# Framework Schedule 6a (Short Order Form Template and Call-Off Schedules)

# **Order Form**

CALL-OFF REFERENCE:

| THE BUYER:        | Infected Blood Inquiry  |
|-------------------|---|
| BUYER ADDRESS     | Aldwych House, 5 <sup>th</sup> Floor, 71-91 Aldwych, London<br>WC2B 4HN |
| THE SUPPLIER:     | Law Absolute Ltd  |
| SUPPLIER ADDRESS: | Queens House, 55/56 Lincolns Inn Field, London, WC2A 3LJ                |

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14<sup>th</sup> June 2024.

It's issued under the Framework Contract with the reference number RM6277 for the provision of Non Clinical Staff.

CALL-OFF LOT(S): Lot 4 - Legal

#### CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1. This Order Form.
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6277
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6277
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 7 (Financial Difficulties including Annex 5 Optional Terms for Bronze Contracts)
    - Joint Schedule 10 (Rectification Plan) Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6277
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
      - Call-Off Schedule 3 (Continuous Improvement)
- 4. CCS Core Terms (version 3.0.11)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6277

These schedules are available to view and download on the CCS website. No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

| CALL-OFF START DATE:                                 | 15th June 2024                        |
|--|---------------------------------------|
| CALL-OFF EXPIRY DATE:                                | 30 September 2024                     |
| CALL-OFF DELIVERABLES:<br>the Infected Blood Inquiry | The provision of up to 42 Workers for |
| ~  |                                       |

| Job Role/Title      | Various – see Call-Off Charges |
|---------------------|--------------------------------|
| Assignment Type     | Temporary                      |
| Hours/Days required | Standard                       |

| Detail on unsocial hours required       | -                |
|---|------------------|
| High cost area supplements that may     | 2.Inner London   |
| apply                                   |                  |
| Immunisations required                  | -                |
| Fee Туре                                | 3. No Disclosure |
| Equivalent Agenda for Change (NHS)      | -                |
| Pay band (as determined by the rate     |                  |
| card)                                   |                  |
| Expenses to be paid or benefits offered | -                |
| Expenses to be paid by Temporary        | -                |
| Worker                                  |                  |
| Disclosure and Barring Service check    | -                |
| requirements                            |                  |
| BPSS required                           | yes              |
| State any other required clearance      | -                |
| and/or background checking              |                  |
| Supplier to provide ID badges?          | No               |

#### **GDPR POSITION**

Independent Controller: The GDPR provisions for this Call-Off Contract are stated in Joint Schedule 11 – Processing Data, and its annexes.

The contact details of the Relevant Authority's Data Protection Officer are: <u>dpo@cabinetoffice.gov.uk</u>

The contact details of the Supplier's Data Protection Officer are: REDACTED TEXT under FOIA Section 43 (2), Commercial Information

#### MAXIMUM LIABILITY

Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than 150% of the Estimated Yearly Charges.

#### CALL-OFF CHARGES (POST 12 WEEKS) REDACTED TEXT under FOIA Section 43 (2), Commercial Information

| CCS Rate Card<br>(RM6277) Daily<br>Rate (PAYE)                  |      |      |
|---|------|------|
| Working Time<br>Regulations -<br>WTR                            |      |      |
| Employers<br>National<br>Insurance<br>Contributions<br>_ENIC    |      |      |
| Pension<br>Contribution   |      |      |
| Supplier Fee<br>(discounts may be<br>applied from rate<br>card) |      |      |
| 12 weeks discount   |      |      |
| Total Charge  | <br> | <br> |
|   |      |      |
| -   |      |      |
|   |      |      |

| Shift type     | Weekdays               |
|----------------|------------------------|
| Checking level | With disclosure (BPSS) |
|                | 1                      |

For the avoidance of doubt, the Total Contract Value shall not exceed £250,000.00

Discounts under Framework Schedule 1 Clause 13.24 and 13.25 will only be discounted to standard Framework Agreement Charges

PAYMENT METHOD

BACS transfer.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. It must also clearly state the Purchase Order number.

BUYER'S INVOICE ADDRESS: REDACTED TEXT under FOIA Section 40, Personal Information

Framework Ref: RM6277 Project Version: v1.0 Model Version: v3.8

#### BUYER'S AUTHORISED REPRESENTATIVE: REDACTED TEXT under FOIA Section 40, Personal Information

#### SUPPLIER'S AUTHORISED REPRESENTATIVE REDACTED TEXT under FOIA Section 40, Personal Information

| For and on behalf of the Supplier: |   | For and on behalf of the Buyer: |   |
|------------------------------------|---|---------------------------------|---|
| Signature:                         |   | Signature:                      |   |
| Name:                              | REDACTED TEXT under FOIA<br>Section 40, Personal<br>Information | Name:                           | REDACTED TEXT under FOIA<br>Section 40, Personal<br>Information |
| Role:                              | REDACTED TEXT under<br>FOIA Section 40, Personal<br>Information | Role:                           | REDACTED TEXT under<br>FOIA Section 40, Personal<br>Information |
| Date:                              | 18 June 2024  | Date:                           | 24/06/2024  |

Annex A – Statement of Requirement

# 1. PURPOSE

- 1.1 The Infected Blood Inquiry (the 'Authority') has a requirement for a supplier to provide up to 28 Paralegals to work with the Inquiry legal team on concluding the Inquiry's work. The Inquiry is expected to conclude at the end of September 2024.
- 1.2 The Authority currently has provision for these Paralegals under a contract with Law Absolute, a supplier on the RM6160 Commercial Agreement. This contract will conclude in mid June 2024.

The Authority is seeking to retain the Paralegals provided by the current supplier which have worked with the Infected Blood Inquiry to this point.

# 2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Infected Blood Inquiry is examining why men, women and children in the UK were given infected blood and/or infected blood products in the 1970s and 1980s which caused HIV or hepatitis C; the impact on their families; the response by the authorities, including government; the nature of any support provided following infection; and whether there was a cover-up.
- 2.2 For further information about the Inquiry, please see our website <u>www.infectedbloodinguiry.org.uk</u>

# 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

3.1 The Inquiry is looking for highly capable, experienced Paralegals to work with the Infected Blood Inquiry legal team. The roles will require providing advice to the Chair of the Inquiry on a broad and diverse range of issues. The successful candidates will be responsible for investigating and gathering a broad range of evidence, which includes managing a disclosure exercise and taking witness evidence. While previous experience or knowledge may be preferable, the work is likely to involve a rapid learning curve to acquire legal skills and knowledge.

#### 4. DEFINITIONS

| Expression or<br>Acronym | Definition   |
|--------------------------|--|
| BPSS                     | means Baseline Personnel Security Standard   |
| Paralegals               | Paralegals have completed some legal training but are not yet fully qualified as a lawyer. |
| The Inquiry              | means The Infected Blood Inquiry ('the Authority')   |

# 5. SCOPE OF REQUIREMENT

- 5.1 The Provider is responsible for providing and recruiting experienced Paralegals with clearance at Baseline Personnel Security Standard (BPSS). The Authority will train the Paralegals in the work to be carried out.
- 5.2 Where the Provider is required to source new Paralegals for this requirement, the Provider will:
  - 5.2.1 Provide an application form to all Paralegals who have expressed an interest in working with the Inquiry. This shall include all referrals, in addition to those who respond to adverts issued by the Provider.
  - 5.2.2 Forward all application forms to the Authority to be sifted.
  - 5.2.3 Schedule the interviews with the sifted candidates.
  - 5.2.4 On board successful candidates in a timely and efficient manner.

#### 6. THE REQUIREMENT

- 6.1 The Authority is seeking a maximum of 28 Paralegals to continue their work with the Infected Blood Inquiry.
- 6.2 The Paralegals shall be continuously employed for the period of the contract, unless a reduction is requested by the Inquiry. Any individuals who leave before the end of their contract may require their posts to be backfilled quickly.
- 6.3 Duties will include taking written statements which will involve interviewing witnesses, extracting relevant themes and issues, and drafting the instructions into a statement.

- 6.4 Research will also be undertaken on discrete issues relevant to the Inquiry.
- 6.5 It is anticipated that the paralegals currently engaged on the Inquiry by Law Absolute will be retained insofar as possible, with these Paralegals transferring to the Supplier of this contract on a Temp to Temp basis.

#### 7. KEY MILESTONES AND DELIVERABLES

#### 7.1 The following Contract milestones/deliverables shall apply:

| Description:  | Milestone:                                    |
|---|---|
| Continued and seamless engagement with<br>the paralegals currently working with the<br>Inquiry under the contract which is coming to<br>an end. | Ongoing until the conclusion of the contract. |
| Provide CVs for replacement paralegal<br>should an incumbent give notice to leave and<br>the Inquiry requires them to be replaced.              | 3 working<br>days.                            |

#### 8. MANAGEMENT INFORMATION/REPORTING

8.1 The Authority will be responsible for managing performance by the Paralegals once the contract with the Inquiry starts.

#### 9. VOLUMES

9.1 The Inquiry is seeking a maximum of 28 Paralegals during the life of the Contract. Any further increase in Paralegals and therefore increase in Contract value would be subject to further financial approval. The requirement is expected to decrease as the Inquiry moves towards its conclusion.

#### 10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

#### 11. SUSTAINABILITY / SOCIAL VALUE

11.1 Not applicable.

#### 12. QUALITY

12.1 These are challenging Paralegal roles. The roles require an ability to assimilate, analyse and assess large volumes of documentary evidence; to draft clear, accurate and concise written work; and the people skills in order to effectively engage with colleagues and stakeholders, including vulnerable witnesses.

Previous legal experience and knowledge will be of benefit but is not essential.

#### 13. PRICE

13.1 The price will be a daily rate of £REDACTED TEXT under FOIA Section 43

 (2), Commercial Information (pay to worker), with Supplier elements in line with RM6277 Lot 4 – Legal Supply. All costs are excluding VAT.

#### 14. STAFF AND CUSTOMER SERVICE

- 14.1 The Provider shall ensure that Paralegals recruited understand the purpose of the Inquiry and the nature of the work to be carried out.
- 14.2 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service. It is imperative that all vacancies are filled for the entirety of the contract (unless a reduced requirement is advised by the Inquiry).
- 14.3 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

# 15. SERVICE LEVELS AND PERFORMANCE

15.1 The Authority will measure the quality of the Supplier's delivery by:

| 1 | Paralegal employment | Ensuring that the required<br>number of Paralegals (up to 28)<br>are employed under the<br>contract at all times and for the<br>entirety of the contract, unless<br>a reduction is requested by the<br>Inquiry | 100% |
|---|----------------------|--|------|
| 2 | Providing CVs        | To provide a good range of CVs by the agreed timescales.   | 95%  |
| 3 | Arranging interviews | To arrange interviews within 4 working days of the Inquiry   | 90%  |
|   |                      | confirming the outcome of any sift stage   |      |
| 4 | Onboarding           | To complete the onboarding<br>process including BPSS check<br>within 14 working days of the<br>applicant accepting the role.   | 90%  |

# 16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 All recruits must have BPSS clearance. The Provider shall provide the BPSS certificate to the Inquiry, which confirms that level of clearance has been obtained.

# 17. PAYMENT AND INVOICING

- 17.1 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. It must also clearly state the Purchase Order number.
- 17.2 Invoices should be submitted to: finance@infectedbloodinquiry.org.uk
- 17.3 The Supplier shall ensure that Paralegals are paid within 20 working days of joining the Inquiry.

#### 18. CONTRACT MANAGEMENT

- 18.1 A Nominated Account Manager will be the Inquiry team's key contact, and provide updates as requested on each candidate's progress through the onboarding system.
- 18.2 The Account Manager shall have a weekly update Phone Call with the Deputy Solicitor in charge of recruitment.
- 18.3 Dedicated day to day Manager for Paralegals to liaise with, in relation to any pay or contract issues.
- 18.4 Account Manager to email a copy of the BPSS Certificate for each candidate as soon as they receive it, to avoid undue delay in the on-boarding process.
- 18.5 Travel and subsistence and all related expenses will not be included in this exercise and will be picked up in a separate agreement.

#### 19. LOCATION

19.1 The services will be carried out at a range of locations throughout the UK including Aldwych House, 71-91 Aldwych, London WC2B 4HN and the National Archives, Kew, Richmond, Surrey, TW9 4DU.