

**Provision of WP1021 & WP1212**

**To**

**Department of Health and Social Care**

**From**

**CHANNEL 3 CONSULTING**

**Contract Reference: CCCC21A55**

**Test & Trace Legal Document control**

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| --- | --- |
| **Document Title** | MCF2 call off form template |
| **Key contacts** | REDACTED |
| **Hyperlink to legal team location** | <https://healthsharedservice.sharepoint.com/:w:/r/sites/NHSTTLegalTeam/Shared%20Documents/General/Know%20How/Legal%20Templates%20and%20Guidance/Legal%20Templates%20-%20Standard%20Contracts%20etc/MCF2%20and%20MCF1%20Call%20Off%20Order%20Form%20Template/MCF2%20call%20off%20template%20-%20Feb%202021%20v3.docx?d=w483fccf562544421abf8c52d191fc11f&csf=1&web=1&e=c5gGei> |
| **Notes (if any)** | Semi populated template MCF2 call-off form for use for consultancy services on the T&T programme, with guidance notes to assist in ensuring form is populated to minimise procurement risk. |

**Test & Trace Legal Version Control**

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| **Version** | **Author of version** | **Date** | **Amendments made (in brief)** |
| 1 | DLA | 2020 | N/A |
| 2 | REDACTED | January 2021 | Added KPIs / reporting / exit clauses |
| 3 | REDACTED | February 2021 | Tidy up changes |

Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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12/08/2013

**FRAMEWORK SCHEDULE 4**

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Complex & Transformation Consultancy Services dated **17th March 2021.**

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

|  |  |
| --- | --- |
| Order Number | To be confirmed, following Contract Award |
| From | Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health & Social Care of 39 Victoria Street, London, SW1H 0EU  REDACTED |
| To | Channel 3 Consulting  21 Queen Elizabeth Street, London, SE1 2PD |
| Date | 17/03/2021 |

SECTION B

1. call off contract period

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|  | **Call Off Contract is deemed to have commenced with the effect from:**  WP 1021 – 08/01/2021  WP 1212 – 08/03/2021 |
|  | **Call Off Expiry Date**:  WP 1021 – 05/03/2021  WP 1212 – 31/03/2021 |

1. Services

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| 2.1. | **Services required**: WP 1021:Providing minutes of decisions and actions at TVG, Expert Panels and MHRA meetingsSupporting the development of packs for meetingsAd hoc project-related workSupporting organising meetings for the process lead and his deputyWP 1212:Servicing MHRA and VOC meetings#Supporting the development of packs for meetingsAd hoc delivery of projects as directed by the CSOSupporting organising meetings for the process lead and his deputy **Key Deliverables:** For WP1021, TVG and MHRA meeting packsFor WP1212, MHRA meeting packs Other reporting as required from time to time. |

1. contract performance

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| **4.1.** | **Standards**:  Not applied |
| **4.2** | **Service Levels/Service Credits**:  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  With effect from the week commencing 22 March 2021, the Supplier shall provide weekly timesheet reports showing time spent by each member of Supplier Personnel against agreed budgets. The report shall presented in tabular format with a statement of days worked per week per resource. The reports shall be provided by no later than close of business each Wednesday for the time relating to the preceding week’s reporting period.  By no later than 31 March 2021, the Supplier shall provide a single timesheet report (in the same format as above) for Services provided under this call-off agreement up to and including the week commencing 15 March 2021. |
| **4.5** | **Period for providing Rectification Plan:**  The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days |

1. personnel

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| **5.1** | **Key Personnel**:  REDACTED |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Applied as per clause 28.2. The Supplier shall ensure that the checks specified in HMG Baseline Personnel Security Standard have been carried out in respect of any of Supplier Personnel assigned to access the Customer Premises, Customer Property, Customer Data or any other property or information belonging to the Customer, and that the results of those checks were satisfactory. The Supplier shall document full and accurate records of HMG Baseline Personnel Security Standard checks. This sub-clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.  The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.  Notwithstanding Clause 28.2.2, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):   * carry out a check with the records held by the Department for Education (DfE); * conduct thorough questioning regarding any Relevant Convictions; and * ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record. |

1. PAYMENT

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  WP1021 – Total contract value: £34,000.00 (Ex VAT)  WP1212 – Total contract value – £26,010.00 (Ex VAT)  Table of grades & rates:  **WP1021:**   |  |  |  |  | | --- | --- | --- | --- | | Role | Rate | Units required | Discount applied | | **Charged days** | | | | | TVG PMO  TT7019 | REDACTED | REDACTED |  | |  |  |  |  | |  |  |  |  | | **Investment Days** (not charged) | | | | |  |  |  |  | | Total Excluding vat |  | REDACTED |  | | Total Including vat |  | REDACTED |  | |  | | | |   **WP1212:**   |  |  |  |  | | --- | --- | --- | --- | | Role | Rate | Units Required | Discount applied | | **Charged days** | | | | | T&T9157  REDACTED  Start date:  08/03/2021  End Date:  31/03/2021 | REDACTED | REDACTED | N/A | | Allowance for weekend working  Start date:  03/02/2021  End date:  31/03/2021 | REDACTED | 6 | N/A | | Total | REDACTED |  |  | |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  Submitted invoices must be accompanied by supporting information including:   * completed timesheets for amounts set out in the relevant invoice; and * such other information as the Customer (acting reasonably) may require in order to verify the invoiced amounts.   The Supplier shall have processes and systems in place to ensure costs and pricing are managed appropriately during the Call Off Contract. The Supplier shall ensure that an effective mix of grades of the project team are assigned and managed during the Call Off Contract to ensure best value for money for the Customer. |
| **6.3** | **Reimbursable Expenses**:  Not permitted |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  REDACTED  Payment and Invoicing  39 Victoria Street  Westminster  London  SW1H 0EU |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  The duration of the Call Off Contract |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges** (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Not Permitted |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of WP 1012 - £34,000.00 (ex VAT)  The sum of WP 1212 - £26,010.00 (ex VAT) |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms);  As set out in Clause 37.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):  Professional Indemnity – £5m per claim and in the aggregate per annum  Employers’ liability – as required by law  Third Party Public and Products Liability Insurance – £5m per occurrence and in the aggregate per annum |

1. TERMINATION and exit

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| **8.1** | **Termination on material Default** (Clause 42.2 of the Call Off Terms)):  In Clause 42.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 42.7 of the Call Off Terms):  The period of thirty (30) Working Days in Clause 42.7 shall be amended to five (5) Working Days |
| **8.3** | **Undisputed Sums Limit**:  In Clause 43.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:**  In Call Off Schedule 9 (Exit Management), which shall be amended as follows:  The following new paragraph 13 will be added:  13.1 The Customer and the Supplier have agreed that a knowledge management plan will not be required for the Services in this call-off contract. However, should the Supplier be asked to provide similar services under a different call-off contract, that contract shall include (unless otherwise agreed between the parties) a requirement for the Supplier to produce and submit to the Customer a knowledge transfer plan within 20 Working Days of the Call Off Commencement Date (or such other period as may be agreed by the Parties in writing). |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applicable |
| **9.2** | **Commercially Sensitive Information**:  Not applicable |

1. OTHER CALL OFF REQUIREMENTS

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| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recital A |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Not applicable |
| **10.4** | **ICT Policy:**  As per Department for Health and Social Care standard policy |
| **10.6** | **Business Continuity & Disaster Recovery**:  In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  **Disaster Period**:  For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be as defined in the BCDR Plan. |
| **10.7** | **NOT USED** |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms):  Not Applicable |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address:  **Department of Health and Social Care,**  **39 Victoria Street,**  **Westminster,**  **London,**  **SW1H 0EU**  Supplier’s postal address and email address:  **Channel 3 Consulting Limited**  **21 Queen Elizabeth Street**  **London**  **SE1 2PD**  **Email:** REDACTED |
| **10.10** | **Transparency Reports**  As set out in the table below (and Call Off Schedule 13 (Transparency Reports)):   |  |  |  |  | | --- | --- | --- | --- | | **TITLE** | **CONTENT** | **FORMAT** | **FREQUENCY** | | Project Progress & Deliverables Report | * A summary of resource utilised: activities completed and cost assigned in the week completed; * Overview of all open and closed actions * Overview of open and closed risks and issues * Deliverables provided and Milestones completed/achieved in the relevant week * Anticipated delays to delivery of Milestones and Deliverables | Word | Weekly with effect from the week commencing 22 March 2021. For the avoidance of doubt, the Supplier is not required to provide retrospective reports for periods before the week of 22 March 2021. | | KPI Performance Report | * Outlining the Supplier’s performance against the key deliverables referred to in section 2.1 above |  | Weekly/ Monthly For the avoidance of doubt, the Supplier is not required to provide retrospective reports for periods before the week of 22 March 2021. | |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**  Not applicable |
| **10.12** | **Call Off Tender**:  In Schedule 16 (Call Off Tender) |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  Not applicable |
| **10.14** | **Staff Transfer**  Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**  Call Off Schedule 17  REDACTED  REDACTED |
| |  |  | | --- | --- | | **Contract Reference:** | CCCC21A51 | | **Date:** | 17/03/2021 | | Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Data Controller and the Supplier is the Data Processor of Personal Data under this Call Off Contract Agreement. | | Use of Personal Data | Managing the obligations under the Call Off Contract Agreement, including delivery of the Services. | | Duration of the processing | For the duration of the Call Off Contract Agreement. | | Nature and purposes of the processing | As necessary for the Supplier to deliver the Services, in particular by using the Personal Data specified below to contact and discuss relevant matters with employees and contractors of the Customer. | | Type of Personal Data | Full name  Workplace address  Workplace Phone Number  Workplace email address   |  | | --- | | Job title or role  Compensation  Tenure Information  Qualifications or Certifications  Nationality  Education & training history  Previous work history  References and referee details  Driving license details  National insurance number  Bank statements  Utility bills  Job title or role  Job application details  Start date  End date & reason for termination  Contract type  Compensation data  Photographic Facial Image  Biometric data  Birth certificates | | | Categories of Data Subject | Employees and contractors of the Customer. | | |
| **10.16** | **MOD DEFCONs and DEFFORM**  Call Off Schedule 15  Not applicable |

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

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| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 25 March 2021 |
| **For and on behalf of the Customer:** | |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date |  |

Annex 1 – Details of key performance indicators which are required to be delivered by Supplier as part of the Services listed in Section 2.1 of this Call Off Order Form

**Key performance indicators**

1. From the Commencement Date and during the Call Off Contract Term, the Supplier shall meet or exceed the following key performance indicators:

| **No.** | **Subsidiary Performance Indicator Title** | **Definition** | **Formula** | **A** | **B** |
| --- | --- | --- | --- | --- | --- |
| 1 | On Time Timesheet Submission | 99% of all timesheets detailing all billable work completed in the relevant KPI Measurement Period are completed and issued to the Customer On Time  Where “**On Time**” means within five (5) Working Days of the end of the relevant KPI Measurement Period | (A/B)x100 | Number of completed timesheets submitted On Time in the relevant KPI Measurement Period | Total number of completed timesheets submitted in the relevant KPI Measurement Period |
| 2 | Invoice Accuracy | 99% of all invoices submitted to the Customer for payment tin the relevant KPI Measurement Period are Accurate  Where “**Accurate**” means that the amount specified in an invoice fully aligns to the supporting timesheets provided with such invoice(s). | (A/B)x100 | Number of Accurate invoices submitted in the relevant KPI Measurement Period | Total number of invoices submitted in the relevant KPI Measurement Period |

1. The Supplier shall measure performance against the key performance indicators on a monthly basis (“**KPI Measurement Period**”). Within [*insert number of days*] Working Days of the end of each month, the Supplier shall provide a report to the Customer which summarises the performance by the Supplier against each of the key performance indicators (“**KPI Performance Report**”).
2. On a weekly basis the Supplier shall, at no additional cost to the Customer, provide a project report to the Customer setting out:
   1. a summary of resources utilised: activities completed and cost assigned in the relevant week;
   2. a rolling forecast of resources required forthcoming 14 day period to enable the Customer to approve the anticipated costs;
   3. all open and closed Actions;
   4. all open and closed Risks and Issues;
   5. Deliverables provided in the relevant week and any Deliverables scheduled to be delivered in that week which have not been delivered and the anticipated date for delivery;
   6. Milestones achieved in the relevant week and any Milestones scheduled to be achieved in that week which have not been achieved and the anticipated date for achievement;
   7. any proposed changes to the Project Plan;

Any errors or omissions in the report submissions identified in a report must be corrected by the Supplier within five (5) Working Days of the error/omission being identified.

1. The Supplier shall have processes and systems in place to ensure costs and pricing are managed appropriately during the Call Off Contract Term and will ensure that an effective mix of the grades are assigned to a project team and managed during the Call Off Contract Term to deliver best value for money for the Customer.