

**PROVISION OF HR TEAMS FOR T&T**

**TO**

**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**FROM**

**ERNST & YOUNG LIMITED**

**Contract Reference:** **CCCC21A49**

Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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**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 **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.

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| Order Number | CCCC21A49 |
| 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  **("CUSTOMER")** |
| To | Ernst & Young Limited  1 More London Place,  London,  SE1 2AF  **("SUPPLIER")** |
| Date | 16th March 2021  **("DATE")** |

SECTION B

1. call off contract period

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|  | **Call Off Commencement Date**: This contract is deemed to have commenced from the 05/10/2020 |
|  | **Call Off Expiry Date**:  End date of Call Off Period shall be: 31/03/2021.  There shall be no further expressed extension provisions for thepurposes of this contract. |

1. Services

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| 2.1. | **Services required**:  The scope of services for this contractual requirement are detailed below:   * Support the Customer in developing the Mid Term Training plan - Adapt curriculum to hybrid model / finalise, Equipment requirements and Material and SOP creation * Support the Customer in development of the approach and initial delivery of Assessment Centres and of the Onboarding and training approach for the MegaLabs * Activate and refine the integrated onboarding and training approach for the Leamington Spa Lab, including design of the core training curriculum and onboarding activity: This includes development, production and roll out of core, technical and behavioural training through February/March. * Build on the onboarding programme so that assets and processes are in place and the programme operates for scaled recruitment; smooth the candidate journey working with Medacs and put in place feedback channels and ensure the next cohorts have a positive onboarding experience. * Support the Customer in providing logistics and co-ordination for onboarding and training activity to include liaison with Medacs/recruitment team; scheduling of communications; management of responses, management and adaptation of schedules/requirements, liaison with stakeholders, trouble shooting. Set up/scheduling of activity for first Pioneer group.   The Customer is responsible for providing reasonable assistance to the Supplier to provide access to data, systems, and tooling necessary in the performance of the Contract.  Customer is responsible for the accuracy and completeness of the data supplied to the Supplier’s resources and that any such data provided to Supplier’s resources doesn’t infringe any copyright or other third-party rights. Supplier resources will rely on the data made available to the Customer. Supplier resources will have no responsibility to evaluate or verify the accuracy of such data or information, unless expressly agreed otherwise. Customer is also responsible for defining and carrying out the quality assurance processes on the output of the tasks and services provided by the Supplier’s resources. Such quality assurance processes will be sufficient to provide confidence on the quality of the output (e.g. analysis, algorithm, report etc) produced and contributed by the Supplier resources.  Limitations on the scope of Services:  DHSC T&T retain management responsibility for the programme  EY will not be providing services based on any assurance standards |

1. PROJECT Plan

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| **3.1.** | **Project Plan**:  The Individual workplans will be agreed with Customer line managers overseeing each team member.  Individuals must ensure knowledge transfer and documented handover before exit from role. Individuals to work with Customer line manager to capture this. |

1. 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 against agreed budgets |
| **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**:  **Department of Health and Social Care:**  **REDACTED**  The Supplier  **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 they have 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):  The total value of this contract shall be £718,040.00 (excluding VAT). A full break down of these costs is included below:  **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.  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 |
| **6.3** | **Reimbursable Expenses**:  The Supplier will obtain prior written approval from the Customer before incurring any expenses. Expenses will be capped at a value of £2,150.00 |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  All invoices and payments must be submitted to to the following address:  **REDACTED** |
| **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 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  1 January and 1 July each year |
| **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 £718,040.00 (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. Clause 37.2.1 of the Call Off Terms is amended to increase the minimum liability cap to £2 million |
| **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 Supplier will 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). The draft knowledge transfer plan shall set out as a minimum:   * the Supplier's proposed methodology for achieving the transfer of all relevant knowledge to the Customer and/or Replacement Supplier which might be necessary to ensure a rapid, orderly, non- disruptive transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract; * a project plan for effective knowledge transfer, including Milestones and Deliverables; * identification of all critical processes and information that will be documented and provided to the Customer and/or Replacement Supplier and the timescales for documentation and provision; * the proposed format of documentation and/ or training that will be provided by the Supplier as part of knowledge transfer and the proposed dates for provision; and * definitions of an agreed acceptable standard and sign-off process (including roles and responsibilities from Supplier and Customer teams)   The Parties shall use reasonable endeavours to agree the contents of the knowledge transfer plan. If the Parties are unable to agree the contents of the Exit Plan within ten (10) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.  Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall, at its own cost and expense:  comply with all of its obligations contained in the knowledge transfer plan and shall make the Supplier Personnel and the information available for the purposes of knowledge transfer to the Customer and/or the Replacement Supplier.  provide dedicated resource time from Key Supplier Personnel, as agreed by both parties, who were actively engaged in the provision of the Services to carry out the knowledge transfer activities set out in the knowledge transfer plan. This cost will be absorbed by the Supplier at the time of contract expiry. |

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**:  **REDACTED** |

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**:  Short Form |
| **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:  1 More London Place, London, SE1 2AF  **REDACTED** |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports). |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**  If the Supplier is liable to the Customer (or to any others for whom Services are provided) under this Call Off Contract or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, the Supplier’s liability to the Customer shall be several, and not joint, with such others, and shall be limited to its fair share of that total loss or damage, based on its contribution to the loss and damage relative to the others’ contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of the Supplier’s proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.  Clauses 34.1.4 and 34.10 of the Call Off Terms will only apply to Project Specific IPR Items which have been specifically commissioned by the Customer to be characterised as Open Source and which the Supplier and the Customer have agreed in this Call Off Order Form will be designated as such.  Subject to applicable Law, the Supplier may provide Customer Data to other members of the global network of Ernst & Young firms (“EY Firms”), each of which is a separate legal entity, the Supplier’s or other EY Firms’ subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons") and external service providers of the Supplier, other EY Firms, or EY Persons (“Service Providers”) who may collect, use, transfer, store or otherwise process it (collectively “Process “Processed” as interpreted in context”) in various jurisdictions in which they operate for purposes related to: > (1) the provision of the Services; > (2) complying with regulatory, and legal obligations to which the Supplier is subject; > (3) conflict checking; > (4) risk management and quality reviews; and > (5) internal financial accounting, information technology and other administrative support services (collectively “Processing Purposes”).  Where Customer Data is Processed by EY Firms or EY Persons or Service Provider(s) or all parties, the Supplier shall be and remain responsible for maintaining the confidentiality of Customer Data.  For the Processing Purposes referred to above, the Supplier and other EY Firms, EY Persons and Service Providers may Process Client Information relating to identified or identifiable natural persons (“Personal Data”) in various jurisdictions in which they operate (EY office locations are listed at [www.ey.com](http://www.ey.com)<<http://www.ey.com>>[>)](file:///C:/Users/zn691qt/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/8DLL2ON7/%3E)). The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at [www.ey.com/bcr](http://www.ey.com/bcr)<<http://www.ey.com/bcr>>[>)](file:///C:/Users/zn691qt/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/8DLL2ON7/%3E)). The Supplier will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations including (without limitation) Data Protection Act 2018 and with its coming into force, the EU General Data Protection Regulation 2016/679 and any legislative instrument, law or regulation that may supersede or amend it. The Supplier will require any Service Provider that Processes Personal Data on its behalf to adhere to such requirements. For Services where the Supplier acts as processor processing Personal Data on the Customer’s behalf, appropriate data processing terms will be included in these Call Off Terms in Schedule 16. For the avoidance of doubt, the Supplier is acting as a Controller of Personal Data that it Processes for the Processing Purposes as defined in paragraph 4 sub-sections (2), (3), (4) and (5) above.  The Customer warrants that it has the authority to provide Personal Data to the Supplier in connection with the performance of the Services and that any Personal Data provided to the Supplier has been Processed in accordance with applicable law. |
| **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** |
| |  |  | | --- | --- | | **Contract Reference:** | CCCC21A49 | | **Date:** | 05th October 2020 | | **Description Of Authorised Processing** | **Details** | | Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement. | | Use of Personal Data | Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities, | | Duration of the processing | For the duration of the Framework Contract plus 7 years. | | 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  Names  Job Title  Compensation  Tenure Information  Qualifications or Certifications  Nationality  Education & training history  Previous work history  Personal Interests  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  IP Address  Details of physical and psychological health or medical condition  Next of kin & emergency contact details  Record of absence, time tracking & annual leave | | Categories of Data Subject | Current personnel  Contractors/Consultants  Customers  Public officers  Suppliers  Website end users | | |
| **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 |  |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** | |
| Name and Title |  |
| Signature |  |
| Date |  |