



**Crown  
Commercial  
Service**

**Provision of PHCO Contracting Roles  
To  
Department of Health and Social Care**

**From**

**Carnall Farrar Ltd**

**Contract Reference: CCCC21A77**

**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 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	To be confirmed, following Contract Award
From	Secretary of State for Health and Social Care acting as part of the Crown through the <b>Department of Health &amp; Social Care</b> of 39 Victoria Street, London, SW1H 0EU  ("CUSTOMER")
To	<b>Carnall Farrar Ltd</b> 91 Wimpole Street London W1G 0EF  ("SUPPLIER")
Date	<b>9 April 2021</b>  ("DATE")

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Call Off Commencement Date:</b> 22 March 2021
<b>1.2.</b>	<b>Call Off Expiry Date:</b>  End date of Call Off Initial Period is 31 March 2021

**2. SERVICES**

2.1.	<p>DD Clinical Governance</p> <ul style="list-style-type: none"> <li>• Support the programme to ensure that efficient, effective and professional clinical governance is implemented across Design/Build and Run</li> <li>• Provide support and guidance to use cases and run on the adoption and implementation of SOPs including incident management process</li> <li>• Create and adopt a programme wide incident management process.</li> <li>• Engage with all programme stakeholders to ensure compliance of governance</li> <li>• Lead on quality standards, assurance and improvement, audit and clinical policy/risk management</li> <li>• Create and run a Clinical Governance Group (CGG) working across the organisation providing professional advice, guidance and support for operations and local leadership teams.</li> <li>• Drive forward a culture of quality improvement, safety and effectiveness by applying the evidence base, new ways of working and best practice guidance.</li> <li>• Lead on embedding the Clinical Governance Framework including defining quality standards for services; supporting operations to deliver safe, effective, person-centred and well led health and wellbeing services.</li> </ul> <p>Advice and Engagement Lead</p> <ul style="list-style-type: none"> <li>• Support advisory capabilities of PHCO in TT</li> <li>• Provide cross function and cross TT programme support on requirements and approval of core artefacts such as operating procedures, protocols, service assurance</li> <li>• Work with core programme functions i.e. design, build, run, channels to enable service, design, authorisation and assurance</li> <li>• Engage with internal and external stakeholders to facilitate inputs such as technical or policy requirements</li> <li>• Enable, manage, facilitate internal and external engagement with programme partners and external stakeholders e.g. other parts of Test, Trace, Contain as well as DPH, LA, HPT, Faculty, CMOs, DAs</li> <li>• Build collegiate and collaborative relationships internally and externally to enable teamwork on development of service delivery, technical guidance, working groups e.g. use case, pilot support</li> <li>• Manage the capture, curation and dissemination of clinical advice generated by PHCO, T&amp;T</li> <li>• To build robust processes and systems for providing timely advice to the programme (internal and external). Overseeing the production of guidance.</li> <li>• Securing appropriate clinical advice testing issues</li> </ul>
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	<ul style="list-style-type: none"> <li>• Securing effective professional engagement</li> <li>• Securing supporting the work of the team</li> <li>• Develop advice and public comms</li> <li>• Leading the Clinical Advice and Engagement team</li> </ul> <p>Infection Prevention and Control</p> <ul style="list-style-type: none"> <li>• Providing professional infection, prevention and control advice to the various operational, project teams</li> <li>• Be expected to develop and influence strategies and frameworks to ensure that all staff adhere to NHS T+T standard operation procedures relating to Infection Prevention and Control, through developing practice linked to the clinical governance and performance framework and the NHS T+T corporate objectives</li> <li>• Support NHS T+T to develop and implement systems for performance monitoring and performance improvement programmes for Infection Prevention and Control</li> </ul>
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### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 10 Working Days from the Call Off Commencement Date</p> <p>This Call-Off Contract will include the following Project Plan, exit and offboarding plans and milestones:</p>						
	<b>Milestone</b>	<b>Deliverables</b>	<b>Duration</b>	<b>Milestone Date</b>	<b>Customer Responsibilities</b>	<b>Milestone Payments</b>	<b>Delay Payments</b>

Project Plan Delivered	An Approved Project Plan per work package (to include all Deliverables and Milestones)		Within ten (10) Working Days of Call Off Contract Commencement		n/a	
Knowledge Transfer Complete	A knowledge transfer plan in accordance with paragraph 13 of Call Off Schedule 9 (Exit Management) as varied by section 8.4 of this Order Form		Within twenty (20) Working Days of Call Off Contract Commencement		n/a	
Transparency Reports	As set out in section 10.10 below		As set out in section 10.10 below			

#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> As defined in the Call Off Terms
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> 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
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days

#### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  Supplier:  REDACTED TEXT
<b>5.2</b>	<b>Relevant Convictions</b> (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 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.  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): <ul style="list-style-type: none"> <li>• carry out a check with the records held by the Department for Education (DfE);</li> <li>• conduct thorough questioning regarding any Relevant Convictions; and</li> <li>• 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.</li> </ul>

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  Table of grades & rates:          REDACTED TABLE		
	Total excl. VAT		<b>£30,264</b>

6.2	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Monthly in arrears</p> <p>Submitted invoices must be accompanied by supporting information including:</p> <ul style="list-style-type: none"> <li>• completed timesheets for amounts set out in the relevant invoice; and</li> <li>• such other information as the Customer (acting reasonably) may require in order to verify the invoiced amounts.</li> </ul> <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 satisfactory delivery of the agreed Key Performance Indicator targets set out in Annex 1 to this Call Off Order Form and (in respect of the period of [x] weeks before the end of the Initial Period (and any Extension Period, where applicable) a completed knowledge transfer in accordance with section 8.4 of this Call Off Order Form.</p>
6.3	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted</p>
6.4	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p><a href="mailto:tandt.sbs@nhs.net">tandt.sbs@nhs.net</a></p> <p>Payment and Invoicing</p> <p>39 Victoria Street</p> <p>Westminster</p> <p>London</p> <p>SW1H 0EU</p>
6.5	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the Call Off Contract</p>
6.6	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>n/a</p>
6.7	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>



## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £30,264 excl VAT
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);  As set out in Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (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

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms));  In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (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
<b>8.3</b>	<b>Undisputed Sums Limit:</b>  In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b>  In Call Off Schedule 9 (Exit Management), which shall be amended as follows:  The following new paragraph 13 will be added:  13.1 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"> <li>• 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;</li> <li>• a project plan for effective knowledge transfer, including Milestones and Deliverables;</li> <li>• 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;</li> <li>• 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</li> </ul>

	<ul style="list-style-type: none"> <li>Definitions of an agreed acceptable standard and sign-off process (including roles and responsibilities from Supplier and Customer teams)</li> </ul> <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 available for the purposes of knowledge transfer to the Customer and/or the Replacement Supplier.</p> <p>13.3.2 provide no less than [40 hours] of dedicated resource time from Supplier Personnel 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.</p>
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## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Supplier breakdown of pricing

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Select short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> As per Department for Health and Social Care standard policy
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b>

	<p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p><b>Disaster Period:</b> 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.</p>								
10.7	NOT USED								
10.8	<p><b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):</p> <p>Not Applicable</p>								
10.9	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address:</p> <p><b>Department of Health and Social Care,</b> <b>39 Victoria Street,</b> <b>Westminster,</b> <b>London,</b> <b>SW1H 0EU</b></p> <p>Supplier’s postal address and email address:</p> <p><b>Carnall Farrar Ltd</b> <b>91 Wimpole Street</b> <b>London</b> <b>W1G 0EF</b></p>								
10.10	<p><b>Transparency Reports</b></p> <p>As set out in the table below (and Call Off Schedule 13 (Transparency Reports)):</p> <table><tr><th>TITLE</th><th>CONTENT</th><th>FORMAT</th><th>FREQUENCY</th></tr><tr><td>Project Progress &amp; Deliverables Report</td><td><ul style="list-style-type: none"><li>• A summary of resource utilised: activities completed and cost assigned in the week completed;</li><li>• A rolling two (2) week forecast of resource required</li><li>• Overview of all open and closed actions</li><li>• Overview of open and closed risks and issues</li><li>• Deliverables provided and Milestones completed/achieved in the relevant week</li></ul></td><td>Excel or Word</td><td>Weekly</td></tr></table>	TITLE	CONTENT	FORMAT	FREQUENCY	Project Progress & Deliverables Report	<ul style="list-style-type: none"><li>• A summary of resource utilised: activities completed and cost assigned in the week completed;</li><li>• A rolling two (2) week forecast of resource required</li><li>• Overview of all open and closed actions</li><li>• Overview of open and closed risks and issues</li><li>• Deliverables provided and Milestones completed/achieved in the relevant week</li></ul>	Excel or Word	Weekly
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		<ul style="list-style-type: none"> <li>Anticipated delays to delivery of Milestones and Deliverables</li> </ul>			
	KPI Performance Report	<ul style="list-style-type: none"> <li>Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above</li> </ul>		tbc	
10.11	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not applicable				
10.12	<b>Call Off Tender:</b> n/a				
10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not applicable				
10.14	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).				
10.15	<b>Processing Data</b> Call Off Schedule 17  Name: REDACTED TEXT Email: REDACTED TEXT  Name: REDACTED TEXT Email: REDACTED TEXT				
<b>Contract Reference:</b>			CCCC21A77		
<b>Date:</b>			22 March 2021		
<b>Description Of Authorised Processing</b>			<b>Details</b>		
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 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	<b>MOD DEFCONs and DEFFORM</b>  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 TEXT
Signature	REDACTED TEXT
Date	REDACTED TEXT

### For and on behalf of the Customer:

Name and Title	REDACTED TEXT
Signature	REDACTED TEXT
Date	REDACTED TEXT

**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	On Time Timesheet Submission	99% of all timesheets detailing all billable work completed in the relevant KPI Measurement Period are completed and issued to the Customer On Time  Where "On Time" means within five (5) Working Days of the end of the relevant KPI Measurement Period	$(A/B) \times 100$	Number of completed timesheets submitted On Time in the relevant KPI Measurement Period	Total number of completed timesheets submitted in the relevant KPI Measurement Period
2	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. The Supplier shall measure performance against the key performance indicators on a weekly basis ("**KPI Measurement Period**"). Within 5 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**").
3. On a weekly basis the Supplier shall, at no additional cost to the Customer, provide a project report to the Customer setting out:
- a summary of resources utilised: activities completed and cost assigned in the relevant week;
  - a rolling forecast of resources required forthcoming 14 day period to enable the Customer to approve the anticipated costs;
  - all open and closed Actions;
  - all open and closed Risks and Issues;
  - Deliverables provided in the relevant week and any Deliverables scheduled to be delivered in that week which have not been delivered and the anticipated date for delivery;
  - Milestones achieved in the relevant week and any Milestones scheduled to be achieved in that week which have not been achieved and the anticipated date for achievement;
  - any proposed changes to the Project Plan;

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.

4. 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.