



Crown
Commercial
Service

Provision of Flowcultura Testing
To
Department of Health and Social Care

From

Bramble Hub Limited

Contract Reference: CCZX21A16

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	CCZX21A16
From	The 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 ("CUSTOMER") Customer Contact: [REDACTED]
To	Bramble Hub Limited 9e Albert Embankment Vauxhall London SE1 7SP ("SUPPLIER")
Date	20 th March 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: 2nd March 2021
1.2.	Call Off Expiry Date: End date of Call Off Initial Period: 31st August 2021 End date of Call Off Extension Period: NA Minimum written notice to Supplier in respect of extension: NA

2. SERVICES

2.1.

Services required:

1. One to one weekly development sessions [REDACTED]



2. Build understanding, listen and begin the shift through enhancing self-awareness.

- **2 x one-to-one reflective conversations** with each member of Testing's core leadership team [REDACTED]. Written up and analysed by theme, these virtual conversations will feed into the workshop 1 and 2 design.
 - These will take place before workshop 1 and 2 respectively
 - The conversations are 'reflective' and two-way, beginning to develop the participant's self-awareness. They will evoke thought and agency in the individual members, beginning the change journey.
 - They also begin to build trust between flowcultura and the participants that promotes openness and honesty more quickly in the workshops.
 - Assuming
 - 16 x Director 121 conversations facilitated by 1 lead practitioner.
- **One-to-one reflective conversations** with the wider leadership team (e.g. HR, finance and clinical support etc). Written up and analysed by theme, these virtual conversations will feed into the 3 and 4 workshop design.
 - These will take place before workshop 3
 - The conversations are 'reflective' and two-way, beginning to develop the participant's self-awareness. They will evoke thought and agency in the individual members, beginning the change journey.
 - They also begin to build trust between flowcultura and the participants that promotes openness and honesty more quickly in the workshops.
 - Assuming
 - 8 x Snr Leader 121 conversations facilitated by 1 senior practitioner.

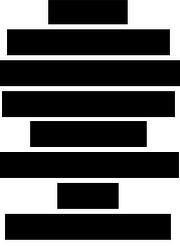
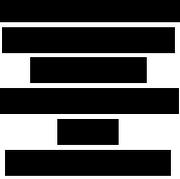
3. Start to build a more cohesive team and appropriate culture within the Testing leadership team and key stakeholders

- Design and hold an **insights session** with Testing COO and Chief of Staff to share insights, highlight strengths, risks, challenges and their impact.
 - In this session we will offer guidance and support with input on how to include and engage leaders in collectively progressing as a team toward their shared goals.
 - Assuming a 1 hr virtual session facilitated by 2 lead practitioners.
- Use the outputs of phase 1 along with the COO insights session to design a **series of 4 highly experiential and participative leadership team culture development workshops** grounded in the team's real work. These will help create awareness and understanding of their own role in creating the future function and their personal impact on the and function's culture.
- The workshops will:
 - Address hidden barriers to change, e.g. fear of failure.
 - Rebalance the risk/ reward equation facilitating behaviour change.

	<ul style="list-style-type: none"> ○ Work with live challenges and give leaders clear and practical tools they can apply. <ul style="list-style-type: none"> ▪ This includes developing and agreeing the agenda, outcomes and overall flow of the events [REDACTED] (and any other relevant parties) before developing participant pre-work, slides, handouts, and materials. ▪ Assuming 2 x 2hr workshops with the core team and ▪ 2 x 2hr virtual workshops with the wider team facilitated by 2 lead practitioners.
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3. PROJECT PLAN

3.1.	Project Plan:						
	The required output expected from this resource will ensure that the extent of service is fully complete prior to the contract end date and therefore no handover is required						
	Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments

Step 1	<ul style="list-style-type: none"> • 3 x COO 121 developmental sessions • Design, prepare for and run 1st round of 121 diagnostic conversations with Directors 	Approx. 8 weeks	Approx mid to late April 2021 (fluid due to availability of senior DHSC staff)			None
Step 2	<ul style="list-style-type: none"> • 3 x COO 121 developmental sessions • Review and analyse 121 director conversations. • Summarise and document findings • Design and run an insights session with the COO and chief of staff to share findings, highlight strengths, risks, challenges and impact • Design and prep for leadership team culture workshop 1 & 2 (including format, agenda, materials etc) • Carry out and write up the 2nd round of reflective 121 Director conversations 	Approx. 7 weeks	Approx early to mid May 2021 (fluid due to availability of senior DHSC staff)	<p>Timely availability for</p> 		None

Step 3	<ul style="list-style-type: none"> • 3 x COO 121 developmental sessions (with Mark Hewlett) • Carry out and write up reflective 121 Senior Leader conversations • Review and analyse 121 Senior Leader conversations • Design and prep for leadership team culture workshop 3 & 4 (including format, agenda, materials etc) 	Approx. 8 weeks	Approx early June to August (fluid due to availability of senior DHSC staff)	<p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p>	██████████	None
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4. CONTRACT PERFORMANCE

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: Not Required
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.

5. PERSONNEL

5.1	Key Personnel: ████████████████████ ████████████████████
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5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p> <p>Applied as per clause 28.2.</p> <p>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.</p> <p>This sub-clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.</p> <p>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.</p> <p>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):</p> <ul style="list-style-type: none"> • 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.
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6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>Table of grades & rates:</p> <p>Firm price, not based on grades and rates. See section 3.1</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p> <p>Total – £56,796</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>30 days inline with framework terms via BACS</p>

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)) <div style="background-color: black; width: 200px; height: 15px; margin-bottom: 5px;"></div> 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.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: N/A
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.

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £56,796.00 (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 The supplier's total liability shall not exceed the 125% of the Estimated Year 1 Call Off Contract Charges
7.3	Insurance (Clause 38.3 of the Call Off Terms): Professional Indemnity – £5m per claim and in the aggregate per annum Third Party Public and Products Liability Insurance – £5m per occurrence and in the aggregate per annum

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms):
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	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: Not applicable

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The Supplier's, proposal and pricing shall be classified as commercially sensitive information.

10. OTHER CALL OFF REQUIREMENTS

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: Select short form security requirements.
10.4	ICT Policy: As per Department for Health and Social Care standard policy.
10.6	Business Continuity & Disaster Recovery: Not applicable
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Not Applicable

10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address: Department of Health and Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU</p> <p>Supplier’s postal address and email address: Bramble Hub Limited 9e Albert Embankment London SE1 7SP</p> <p>e-mail: ████████████████████</p>												
10.10	<p>Transparency Reports</p> <p>As set out in the table below (and Call Off Schedule 13 (Transparency Reports)):</p> <table border="1" data-bbox="309 1151 1442 1666"> <thead> <tr> <th data-bbox="309 1151 560 1200">TITLE</th> <th data-bbox="560 1151 979 1200">CONTENT</th> <th data-bbox="979 1151 1150 1200">FORMAT</th> <th data-bbox="1150 1151 1442 1200">FREQUENCY</th> </tr> </thead> <tbody> <tr> <td data-bbox="309 1200 560 1599">Project Progress & Deliverables Report</td> <td data-bbox="560 1200 979 1599"> <ul style="list-style-type: none"> • 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 </td> <td data-bbox="979 1200 1150 1599">Excel or Word</td> <td data-bbox="1150 1200 1442 1599">Weekly</td> </tr> <tr> <td data-bbox="309 1599 560 1666"></td> <td data-bbox="560 1599 979 1666"> <ul style="list-style-type: none"> • </td> <td data-bbox="979 1599 1150 1666"></td> <td data-bbox="1150 1599 1442 1666"></td> </tr> </tbody> </table>	TITLE	CONTENT	FORMAT	FREQUENCY	Project Progress & Deliverables Report	<ul style="list-style-type: none"> • 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 	Excel or Word	Weekly		<ul style="list-style-type: none"> • 		
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10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>Not applicable.</p>												
10.12	<p>Call Off Tender:</p> <p>In Schedule 16 (Call Off Tender).</p>												

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). Flowcultura Limited																				
10.15	Processing Data Call Off Schedule 17 Not applicable Name: ██████████ Email: ████████████████████ Name: ██████████ Email: ████████████████████																				
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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	20 May 2021

For and on behalf of the Customer:

Name and Title	[REDACTED] [REDACTED]
Signature	[REDACTED]
Date	20/05/21