant to the Framework Agreement listed above for the provision of Goods and/or Services as outlined below. This Order Form in conjunction with the Call-off Terms and Conditions outlines the parameters for the provision of Goods and/or Services as they are mutually understood by the Parties. The Framework Agreement terms and conditions (including the Specification) will apply in all instances, unless specifically agreed otherwise by both Parties within this Order Form.

2. Stakeholders

The primary stakeholders from the Supplier and the Approved Organisation will be responsible for the day-to-day management of the Call-off Terms and Conditions, this Order Form and the delivery of the Goods and/or Services. If different from the Authorised Signatory details listed on page 1 of this Order Form, please provide the names of the Contract Managers associated with this Order Form.

Supplier Call-off Contract Manager Details:	
Supplier Call-off Contract Manager:	
Supplier Call-off Contract Manager contact details:	
Approved Organisation Contract Manager Details:	
Approved Organisation Call-off Contract Manager:	
Approved Organisation Call-off Contract Manager contact details:	

3. Periodic Review

In accordance with Clause 15.1 of the Call-off Terms and Conditions, this Order Form is valid from the **Commencement Date** outlined herein and is valid until the **Expiry Date** (as set out above) as agreed. This Order Form should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Call-off Terms and Conditions and Order Form will remain in effect.

4. Requirements

A. Services to be Provided

Please detail the Services, where applicable, that will be provided, where and by when, by the Supplier to the Approved Organisation or include an attachment with full details.

The Customer provides operational support to the NHS England (NHSE) and integrated care boards in relation to the four primary care contractor groups, general medical, dental, ophthalmic and pharmaceutical services.

The Supplier will provide a quality assured specialist advice service in relation to these contractor group contracts, policies and regulations.

The Supplier will operate a quality assured online helpdesk service where queries will be acknowledged within three working days and resolved within six working days. To access the service, the Customer will be registered with the helpdesk and given unique log-in details for each of the Customer's authorised staff.

The Supplier will in agreement with the Customer, provide access to Supplier standard virtual events as well as deliver bespoke workshops tailored to the Customer's specific requirements when requested.

The Supplier will be available at a minimum between 9am to 5pm Monday to Friday, excluding bank and public holidays.

The provision of the service is for a 2 year period from 1 August 2024 to 31 July 2026 with an option to extend by a further 12 month period.

B. Goods to be Provided

Please detail the Goods to be provided or include an attachment with full details.

The Supplier is not providing Goods to the Approved Organisation pursuant to this Order Form and the Call-off Terms and Conditions and on that basis the terms in relating to the supply of Goods set out in this Order Form and the Call-off Terms and Conditions shall not apply.

C. Goods Delivery Schedule/Services Implementation Plan

Please provide a delivery schedule/Implementation Plan, where applicable, outlining how and when the Goods and/or Services will be provided by the Supplier to the Approved Organisation or include an attachment with full details.

Access to the helpdesk will be given from the date of the contract.
Requests for workshops will be discussed and agreed with the relevant adviser at PCC who will then ensure the delivery of them on a mutually convenient date.
A booking code will be issued to allow the Customer to book delegates onto PCC national events.
Quarterly statements will be issued to the Customer to allow them to monitor usage of the contract.

D. Key Personnel

Please set out key personnel required for the supply of Goods and/or the provision of Services.

PCC's expert adviser team and event team.

E. Sub-contracting and Personnel

Where the Approved Organisation permits sub-contracting of the supply of Goods and/or the provision of Services by Suppliers, the following information is required. If the Supplier Sub-contracts any of its obligations under this Order Form and Call-Off Contract, every act or omission of the Sub-contractor shall for the purposes of this this Order Form and Call-Off Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Approved Organisation as if such act or omission had been committed or omitted by the Supplier itself.

As detailed in Clause 30.1 of the Call-Off Terms and Conditions applicable to this contract, subcontracting of this service is only permitted with prior consent in writing from the Approved Organisation.

F. Policies

Please list and provide links to/copies of all policies with which the Supplier is required to comply.

N/A

G. Leases or Licences

Where applicable, please detail any leases or licences to be provided by either Party to the other.

N/A

H. Special Terms

The Parties hereby acknowledge that Special Terms:

- may only be proposed for inclusion by the Approved Organisation;
- can be applied solely to enhance or augment existing provisions within the Call-off Terms and Conditions; and
- must not substantially alter or vary the Call-off Terms and Conditions, in order for this Order Form and Call-off Contract to remain compliant with the Public Contracts Regulations 2015.

Please insert any applicable Special Terms below.

N/A

I. Charges

Standard Supplier pricing and rates (the Contract Price) are included within the Commercial Schedule and represents the maximum that can be charged. Please detail all discounts, volume arrangements or variations in relation to the standard rates. The Contract Price of the Goods and/or Services are to be included below, or detailed as a separated attachment.

Is the Contract Price agreed to be subject to indexation?

N

Call-off contract with a contract cap of £28,000 ex VAT over the initial term which is to be converted into credits based on each credit equating to [REDACTED]. Contract call-offs to be costed and converted into credits to be drawn down from the overall amount agreed. Credits assigned based upon the demand for helpdesk services, workshops and national event places through the term of the contract.

All call-offs under the contract to be costed for time charged work in line with the framework national day rate card detailed below:

Partner/Director - [REDACTED] ex VAT

Managing Consultant/Associate Director - [REDACTED] ex VAT

Subject Matter Expert/Principal Consultant - [REDACTED] ex VAT

Senior Consultant - [REDACTED] ex VAT

Consultant - [REDACTED] ex VAT

Junior Consultant - [REDACTED] ex VAT

Support and Administrative Staff - [REDACTED] ex VAT

It is the expectation that day rates to be applied under this contract would be the Subject Matter Expert/Principal Consultant rate and any alternative rate requires agreement in advance with the buyer. Rates as follows:

- Attendance at national events will be charged at the rate stated on the event page for clients who hold a package of support.
- Attendance at the surgery sessions will be [REDACTED] credit per person.

- A half-day virtual workshop delivered by an adviser will be [REDACTED] credits
- A full-day virtual workshop delivered by an adviser will be [REDACTED] credits
- Helpdesk question [REDACTED] credits, if the question is complex, or involves multiple questions, and the response takes over one hour an additional [REDACTED] credit may be charged.

Rates are inclusive of:

- all travel expenses and subsistence
- all technical staff and staff involved in secretarial, accountancy, administrative or other supporting duties
- overheads
- postage, delivery of documents, telephone calls and similar incidental expenses

Day rates are based on a Working Day consisting of eight (8) hours (excluding breaks) and shall be inclusive of travel and related expenses to the Base Location.

J. Confidential Information

Please detail all information relevant to this Order Form and the Call-off Terms and Conditions which either Party considers to be treated as Confidential Information.

N/A

K. Complaints/Escalation Procedure

As per the Framework Agreement, the Supplier shall inform the Authority of all complaints. Please detail the Approved Organisation's additional requirements regarding complaints.

In the first instance, the Supplier and the Approved Organisations should work together and attempt to resolve any issues locally. Dispute resolution should be carried out in line with Clause 24 of the Call-Off Terms and Conditions applicable to this contract.

L. Limit of Liability

Please populate the limit of liability values

The limits of liability set out in Clause 13.2 of Schedule 2 of the Call-Off Terms and Conditions shall apply.

M. Management Information (MI)

In addition to the management information required by the Authority under the Framework Agreement, the Supplier shall provide to the Approved Organisation the following Management Information at the frequency outlined.

Key Performance Indicators

Enquiry response times

Service availability

Timely provision of MI data

Service Level Agreement

When providing the service, the Supplier shall as a minimum ensure that it achieves the following service levels:

Enquiry response times – enquiries to the helpdesk shall be acknowledged by the Supplier within 3 working days and resolved within 6 working days.

Service availability – helpdesk to be available from 9am to 5pm Monday to Friday, excluding bank and public holidays

Timely provision of data direct to client Contract Manager - provision of credit usage on a quarterly basis with the following information included:

Support Provided	Date(s)	Number of delegates	Number of credits	Balance of credits	Confirmed/ booked	Notes	
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N. Invoicing

Please detail all specific invoicing requirements here.

The Approved Organisation shall provide the Supplier with a Purchase Order (PO) that includes a reference to the Call-Off Contract and the Framework Agreement to which this Order Form relates.

The payment method for this Call-Off contract is via BACS and in accordance with the payment profile specified below.

Payment profile: Payment for services monthly in arrears. The Supplier shall issue electronic invoices monthly and the Customer shall pay the Supplier within thirty (30) days of receipt of a valid invoice.

Customer invoice address: accountspayable@nhsbsa.nhs.uk

Accounts Payable

Stella House

Goldcrest Way

Newburn Riverside

Newcastle upon Tyne

NE15 8NY

All invoices must include:

- The date of the invoice
- The unique invoice number
- Valid Purchase Order number as provided by the Customer
- The period to which the charges relate
- Breakdown of dates and sessions being invoiced
- The correct agreement reference SBS10197

O. Exit Requirements

Please include details of any exit requirements with which the Supplier is required to comply.

As detailed in the Clause 16 and 17 of the Call-Off Terms and Conditions applicable to this contract.

P. Termination

Please detail specific termination provisions here.

Persistent failure by the Supplier to meet the agreed service levels as specified within the Order Form may lead to the Contract being terminated or alternative supplier(s) being appointed by the Approved Organisation to maintain levels of service to service users.

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should suitable resolution not be achieved, the Approved Organisation will be allowed to terminate the Call-Off Contract immediately.

6. Other Specific Requirements

Detailed Requirements

Please list all detailed requirements or include an attachment with full details.

A summary of the business requirements for the special advisory support are as follows:

- a) Provision of quality assured specialist advice in relation to ophthalmic, pharmaceutical, medical and dental services contract, policies and regulations.
- b) Provision of advice in the context of the contractual relationships between NHSE and the Primary Care contractor groups.
- c) Provision of advice in response to complex and in-depth queries that are not routine. The queries will involve scenarios that will not have precedence.
- d) Provision of advice that will require significant specialist knowledge including clinical, legal and operational understanding.

- e) Provision of advice through specified engagement, this can be either one to one interactions or through group discussions where members of the NHSBSA Provider Assurance team can benefit from specialist input to deliver services effectively.
- f) Provision of advice in response to queries, where the frequency of varies depending on the nature of the query. Queries may be daily or planned in advance around the team's schedule where group discussions are necessary.
- g) In relation to group discussions, the NHSBSA require flexibility in terms of the numbers of individual that may join and the length of the event itself.
- h) Delivery of the service from 1 August 2024.

PLEASE NOTE:

In accordance with Clause 3.1 of Schedule 2 of the Framework Agreement, by no later than five (5) Business Days following the execution of an Order Form by the Approved Organisation and the Supplier, the Supplier shall send a copy of the executed version of the Order Form to the Authority's Contract Manager.

All Goods and/or Services provided by the Supplier without an Approved Organisation's jointly signed Order Form is entirely at the Supplier's risk.

Appendix 1 – Data Protection Protocol



Government
data.docx