

# Order Form - Confidential When Complete

Please ensure a signed copy of this agreement is provided to: [REDACTED]

UKHSA Contract Reference:	W156747 / C376517
UKHSA Contract Name:	The Provision of an External Case Investigator Company

Call-off Contract Details	
Title of Framework Agreement:	Legal Services for Health
Framework Agreement Reference:	SBS10196
Lot number:	11
Call-off procedure used: [Further Competition/Direct Award]	Further Competition
Total Call-off Contract Value:	£99,900.00
Order Form Reference No.:	Legal_0300
Authority Contact Details:	
Name:	<span style="background-color: black; color: black;">[REDACTED]</span>
Category Generic Email Address:	<span style="background-color: black; color: black;">[REDACTED]</span>

### 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:	28/07/2025	Expiry Date:	28/07/2028
Extension Period(s): [Optional]	Option to extend up to 2 years in 1 year increments budgeted spend £20,000.00 per year		
Maximum Permissible Term	5 years total including extension		

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:	Capsticks Solicitors LLP
Name of Supplier Authorised Signatory:	[REDACTED]
Job Title of Supplier Authorised Signatory:	[REDACTED]
Contact Details Email Address:	[REDACTED]
Address of Supplier:	Wellington House 68 Wimbledon Hill Road London SW19 7PA

Signature of Signatory:	[REDACTED]	Date of Signature:	
Full Name:	[REDACTED]		

The "Approved Organisation"	
Name of Approved Organisation:	UK Health and Security Agency
Name of Approved Organisation Authorised Signatory:	[REDACTED]
Job Title of Approved Organisation Authorised Signatory:	[REDACTED]
Contact Details Email Address:	[REDACTED]

Address of Approved Organisation:	10 South Colonnade, London, E14 4PU
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Signature of Organisation		Date of Signature:	
Full Name:			
Job Title/Rol			

Please note that 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.

As a 'designated body' for the General Medical Council (GMC) registered consultants UKHSA employs, we are required by law to have in place effective systems for promptly picking up on any fitness to practise concerns that arise and to have adequate processes in place to investigate these concerns.

When we require an investigator (or more than one), we can immediately employ the services through Capsticks LLP, through the contract, who could then provide a trained and experienced investigator as follows:

- Case Investigators who have undergone training approved by the NHS Resolution 'Practitioner Performance Advice' service
- Have experience of doing investigations in line with the MHPS framework (Maintaining High Professional Standards)
- Secure IT arrangements to hold PII
- Supervision for the investigator

### 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.

If a case investigation occurs UKHSA will need to call upon Capsticks Solicitors LLP to investigate the case.

Investigation timelines (<28 working days for initial enquiries and <3 months for full investigations).

**D. Key Personnel**

Please set out key personnel required for the provision of Services.

**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.

None at contract start but can be updated during the contract and agreed by both parties

**F. Policies**

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

**G. Leases or Licences**

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

None

#### 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.

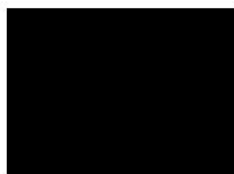
No Special terms

#### 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?

no



#### 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.

All investigations are confidential

#### 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



As per Framework Agreement

**L. Limit of Liability**

Please populate the limit of liability values

Pursuant to Clause 13.2 of Schedule 2 of the Call-Off Terms and Conditions:

- a. The value of limit of liability? (a) shall be £99,900.00; and
- b. The percentage of limit of liability? (b) shall be 125% of the total Contract Price paid or payable by the Approved Organisation to the Supplier for the Goods and Services.

**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.

The Supplier shall attend progress meetings with the Buyer as required for the completion of the Contract.

Once the supplier is instructed to investigate a case the following need to be outlined:

- 1. Performance against Milestones
- 2. Performance against budget
- 3. Key risks/issues and mitigations
- 4. Timescales

**N. Invoicing**

Please detail all specific invoicing requirements here.

UKHSA shall provide the Supplier with a Purchase Order (PO) once an instruction is made that includes a reference to the Call-Off Contract and the Framework Agreement to which this Order Form relates.

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

[REDACTED];

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number, item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non- compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to

**O. Exit Requirements**

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

None

**P. Termination**

Please detail specific termination provisions here.

Services based on immediate Notice

Persistent failure (to be defined according to the number/and period within which certain failures occur) frequency 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.]

## Detailed Requirements

[REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

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

