

**Provision of NHS Test and Trace Ref 4C**

# Associates WPID1205

**To**

**Department of Health and Social Care**

**From**

**4C Associates**

# Contract Reference: CCCC21A51

Management Consultancy Framework Two (MCF2) - RM6008

Framework Schedule 4 – Template Call Off Order Form

Attachment 5a

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## Crown Commercial Service

**Call Off Order Form for Management Consultancy Services**

**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 Agreement for the provision of Complex & Transformation Consultancy Services dated **04 September 2018**.

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 | CCCC21A51 |
| 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.      Department of Health and Social Care |
| To | 4C Associates Limited – 04018096  The Kensington Centre 66 Hammersmith Road  London, W14 8UD  England    4C Associates Limited |
| Date | The contract is deemed to have commenced on 3rd March 2021 |

**SECTION B**

 **CALL OFF CONTRACT PERIOD**

|  |  |
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| **1.1.** | The contract is deemed to have commenced on 3rd March 2021 |
| **1.2.** | **Call Off Expiry Date**:    End date of Call Off Initial Period: 30th June 2021 |

## SERVICES

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| **2.1.** | **Services required**:    As may be further set out in Call Off Schedule 2 (Services).    The Services will form part of a large and complex programme to shape and deliver mass population testing across the UK. This will involve multiple workstreams and deliverables. MCF2 Lot 2 has been chosen as it is deemed complex, multi-disciplinary, transformational and large scale with multiple workstreams and interdependencies.    The Supplier shall co-ordinate and report across the breadth of the specified work package and the wider Test and Trace programme of work, ensuring interdependencies are considered at the work package and programme levels.    In addition to the Services set out in this section 2.1 and Call Off Schedule 2, the Supplier is also required to deliver, as part of the Services, the Key Performance Indicators listed below and detailed in Annex 1 to this Call Off Order Form:     * 99% of timesheet reports completed and submitted to the Buyer within five (5) Working Days of month end detailing all billable work completed in the preceding month * 99% minimum accuracy across total invoices received (direct match between invoiced amounts and accompanying timesheets). |

 **PROJECT PLAN**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **3.1.** | | **Project Plan**:    The draft Project Plan for the contract duration (essentially resource forecasts) are included in 6.1. It is known that this resource estimate will change throughout the contract and flexibility is key. | | | | | | | |
|  | **Milestone** | | **Deliverables** | **Duration** | **Milestone Date** | **Customer**  **Responsibilities** | **Milestone Payments** | **Delay**  **Payments** |  |
| Project Plan Delivered | | Resource Plan delivered as per 6.1 |  | Within ten (10)  Working Days of  Call Off  Contract  Commencement |  | N/A |  |
| Knowledge  Transfer  Complete | | Knowledge Transfer occurs on a case by case basis as individuals are rolled off following the  DHSC  process |  |  |  | N/A |  |
| Transparency  Reports | | Weekly reports are sent to  relevant Line  Managers (see 10.10 below) |  | As set out in section 10.10 below |  |  |  |
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 **CONTRACT PERFORMANCE**

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| **4.1.** | **Standards**: As defined in the Call Off Terms |
| **4.2** | **Service Levels/Service Credits**:  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:** |
|  | The Supplier shall provide weekly timesheet reports in a format to be determined by the Customer showing time spent by each member of Supplier Personnel over the week. Payment will be based on getting written approval from business stakeholders confirming the following:   * That the supplier has delivered the services as described * That the services were provided to the correct standard * That the services were provided in line with the scope of contract   This approval will be sought on a monthly basis from Line Managers |
| **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 |

 **PERSONNEL**

|  |  |  |
| --- | --- | --- |
| **5.1** | **Key Personnel**:  No Specific Key personnel mentioned. | |
| **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. Where it is known that an individual is under assessment for BPSS, but the process is not yet complete, the Buyer will provide ‘temporary approval’ for a maximum of 30 days pending outcome and the supplier shall keep the Buyer informed of progress. If the individual has not passed their BPSS assessment or it is not complete then they will be replaced or the Supplier will request Approval for additional time for completion of the BPSS assessment. 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. |

 **PAYMENT**

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  Table of grades & rates:  **[Redacted]** |

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| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Submitted invoices must be accompanied by supporting information including:   * completed timesheets for amounts set out in the relevant invoice (excel summary); 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.    Invoice payments will be approved upon satisfactory delivery of the agreed Key  Performance Indicator targets set out in Annex 1 to this Call Off Order Form and (in respect of the period before the end of the Call Off Initial Period (and any Call Off Extension Period, where applicable) a completed knowledge transfer in accordance with section 8.4 of this  Call Off Order Form. |
| **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 |

 **LIABILITY AND INSURANCE**

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| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:    The sum of £1,480,284 Ex-Vat |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms. |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):  Professional Indemnity – £**[Redacted]** per claim and in the aggregate per annum Employers’ liability – as required by law  Third Party Public and Products Liability Insurance – £**[Redacted]** per occurrence and in the aggregate per annum |

## 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. By exception where the Supplier deems 5 working days notice to be insufficient to |
|  | enable an effective handover between the consultant/buyer resource, the Supplier may request an additional number of days, and will ensure any such request is kept to a minimum. The Buyer will consider the request; in all cases, the Buyer’s view on any proposed extension to minimum notice period is final. In considering any such request the Buyer will consider the Supplier’s view in determining any extension to the minimum notice period. |
| **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 Supplier will complete the handover plan process as highlighted by the DHSC T&T  Offboarding process (usually a 5 day handover to staff highlighted)13.2 |

 **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**:  Commercially Sensitive Information will include but not be limited to:  The Customer’s Services Required / Statement of Requirements shown at Annex A of this document.  Any contracted outputs and deliverables the Supplier will provide to the Customer under the terms of this contract. |

 **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**:  Short form security requirements, as indicated in Schedule 7 of the RM6008 terms and conditions of contract. |
| **10.4** | **ICT Policy:**  As per Department for Health and Social Care standard policy |
| **10.6** | **Business Continuity & Disaster Recovery**: |

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|  | 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:  **4C Associates**  **The Kensington Centre**  **66 Hammersmith Road**  **London, W14 8UD**  **England** | | | | | |
| **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 | * “4C Weekly Report”A summary of resource utilised: activities completed sent to Line Managers. Highlighting   Deliverables, Key Next Steps and any issues for escalation   * Monthly Timesheet summary sent to Line Managers to approve time * Summary timesheet and costs assigned in the month completed sent to | PowerPoint            Email with  Excel summary      Excel | Weekly            Monthly      Monthly |

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|  | |  |  | Commercial & Contract  Leads;  • A rolling month (c.4 weeks) forecast of resource expected sent to  Commercial & Contract  Leads | | Excel | Monthly | |  |
|  |  | |  |  | |
| **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      Name: **[Redacted]**  Email: **[Redacted]**  Name: **[Redacted]**  Email: **[Redacted]** | | | | | | | |
|  | **Contract Reference:** | | | | CCCC21A51 | | |  | |
| **Date:** | | | | **17/03/2021** | | |
| **Description Of Authorised Processing** | | | | **Details** | | |
| 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. | | |

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| --- | --- | --- | --- | --- |
|  | 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 |
| 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.**

**For and on behalf of the Supplier:**

|  |  |
| --- | --- |
| Name and Title | **[Redacted]** |
| Signature | **[Redacted]** |
| Date | 23-04-2021 |

**For and on behalf of the Customer:**

|  |  |
| --- | --- |
| Name and Title | **[Redacted]** |
| Signature | **[Redacted]** |
| Date | 26/04/21 |

**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. On a weekly basis the Supplier shall, at no additional cost to the Customer, provide a project report to the Customer setting out:

* 1. Achievements last week, Priorities for the next week, a summary of any risks/issues for escalation and a summary of resources (sent to each individual relevant Line Manager)
  2. On a monthly basis for the Commercial and Contract Lead there will be a summary of invoiced time for the last month and a current projection, based on known information at the time, of spend for the next 4 weeks, and estimate for the remainder of the contract duration.

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.

# ANNEX A – SERVICES REQUIRED

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| --- |
| [Redacted] |