

Call-Off Order Form

NHS England
Enhanced Support to the Independent Care Sector

Ref: LPF16-0084 (16_05_01)

Final Version 1.0: 3rd October 2016



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Order Form Details

Order Reference Number	LPF16-0084															
Authority	National Health Service Commissioning Board (NHS England).															
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 Suppliers 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.</p> <p>This Order Form, together with the Call-Off Terms and Conditions [and the applicable provisions of the Framework Agreement] form a contract (“the Contract”) 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>															
Tranche	NOT USED															
Call-Off Terms and Condition	<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>Information Governance Provisions</td> </tr> <tr> <td>Schedule 4</td> <td>Definitions and Interpretations</td> </tr> <tr> <td>Schedule 5</td> <td>This Order Form</td> </tr> <tr> <td>Schedule 6</td> <td>Transferring Assets, Assumed Contracts and Leases</td> </tr> <tr> <td>Schedule 7</td> <td>Staff List</td> </tr> </table> <p>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.</p>		Schedule 1	Key Provisions	Schedule 2	General Terms and Conditions	Schedule 3	Information Governance Provisions	Schedule 4	Definitions and Interpretations	Schedule 5	This Order Form	Schedule 6	Transferring Assets, Assumed Contracts and Leases	Schedule 7	Staff List
Schedule 1	Key Provisions															
Schedule 2	General Terms and Conditions															
Schedule 3	Information Governance Provisions															
Schedule 4	Definitions and Interpretations															
Schedule 5	This Order Form															
Schedule 6	Transferring Assets, Assumed Contracts and Leases															
Schedule 7	Staff List															

Framework Agreement	The Lead Provider Framework Agreement established by NHS England for and on behalf of NHS England and other commissioning organisations in relation to the provision of commissioning support services (the "Framework Agreement") to which suppliers were appointed following their submission of responses to the framework ITT ("Framework ITT") .
Call-Off ITT	The Call-Off ITT as issued by the Authority to invite responses to the relevant Further 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 Further Competition conducted under and in accordance with the Framework Agreement and initiated by the issue of a Call-Off ITT by the Authority.
Term of the Contract	6 Months, expiring on Friday 31 st March 2017.
Extension of Term	A maximum period of 6 months.
Services	<p>The services to be provided by the Suppliers under the Contract shall be the services set out at Annex 1 to this Order Form ("the Specification") and shall be provided from the Services Commencement Date set out below in accordance with the KPIs set out in the Specification.</p> <p>Where the Suppliers are comprised of more than a single Supplier the Service Matrix shall indicate which portion of the Services are to be provided by which of the Suppliers.</p>
Services Commencement Date	Monday 10 th October 2016
Long Stop Date	NOT USED
Mobilisation and Delivery Plan	The Mobilisation and Delivery plan submitted as part of the Call-Off ITT Response (if required by the relevant Further Competition conducted in accordance with the Call-Off ITT) and set out at Annex 4 below.
Information Security Management Plan	The information security management plan submitted as part of the Call-Off ITT Response (if required by the relevant Further Competition conducted in accordance with the Call-Off ITT) and set out at Annex 5 below.
Licence(s) and/or Lease(s) granted to the Suppliers	NOT USED.
Transferring Assets, Assumed Contracts and Leases	NOT USED
Transferring Staff	NOT USED.

<p>Premises and Location(s) for the Delivery of the Services</p>	<p>The enhanced support service must be delivered locally, covering the breadth of England.</p> <p>In Phase I the Provider(s) are expected to use their own offices as it likely that the work is mainly desk/phone based.</p> <p>Phases II and III the Provider(s) are expected to work in the location of the organisations and areas necessary to complete the work.</p> <p>This work should be focussed on working with local Independent Care Sector providers and their key partners and it is expected that the majority of the time in phases II and III will be site visits and meetings locally.</p> <p>Desk based work can be carried out within the locality only in agreement with the local organisations involved; NHS England Regional Office bases are not guaranteed and will subject to negotiation and availability.</p>
<p>Intellectual Property</p>	<p>As per set out at Clause 11 of Schedule 2 of the Call-Off Terms and Conditions.</p>
<p>Contract Price</p>	<p>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.</p>
<p>Payment Provisions</p>	<p>The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in Annex 3 of this Order Form; and</p> <p>The mechanism for the reimbursement of any service credits by the Suppliers to the Authority and the level of such service credits as set out in this Order Form (Annex 1).</p>

Date of Order Form	Monday 10 th October 2016				
Supplier	Capita				
Staff Key to the Provision of the Services (“Key Staff”)	<p>Will Perks – Project Director Dr Tim Gardner – Project Manager Richard Dodds – STO Lead and Regional Lead Tony Carpenter – STO Director and Regional Lead Linda Kaye – Engagement Specialist Sian Carter – Engagement Specialist Marion Heron – Engagement Specialist Julia Eadie – Engagement Specialist Natalie Holt – Engagement Specialist John Smalley – CELL team member Dan Lema – CELL team member Ann Mackay – Industry Panel Member Frank Ursell – Industry Panel Member Bridget Warr – Industry Panel Member</p>				
Contract Managers	<table border="1"> <tr> <td><i>Authority’s Contract Manager</i></td> <td>Victoria Bennett</td> </tr> <tr> <td><i>Supplier’s Contract Manager(s)</i></td> <td><i>Will Perks</i></td> </tr> </table>	<i>Authority’s Contract Manager</i>	Victoria Bennett	<i>Supplier’s Contract Manager(s)</i>	<i>Will Perks</i>
<i>Authority’s Contract Manager</i>	Victoria Bennett				
<i>Supplier’s Contract Manager(s)</i>	<i>Will Perks</i>				
Lead Contract Manager (if applicable)	<table border="1"> <tr> <td><i>Supplier’s Lead Contract Manager</i></td> <td><i>Will Perks</i></td> </tr> </table>	<i>Supplier’s Lead Contract Manager</i>	<i>Will Perks</i>		
<i>Supplier’s Lead Contract Manager</i>	<i>Will Perks</i>				

Person(s) to receive notices under the Contract	<i>Authority's nominated person and contact details for service of notices</i>	Victoria Bennett NHS England, Zone 3B, Skipton House, 80 London Road, London, SE1 6LH. v.raby@nhs.net
	<i>Supplier's nominated person and contact details for service of notices</i>	Will Perks 65 Gresham Street, London, EC2V 7NQ will.perks@capita.co.uk

Signed by the authorised representative of THE AUTHORITY

Name:	Signature
Position:	:	
(Expand as required)			

Signed by the authorised representative of the SUPPLIER

Name:	Sarah Atkinson	Signature:	
Position:	Managing Director - Advisory and Analytics.....		
(Expand as required)			

Annex 1 – the Specification

1. The Services

1.1 Service Requirements

The Service Requirements for this contract are provided in the embedded Specification of Requirements document below:



Specification_ICCS_en
hancedsupport_fv1.0

1.2 Priority Services

- 1.2.1 Where the Services, or part of the Services, fall within the “Business Intelligence” service category (as described in the Framework ITT) then those Services, or part of the Services, (as applicable) shall be Priority Services within the meaning of the Call-Off Terms and Conditions for the purposes of this Contract.
- 1.2.2 Where the Services, or part of the Services, fall within the “Supporting the Commissioning of Continuing Healthcare and Funded Nursing Care” service category (as described in the Framework ITT) then those Services, or part of the Services, (as applicable) shall be Priority Services within the meaning of the Call-off Terms and Conditions for the purposes of this Contract.
- 1.2.3 Where the Services, or part of the Services, fall within the “Financial Management and Accounting” service line (as described in the Framework ITT) within the “Business Support” service category (as described in the Framework ITT) then those Services, or part of the Services, (as applicable) shall be Priority Services within the meaning of the Call-Off Terms and Conditions for the purposes of this Contract.
- 1.2.4 Where the Services, or part of the Services, fall within the “Information and Communications Technology (ICT) Services” service line (as described in the Framework ITT) within the “Business Support” service category (as described in the Framework ITT) then those Services, or part of the Services, (as applicable) shall be Priority Services within the meaning of the Call-Off Terms and Conditions for the purposes of this Contract.

1.3 Division of Service provision between Suppliers/Sub-Contractors

Name of Supplier ultimately responsible for delivery of the Service.	Supplier delivering the Service indicated.	Service Line	Service
Capita	Capita	Provider Management	<ul style="list-style-type: none"> • Overall programme management and leadership • Field force – engagement teams for North
Capita	STO Healthcare Limited	Business Support	<ul style="list-style-type: none"> • Field force – engagement teams for Mids and East, South and London
Capita	Care England	Business Support	<ul style="list-style-type: none"> • Industry Advisory Panel • Support with engagement
Capita	Registered Nursing Home Association	Business Support	<ul style="list-style-type: none"> • Industry Advisory Panel • Support with engagement
Capita	United Kingdom Homecare Association	Business Support	<ul style="list-style-type: none"> • Industry Advisory Panel • Support with engagement

2. Key Performance Indicators

- 2.1 During the Term of the Contract the Suppliers shall provide the Services so as to meet the standard under each of the Key Performance Indicators (KPI's) described in section 3.6 Performance and Measurement of the Service Requirements embedded within 1.1 of this Call-Off Order Form.
- 2.2 The KPI's outlined within 3.6 Performance and Measurement within the Service Requirement, relate to the payment mechanism outlined in Annex 3: Contract Price and Payment Terms.
- 2.3 **Primary KPI's:** see Section [3.6: Performance and Measurement] of the Service Requirements embedded within 1.1 of this Call Off Order Form.

Calculation of Primary Service Failure Points: NOT USED.

Calculation of Service Credits – Primary KPIs: NOT USED.

- 2.4 **Secondary KPI's:** NOT USED.

Calculation of Secondary Service Failure Points: NOT USED.

Consequences of accruing Secondary Failure Points: NOT USED.

- 2.5 **Calculation of any Service Credits due from the Supplier other than as a consequence of a Primary Service Failure and/or Secondary Service Failure:** NOT USED.

- 2.6 **Termination for accrued Service Failures:** NOT USED.

- 2.7 **Authority's Obligations:** NOT USED.

- 2.8 **Contract Meetings:**

- 2.8.1 The Authority requires a formal Contract Meeting as soon as possible following the Service Commencement date.
- 2.8.2 A final Contract Meeting will be required at the conclusion of the Service, before payment of the final invoice based on the relevant Key Milestone payment.
- 2.8.3 The Authority will minute each meeting in accordance with Clause 8.4 of Schedule 2 of the Call-off Terms and Conditions. The Contract Meetings will be an addition to programme review meetings, which will be agreed in writing between the Supplier and the Authority upon award of contract.

2.9 Contract Reports:

2.9.1 In delivering the specific requirements the successful Provider(s) will be expected to provide an update of the plan on a fortnightly basis.

2.9.2 The format should be based on the NHS England corporate PMO highlight report template which can be found within the embedded document provided in 1.1 Service Requirements (Appendix 4.4) above.

2.9.3 The highlight report submitted should include:

2.9.3.1 Key deliverables achieved in the previous two weeks;

2.9.3.2 Key deliverables planned for the following two weeks;

2.9.3.3 Resource deployed in the previous weeks (that allows invoices to be validated); and

2.9.3.4 Key risks, issues and interdependencies

2.10 Sustainable Development Requirements: NOT USED.

Annex 2 – Extra Key Provisions

NOT USED

Annex 3 – Contract Price and Payment Terms

Contract Price.

£380,800.00 (excluding VAT)

Expenses

As per the Suppliers ITT response to question 2.1 (Commercial Schedule) expenses will not be charged for the delivery of this Call-Off contract and are included in the Payment Provisions outlined below.

Rates

The following rates will apply for the named personnel listed below:

REDACTED

Payment Provisions

The Payment Provision/Structure shall be in accordance with the Mobilisation and Delivery Plan to include Key Milestones as outlined in the Suppliers ITT response to Question 1.5.1 and in accordance with Section 3.7 (Pricing) of the Service Requirements outlined in 1.1.

The Key Milestones set out clearly defined activities and/or outcomes and clear delivery dates.

Milestone number	Milestone description	Milestone date	Milestone Payment	Suppliers Staff responsible for achieving Milestone
PHASE I: STOCKTAKE				
1	Directory, by area, of all care sector forums, by type, including the key information listed.	4 weeks from Service Commencement Date	REDACTED	Will Perks Dr Tim Gardner Dan Lema Ann Mackay Frank Ursell Bridgett Warr
PHASE II: DEVELOPMENT OF BEST PRACTICE				
2	Results of forum assessment feedback, with highest and lowest scorers highlighted.	8 weeks from Service Commencement Date	REDACTED	Richard Dodds Tony Carpenter Linda Kaye Sian Carter Marion Heron Julia Eadie
3	Best practice paper, including criteria for forums that perform highly, top tips for implementation, start-up and sustainability.	12 weeks from Service Commencement Date	REDACTED	Will Perks Dr Tim Gardner John Smalley Ann Mackay Frank Ursell Bridgett Warr
PHASE III: IMPROVEMENT & SET UP				
4	List of areas proposed to work with that are in need of support or where no forums	10 weeks from Service Commencement	REDACTED	Will Perks Dr Tim Gardner John Smalley

Milestone number	Milestone description	Milestone date	Milestone Payment	Suppliers Staff responsible for achieving Milestone
	exist. This should include local performance information to aid approval.	Date		Ann McKay Frank Ursell Bridget Warr
5	Update 1 on each area – status of each forum, progress against the best practice outlined in Milestone 3.	18 weeks from Service Commencement Date	REDACTED	Will Perks Dr Tim Gardner Richard Dodds Tony Carpenter Linda Kaye Sian Carter Marion Heron Julia Eadie Natalie Holt Dan Lema
6	Update 2 on each area – status of each forum, progress against the best practice outlined in milestone 3.	22 weeks from Service Commencement Date	REDACTED	Will Perks Dr Tim Gardner Richard Dodds Tony Carpenter Linda Kaye Sian Carter Marion Heron Julia Eadie Natalie Holt John Smalley
7	Final report on each forum supported including progress and plans for sustainability. This should also include an updated version of Deliverable 1.	w/c 27 March 2017	REDACTED	Will Perks Dr Tim Gardner Richard Dodds Tony Carpenter Linda Kaye Sian Carter Marion Heron Julia Eadie Natalie Holt Dan Lema Ann Mackay Frank Ursell Bridget Warr

Invoicing

All invoices will be submitted via the Authority's chosen e-Invoicing Platform 'Tradeshift: <https://tradeshift.com/supplier/nhs-sbs/>.

The Supplier will invoice the Authority for payment of a Milestone Deliverable after formal confirmation (via e-mail) from the Authority's Contract Manager that the Milestone has been completed to the satisfaction of the Authority.

The Authority shall pay each invoice received within thirty (30) days of receipt of such invoice, in accordance with the NHS England Lead Provider Framework Call-Off Terms and Conditions.

Service Credits due in the event that Suppliers fail(s) to meet Milestone by Milestone date

NOT USED.

Volume Discounts

NOT USED.

Annex 4 – Mobilisation and Delivery Plan

The Suppliers Mobilisation and Delivery Plan is provided in the embedded document below.



LPF16-0084 - Capita
- Independent Care

Supporting this Plan the Supplier explained the following in their Call-Off ITT Response:

A credible and realistic mobilisation plan which ensures minimal disruption to the Authority:

The Supplier has significant of experience in rapid mobilisation for projects in complex environments with multiple stakeholders.

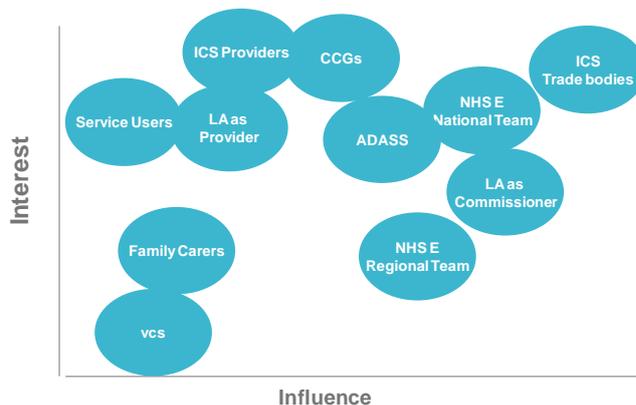
The Supplier sees early concurrent effort as key to meeting the timelines for this piece of work. In particular the stocktake and the refinement of the maturity matrix need to take place in parallel.

The Supplier will also invest in field force briefings in order to ensure consistency of assessment. The main elements of mobilisation plan include:

- Our Project Director and CELL will set up immediately
- In week 1, the Supplier will have a project kick-off session with the Authority. This will establish working relationships and alignment on objectives, method and plan. This would include a communication strategy and a draft first engagement letter for all CCGs, Local Authorities, and the care providers within the networks represented by our panel.
- The Suppliers work to develop the directory will commence immediately, it will be based on information provided by our panel of experts.
- By week 3, the Supplier will have a comprehensive brief for the field team. This will ensure that all the team is clear on objectives, method and plan
- By week 4, the CELL and the field team will be able to plan and co-ordinate their activity with localities for the stock-take phase.

An effective approach to engaging with key stakeholders supported by a high level stakeholder engagement plan demonstrating how the Authority intend to communicate with key stakeholders and service users;

The Suppliers initial stakeholder mapping, using interest and influence axis, is shown below:



The Supplier has an additional model with increased granularity around the types of Independent Care Sector providers including Care Home Chains, privately run care homes, domiciliary care providers and other home care services.

A key part of the Suppliers communication plan for stakeholders is to use the Industry Advisory Panel to message their members. The Supplier will be clear that it will present something balanced across the full stakeholder community.

The Suppliers preferred method of engaging stakeholders is face to face and the Supplier will also invest time in to understand prevailing local context which may inhibit the development of fora.

A robust approach to governance during the mobilisation period and quality assurance activities during the process;

The Supplier has defined the mobilisation period to be the first four weeks of the project.

The Supplier will be running with activity from day 1, but by week 4 the Supplier will have established a steady state of delivery and have commenced the field work.

During this mobilisation period, the Supplier would propose a weekly status call with the Authority to ensure that the Authority is fully sighted on progress and able to influence and direct in the light of any initial teething troubles of the project.

The Suppliers experience has taught them that addressing ambiguity at an early stage removes potential causes of misalignment at later stages of the project.

A robust approach to Information Governance and risk management during the mobilisation Information Governance.

The Supplier sees no reason for this project to handle any patient sensitive information. However, the Supplier acknowledges that Clinical Commissioning Groups place great emphasis on confidentiality, integrity and availability of information as well as the security of the locations and the security of systems.

The Supplier will assure, at all times, that the level of security employed in the provision of services meets legal requirements, best practice guidance and is appropriate to maintain acceptable risk levels as agreed with Clinical Commissioning Groups. Any confidential information and patient-related data the Supplier has access to will be safeguarded using the Suppliers ISO 27001 compliant information security policies / tools. These conform to the requirements of the Data Protection Act and Common Law, the NHS Care Record Guarantee for England, the NHS Constitution for England, and the NHS IG Toolkit.

The Supplier does not expect to handle commercially sensitive information. It may be that the issues that prevent successful forums are commercial barriers or Intellectual Property related. Recognising these potential issues, the Supplier is experienced in managing multiple clients with competing commercial interests and we have well established processes for managing

Risk Management

At the kick-off meeting with the Authority, the Supplier will agree the approach to risk management.

Annex 5 – Information Security Management Plan

NOT USED.

Annex 6 – Transferring Assets, Assumed Contracts and Leases

NOT USED.

Annex 7 – Staff List (of transferring staff)

NOT USED.