



**Crown
Commercial
Service**

**Provision of Resource for International Travel
Development**

To

Department of Health and Social Care

From

PA Consulting Services Limited

Contract Reference: WP 1658

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 Management Consultancy Framework Two Agreement for the provision of Lot 3: 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	To be confirmed, following Contract Award
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	PA Consulting Services Ltd (00414220) of 10 Bressenden Place, London, United Kingdom, SW1E 5DN ("SUPPLIER") [REDACTED] (Supplier contact name)
Date	28 th April 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: 4 th May 2021
1.2.	Call Off Expiry Date: 26 th November 2021

2. SERVICES

2.1.	<p>Services required:</p> <p>The services required under the contract are to deliver a combination of Project Delivery Services that support the new requirements for managing International Arrivals (IA) from 17th May onwards and deliver improvements across Trace in relation to International Travel.</p> <p>The team procured are a mix of roles to deliver on a number of projects, as outlined below.</p> <ul style="list-style-type: none"> • Isolation Assurance Compliance <ul style="list-style-type: none"> ○ One Project Manager to manage delivery of the Isolation Assurance Compliance Project ○ This project will transition the Isolation Assurance Service (IAS) calls to those international arrivals quarantining at home from PHE to NHS Test & Trace, deliver a set of improvements to the service and rebrand it as International Arrivals Compliance service (IAC). ○ This will lead to improved compliance and enforcement of quarantine rules, improved public trust due to a more joined-up service/alignment with NHS T&T and cost savings due to streamlining. • Greens <ul style="list-style-type: none"> ○ One Project Manager and one Business Analyst to deliver the 'Green' project ○ The project will deliver a traffic light system for international travel which has been approved and is expected to be live on 17 May (MPV). International arrivals who have only been to GREEN countries will not have to quarantine on arrival, but will be required to take a day 2 PCR test. ○ Project kickstarted alongside tech partners and wrap-around support already in place, alongside usual onboarding. • IA Exemptions <ul style="list-style-type: none"> ○ One Business Analyst to support delivery of the IA Exemptions Project ○ This project will set up a process that confirms compliance of those international arrivals who are exempt from quarantine (e.g. due to occupation) but must take tests. This will lead to improved compliance and enforcement of the agreed testing policy. ○ The BA will, as an immediate priority, support the re-scoping of the project following the introduction of a new technical solution. • De-Duplication and Test Result Matching <ul style="list-style-type: none"> ○ One Project Manager to deliver the De-Duplication and Test Result Matching Project ○ The project will pilot the use of a data-matching tool to resolve two key Use Case where we have business problems. The Project Manager will manage the pilot (including procurement, ops orchestration, DPIA, governance). Then if successful, use Senzing to resolve additional matching / de-duplication use cases (of which there's already ~10 Use Cases on the table). ○ Scope of Pilot - Use Case 1 - duplicate PLFs which cause multiple (undesired) SITEL calls to arrivals. ○ Use Case 2 - automated support for Keith Palmer's team, who currently try to match arrivals to +ve tests to trace contacts. • PMO <ul style="list-style-type: none"> ○ Two PMO resources to support the programme PMO
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	<ul style="list-style-type: none"> ○ Establish and maintain project controls, keeping the Programme leadership aware of the project status. ○ Prepare project performance reports, presenting statistics and researching new information. Provide information to support effective decision making for the project. ○ Manage professional relationships with a wide range of internal and external stakeholders, and act as lead point of contact for some external parties. ○ Monitor and report on potential risk areas, working with the project team members and escalating as appropriate. ○ Undertake secretariat duties, minutes and progress actions. ○ Collaborate on and deliver high quality programme documentation, responsible for programme file management using robust version control. <p>There are two further Project Management roles that are yet to be fully defined but have been approved.</p> <p>This dedicated project team is required to be established at pace in order to deliver these requirements and will work closely with other government departments and agencies as well as Test and Trace divisions and third part suppliers</p> <p>The scenery approach is being applied so if the roles are not what is required, or there are too many roles to deliver outcomes, this will be identified and acted upon proactively. Whilst the length of this contract may continue until 26th November, a monthly review of resource will be carried out to assess and align operational needs with capacity.</p>
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3. PROJECT PLAN

3.1.	Project Plan:
	Not applied

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: The Supplier shall provide weekly reports that include as a minimum: <ul style="list-style-type: none"> - - Timesheets for each individual

	<ul style="list-style-type: none"> - Progress by each area supported, as described at 2.1 - Any other material information pertinent to the delivery of the Services and/ or reasonably requested by the Customer. <p>The report shall be agreed by a DHSC representative within two (2) Working Days.</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> <p>See 6.1</p>
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>

6. PAYMENT

6.1

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

Five (5) Working Days' notice shall be provided to the Supplier for any/ all individuals' end dates to be sooner than set out below. In such circumstances, those individuals shall provide a full knowledge transfer as reasonably required by the Customer, according to the Services set out in 2.1,

The supplier must also obtain written acceptance from the DHSC Contract Lead prior to any change of resource being provided under this contract.

Table of grades & rates:

Role	Daily Rate	Nr of Working Days	Total
Senior Project Manager- Isolation Assurance Compliance (IAC) Start Date - 04/05/21 End Date – 26/11/21			
Business Analyst - IA Exemptions Start Date - 10/05/21 End Date – 26/11/21			

	Project Manager - Green Start Date - 05/05/21 End Date – 26/11/21	████	██	████
	Business Analyst - Green Start Date - 05/05/21 End Date – 26/11/21	████	██	████
	Project Manager -Test result matching Start Date - 05/05/21 End Date – 26/11/21	████	██	████
	Programme Support Manager - ITP Programme Support Start Date - 05/05/21 End Date – 26/11/21	████	██	████
	Programme Support -ITP Programme Support Strat Date - 05/05/21 End Date – 26/11/21	████	██	████
	Project Manager TBC – start date to be agreed with T&T	████	██	████
	Project Manager TBC – start date to be agreed with T&T	████	██	████
	Total excl. VAT	£1,642,480		
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Monthly in arrears, according to invoices that must be accompanied by supporting information including: <ul style="list-style-type: none"> completed timesheets for amounts set out in the relevant invoice; aggregation of DHSC-approved Weekly Reports as described at 4.4; and such other information as the Customer (acting reasonably) may require in order to verify the invoiced amounts. 			
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; height: 15px; width: 100%; margin-top: 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 unless resource is required to be removed at agreed intervals with Test and Trace operations
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: A maximum of £1,642,480 excluding VAT as set out in 6.1
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
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

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: In Call Off Schedule 9 (Exit Management), which shall be amended as follows:

	<p>The following new paragraph 13 will be added:</p> <p>13.1 The Supplier will produce and submit to the Customer a Knowledge Transfer Plan on a role by role basis at the point when a transfer or exit from a specific role is agreed.). The knowledge transfer plan shall set out as a minimum:</p> <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; • 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) <p>13.2 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>13.3 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> <p>13.3.1 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.</p>
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9. SUPPLIER INFORMATION

9.1	<p>Supplier's inspection of Sites, Customer Property and Customer Assets:</p> <p>Not applicable</p>
9.2	<p>Commercially Sensitive Information:</p> <p>The supplier's Commercially Sensitive Information and the duration for which it should be confidential is:</p> <ul style="list-style-type: none"> • PA Applicable Rate Card • PA MCF2 Rate Card • Total price (when accompanied by grade and effort) <p>Notwithstanding the designation of any such information as Commercially Sensitive Information, if the information would not be exempt under Freedom of</p>

	Information Act or the Environment Information Regulations the Customer may publish it under Clause 35.4.8 (Transparency and Freedom of Information).
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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 requirement shall apply. All supplier personnel will be required to have BPSS security clearance prior to commencing any work under this contract.
10.4	ICT Policy: As per Department for Health and Social Care standard policy
10.6	Business Continuity & Disaster Recovery: Not Applied
10.7	NOT USED
10.8	Protection of Customer Data In clause 35.2.3 of the Call Off Terms
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: Attention: XXXXXXXXXX PA Consulting Services 10 Bressenden Place London SW1E 5DN With a copy to the Head of Group Legal at the address above.

10.10	Transparency Reports N/A										
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: AC1: The Supplier will use reasonable endeavours to meet all agreed dates, however, time is not of the essence in respect of dates set out in the Project Plan (if applicable) or in the Call-Off Agreement.										
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 Not applicable										
10.15	Processing Data Name: [REDACTED] Email: [REDACTED] Name: PA Consulting Email: [REDACTED]										
<table border="1"> <thead> <tr> <th>Description Of Authorised Processing</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Identity of the Controller and Processor</td> <td>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.</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including delivery of the Services.</td> </tr> <tr> <td>Duration of the processing</td> <td>For the duration of the Call Off Contract Agreement.</td> </tr> <tr> <td>Nature and purposes of the processing</td> <td>As necessary for the Supplier to deliver the Services, in particular by using the</td> </tr> </tbody> </table>		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.	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
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	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


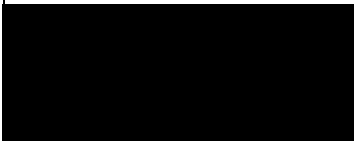
FORMATION OF CALL OFF CONTRACT

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.


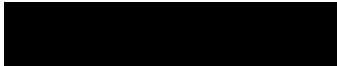
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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	
Signature	
Date	14/05/2021

For and on behalf of the Customer:

Name and Title	
Signature	
Date	27/05/21