



Crown
Commercial
Service

**T&T Commercial Transformation
To
Department of Health and Social Care**

**From
PA Consulting Services Limited**

Contract Reference: CCCC21A58

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the RM6008 Framework Agreement for the provision of Management Consultancy Services under Lot 3 – Complex and 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	To be confirmed post contract award
From	Department for Health and Social Care ("CUSTOMER")
To	PA Consulting Services Limited ("SUPPLIER")
Date	17.03.2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The Contract shall be deemed to have commenced on Monday 05 th April 2021.
1.2.	Expiry Date: Friday 25 th June 2021 NB: There is no further expressed extension provision for the purposes of this Contract. This Contract must end on Friday 25 th June 2021.

2. SERVICES

2.1.	<p>Services required:</p> <p>Workforce Planning, Recruitment and Org Design</p> <ul style="list-style-type: none"> • HR and Finance approvals achieved to recruit enduring roles (Business Case and RAB approval) • 150 staff members have contracts and loans extended • Agreed processes documented with a HR tracker and recruitment dashboards completed • Job descriptions completed for priority roles • Line manager communication packs developed • Agreed recruitment campaign plans with DHSC HR and GCO • Initial category taxonomy complete • Initial right sizing analysis of contract and pipeline spend <p>Commercial Processes and Workflow</p> <ul style="list-style-type: none"> • Process and Toolkit Working Groups running and handed over to G&A team • Change management processes running and handed over to G&A • Clear definitions of G&A Mission, Scope, Structures, Roles and Responsibilities and WoW <p>Onboarding and Offboarding</p> <ul style="list-style-type: none"> • Implemented end-to-end onboarding and offboarding process • Handover guide with onboarding offboarding tasks and detailed activities • Handover onboarding and reconnection sessions • Up to date onboarding documents stored on the Hub • Train the trainer events delivered to enduring resources (subject to DHSC resources being available) <p>Contract Data, Analytics Reporting and Portal Design</p> <ul style="list-style-type: none"> • Handover Data Business Continuity Plan • Improved Data Integrity Completeness • Implemented recommendations from Data Strategy • Clear articulation forward with portal implementation • Detailed action plan and roadmap • Plan for implementing spend analytics capability <p>Business Change, Internal Comms and Engagement</p> <ul style="list-style-type: none"> • Business change plan, impact assessment and updated stakeholder analysis for transition to NIHP • Implement a change agent network • TT Commercial Line Management Forum established • Communications and Engagement “how to” pack • Suite of wellbeing interventions • External comms working group
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	<p>PMO</p> <p>To provide programme management and oversight of Commercial Transformation Implementation for PA's support to the DHSC T&T Commercial Function, including:</p> <ul style="list-style-type: none"> • Coordination and alignment of PA workstream plans and outputs • Management of RAID • Workstream transition planning • PA Resource Management • Weekly, Monthly and Stocktake Reporting • Information management • Respond to ad hoc reporting requirements <p>Delivering Continuous Improvement and Capability Maturity Roadmap</p> <p>Outcomes and deliverables expected from the requested budget:</p> <ul style="list-style-type: none"> • Commercial continuous improvement framework (aligned to Government Commercial Operating Standards) • Commercial Capability Roadmap • Commercial Benefits Management and Realisation • Commercial Evaluation, Lessons Learnt and feedback mechanisms • Contract Management Engagement Matrix • Business Case development • Commercial Strategy and Blueprint • Analysis and segmentation of customer groups • Outline Commercial Customer Interfaces and RACI • Crown Commercial Services Delivery Integration • Commercial People Maturity Strategy (inc. Contract Management and ADC training) • Staff Ramp Down Planning and rationalisation (JDs, Role Titles) • Commercial Stakeholder Analysis and Mapping • Commercial Process Improvement Plan • Commercial Engagement Strategy and Plan (inc. interfaces with OGDs) • Implement Commercial Engagement Groups across SLT • Commercial Engagement events and products • Mobilise Commercial Engagement and Change Network • Create and roll-out Commercial Change Passport • Embedding Operating Model and Category Management Maturity Roadmap • Lessons Learned and applying recommendations from reviews and audits
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>Not used.</p>
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 of the Call Off Terms
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: In addition to the Services listed in section 2.1, the Supplier is also required to deliver, as part of the Services, the Service Level Agreements listed below and detailed in Annex 1 of this Call Off Order Form: <ul style="list-style-type: none"> • Invoice Accuracy: 99% of all invoices submitted to the Customer for payment in 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). • Output Delivery: Deliver all outputs to the timescales and quality agreed and accepted by the T&T Chief Commercial Officer. • Weekly Reporting: Produce a weekly report detailing progress against each of the contracted workstream outputs by no later than 6.00pm each Friday. • Monthly Reporting: Produce a monthly summary progress report and associated invoice for all work delivered under the call-off contract by close of business on the last working day of each month, including value-add hours worked beyond our contracted 8-hour days.
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Department of Health and Social Care: REDACTED – Commercial Lead REDACTED – Business Owner PA Consulting Services Limited: REDACTED - Senior Commercial Advisor REDACTED - Commercial Programme Delivery Manager REDACTED - Workforce Planning, Recruitment and Org Design Lead
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5.2	Relevant Convictions: In Clause 28.2 of the Call Off Terms
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6. PAYMENT

6.1

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):

- Support to end-June 2021:
 - 5 April – 25 June 2021 : £1,430,200 + £5,000 contingency for travel if required (rechargeable at cost) and £713,088 + £5,000 contingency for travel if required (rechargeable at cost)
 - Total: £2,153,288 (excl. VAT)

Role	Rate	Units required	Discount applied
Charged days			
Leadership			
T&T Partner in Charge REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	12	
T&T Senior Commercial SME REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	24	
T&T Programme Delivery Manager REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	36	

	PMO			
	T&T PMO REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	
	Governance & Assurance Support			
	T&T Governance, Approval and Process Lead REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	48	
	T&T Governance, Approvals and Processes Support REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	
	T&T Governance, Approvals and Processes Support REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	
	T&T Health SME REDACTED Approved RAB:	£ REDACTED	12	

	Start date: 05/04/2021 End date: 25/06/2021			
	Contract Data, Analytics Reporting & Portal Design			
	T&T Contract Data, and Analytics REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	
	T&T Contract Data, and Analytics REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	
	Comms with Commercial Engagement / Culture			
	T&T Commercial Change and Management Stakeholder Engagement REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	
	T&T Commercial Change and Management	£ REDACTED	60	

	Stakeholder Engagement REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021			
	Outer Office			
	T&T Interim Chief of Staff to Sarah Collins REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	
	Commercial Workforce Planning (incl. GCO), Hiring and Post Mapping			
	T&T Workforce Planning, Hiring and Post Mapping Lead REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	
	T&T Business Partner & PSR Transition Lead REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	
	T&T	£ REDACTED	40	

	Hiring, Approvals & Submissions Lead REDACTED Approved RAB: Start date: 05/04/2021 End date: 28/05/2021			
	T&T Hiring, Approvals & Submissions Support REDACTED Approved RAB: Start date: 05/04/2021 End date: 30/04/2021	£ REDACTED	20	
	T&T FTA Hiring Lead REDACTED Approved RAB: Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	
	T&T FTA Hiring Support REDACTED Approved RAB: Start date: 05/04/2021 End date: 30/04/2021	£ REDACTED	20	
	T&T FTA Hiring Support REDACTED Approved RAB: Start date: 05/04/2021 End date: 30/04/2021	£ REDACTED	20	

	Allowance for rechargeable expenses for travel outside of London base in accordance with DHSC policy	£REDACTED	1	
	Total	(excl. VAT) (Incl. VAT)	£1,435,200 £1,722,240	
	Role	Rate	Units required	Discount applied
	Charged days			
	T&T9665 Partner in Charge, Senior Healthcare Advisor, Programme Governance and Assurance REDACTED Approved RAB: 26/02/2021 Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	12	REDACTED %
	T&T9666 Senior Commercial Advisor, Programme Governance and Assurance REDACTED Approved RAB: 26/02/2021	£ REDACTED	12	% REDACTED

	Start date: 05/04/2021 End date: 25/06/2021			
	T&T9651 Commercial Programme Delivery Manager REDACTED Approved RAB: 26/02/2021 Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	24	REDACTED %
	Delivering Continuous Improvement and Capability Maturity Roadmap			
	T&T9854 Continuous Improvement and Capability Maturity Roadmap Lead REDACTED Approved RAB: 03/03/2021 Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	REDACTED %
	T&T9856 Continuous Improvement and Capability Maturity Roadmap Support REDACTED Approved RAB: 03/03/2021 Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	REDACTED %

	<p>T&T9855</p> <p>Continuous Improvement and Capability</p> <p>Maturity Roadmap Support</p> <p>REDACTED</p> <p>Approved RAB: 03/03/2021</p> <p>Start date: 05/04/2021</p> <p>End date: 25/06/2021</p>	£ REDACTED	60	REDACTED %
	<p>T&T TBC</p> <p>Continuous Improvement and Capability</p> <p>Maturity Roadmap Support</p> <p>TBC</p> <p>Approved RAB: Pending RAB</p> <p>26/03/2021</p> <p>Start date: 05/04/2021</p> <p>End date: 25/06/2021</p>	£ REDACTED	60	REDACTED %
	Stakeholder Management and Maturity Roadmap			
	<p>T&T9857</p> <p>Stakeholder Management, Engagement and Capability</p> <p>Maturity Roadmap Manager</p> <p>REDACTED</p> <p>Approved RAB: 03/03/2021</p> <p>Start date: 05/04/2021</p> <p>End date: 25/06/2021</p>	£ REDACTED	60	REDACTED %

	T&T TBC Dependencies, Risk Management and Business Case Support REDACTED Approved RAB: Pending RAB 26/03/2021 Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	REDACTED %
	T&T9656 Commercial Programme Delivery Support REDACTED Approved RAB: 26/02/2021 Start date: 05/04/2021 End date: 25/06/2021	£ REDACTED	60	REDACTED %
	Provision for Rechargeable Expenses for travel outside of London, in accordance with T&T policy	£ REDACTED	1	N/A
	Investment Days (not charged)			
	Total excl. VAT		—£748,300	£718,088
	Tatoal incl VAT		—£897,960	£861,706
	For the avoidance of doubt, the total contract value shall be £2,153,288 (ex VAT). The contract cannot exceed this amount, notwithstanding the relevant and applicable regulations as contained within the Public Contract Regulations (2015).			

6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Submitted invoices must be accompanied by supporting information including:</p> <ul style="list-style-type: none"> • Summary of hours booked 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. <p>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.</p> <p>Invoice payment will be approved upon acceptance of the Supplier's Monthly Report.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Permitted</p> <p>It is not anticipated that there will be any travel requirements to enable the delivery of the services of this contract. However, in the event that this is required, expenses can be claimed in line with the DHSC Travel and Subsistence policy.</p> <p>It is expected that the services will be delivered by consultants who are working from home or at the Supplier's offices.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Accounts Payable Department of Health & Social Care 39 Victoria Street London</p> <p>Email: REDACTED</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the contract term</p>
6.6	<p>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:</p> <p>Not applicable</p>

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
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7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £2,153,288 (excl. VAT)
7.2	Supplier's limitation of Liability: In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier's standard business insurance shall apply.

8. TERMINATION AND EXIT

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: Call Off Schedule 9 (Exit Management) shall be amended as follows: The following new paragraph 13 will be added: 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: <ul style="list-style-type: none"> 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;

	<ul style="list-style-type: none"> 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) <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> comply with all of its obligations contained in the Knowledge Transfer Plan and shall make available for the purposes of knowledge transfer to the Customer and/or the Replacement Supplier.
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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, rates and pricing shall be deemed 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: Short form security requirements
10.4	ICT Policy: To be provided by the Customer before the Commencement Date

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 defined if required during the contract term
10.7	Protection of Customer Data: In Clause 35.2.3 of the Call Off Terms
10.8	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 Email: REDACTED Supplier’s postal address and email address: PA Consulting Services Limited 10 Bressenden Place London SW1E 5DN United Kingdom Email: REDACTED
10.9	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.10	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable
10.11	Call Off Tender: The Supplier agrees that the deliverables will be as outlined in Section 2.1 of the Call Off Order Form.

10.12	Publicity and Branding: In Clause 36.3.2 of the Call Off Terms
10.13	Staff Transfer Not applicable
10.14	Processing Data Call Off Schedule 17 The contact details of the Customers Data Protection Officer are: To be completed post contract award The contact details of the Suppliers Data Protection Officer are: To be completed post contract award

Contract Reference:	CCCC21A58
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 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.
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names

		Job Title	
	Categories of Data Subject	Current personnel Contractors/ Consultants Customers Public officers	
10.15	MOD DEFCONs and DEFFORM 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	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
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	Invoice Accuracy	99% of all invoices submitted to the Customer for payment in 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).	$(A/B) \times 100$	Number of Accurate invoices submitted in the relevant KPI Measurement Period	Total number of invoices submitted in the relevant KPI Measurement Period
2	Output Delivery	Deliver all outputs to the timescales and quality agreed and accepted by the T&T Chief Commercial Officer.			
3	Weekly Reporting	Produce a weekly report detailing progress against each of the contracted workstream outputs by no later than 6.00pm each Friday.			
4	Monthly Reporting	Produce a monthly summary progress report and associated invoice for all work delivered under the call-off contract by close of business on the last working day of each month, including value-add hours worked beyond our contracted 8-hour days.			

The Customer shall measure performance against the key performance indicators on a weekly basis ("**KPI Measurement Period**"). Within 2 Working Days of the end of each week, 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. 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.
3. 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.