



Crown
Commercial
Service

**Provision of Strategy and PMO for National
Worker Asymptomatic Testing Programme**

To

Department of Health and Social Care

From

PA Consulting Services Limited

Contract Reference: CCCC21A13

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** 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 advised following award
From	Department for Health and Social Care. ("CUSTOMER") [REDACTED] Customer contact name
To	PA Consulting Services Limited ("SUPPLIER") [REDACTED] Supplier contact name

SECTION B**1. CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: 21 st January 2021
1.2.	Expiry Date: End date of Initial Period: 25 th October 2021 End date of Extension Period: Not applicable, no option to extend. Minimum written notice to Supplier in respect of extension: Not applicable.

2. SERVICES

2.1.	<p>Services required:</p> <p>In Call Off Schedule 2 (Services).</p> <p>The Supplier shall deliver the services at Annex 1.</p> <p>In addition to the Services listed in this section Call Off Schedule 2, the supplier is also required to deliver, as part of the Services, the Key Performance Indicators listed below and detailed out in Annex 2 to this Call Off Order Form:</p> <ul style="list-style-type: none"> • 99% minimum accuracy across total invoices received (direct match between invoiced amounts and accompanying timesheets). • 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.
------	--

3. PROJECT PLAN

3.1.	Project Plan: <ul style="list-style-type: none"> Not used.
------	--

4. CONTRACT PERFORMANCE

4.1.	Standards: Not applied
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: The period of ten (10) Working Days in Clause 39.2.1(a) shall apply.

5. PERSONNEL

5.1	Key Personnel: Not applied
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

	<p>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.
--	--

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>See Annex 3</p>
-----	---

6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Submitted invoices must be accompanied by supporting information including:</p> <ul style="list-style-type: none"> • breakdown 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>Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>tandt.sbs@nhs.net</p> <p>Payment and Invoicing</p> <p>39 Victoria Street</p> <p>Westminster</p> <p>London</p> <p>SW1H 0EU</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 Call Off contract.</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 permitted</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
------------	--

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £11,916,172.00
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): Not applied

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 ten (10) 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: 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"> 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"> • 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 available for the purposes of knowledge transfer to the Customer and/or the Replacement Supplier.</p>
--	--

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: The supplier's Commercially Sensitive Information and the duration for which it should be confidential is: <ul style="list-style-type: none"> • PA Applicable Rate Card • PA MCF2 Rate Card • Total price (when accompanied by grade and effort) Notwithstanding the designation of any such information as Commercially Sensitive Information, if the information would not be exempt under Freedom of Information Act or the Environment Information Regulations the Customer may publish it under Clause 35.4.8 (Transparency and Freedom of 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. The Customer requires the Supplier to ensure that any person employed in the provision of the Services has BPSS Security Clearance. The Supplier shall ensure that no person who does not have such clearance is employed or engaged in the provision of any part of the Services.
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)
10.7	NOT USED
10.8	Protection of Customer Data (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: 39 Victoria Street Westminster London SW1H 0EU Email: [REDACTED] Supplier's postal address and email address: 10 Bressenden Place London SW1E 5DN Email: [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: Not applied
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)
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17 Customer Name: [REDACTED] Email: Data.protection@DHSC.gov.uk Supplier Name: [REDACTED] Email: [REDACTED]

Contract Reference:	CCCC21A13
Date:	21/01/2021
Description Of Authorised Processing	Details:
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the 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 Testing & annual leave	
Categories of Data Subject	Employees and contractors of the Customer.	
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 N/A	

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:

[REDACTED]

For and on behalf of the Customer:

[REDACTED]

Annex 1 – Scope of Services to be delivered

Item	Key Activities and responsibilities	Candidate Deliverables
1	NWP Strategy / Policy <ul style="list-style-type: none"> • Strategy and policy development • Developing the NWP 'Offer' • LFE from xTesting • Strategic roadmap • Integration plan • Transition strategy for testing and case for change • [Option] Business Case development 	<ul style="list-style-type: none"> • Agreed NWP High Level Offer • Agreed Strategy, Policy & Integration Framework • Detailed Offer(s) 'Prospectus' including options • Defined Programme Structure • NWP Systems View • High Level Milestones & Roadmap • [Option] Business Cases
2	Briefing <ul style="list-style-type: none"> • Briefing / ministerial engagement • Internal alignment • Consolidating briefing materials • Briefing governance / routines 	<ul style="list-style-type: none"> • Ministerial briefs • Routine briefing requirements / cadence • [Option] Rolling briefs • [Option] Templates
3	Control Tower <ul style="list-style-type: none"> • Progress monitoring, intervention and iteration • Resource monitoring and deployment • MI, controls and forecasts • Programme structure • Stakeholder engagement 	<ul style="list-style-type: none"> • Key Programme controls e.g. master plan, risks etc • Delivery dashboards • Management plans and 'mandates' • Stakeholder plans • Project products e.g. schedules • [Option] Development of the Relationship Management approach

	<ul style="list-style-type: none">• Functional coordination / integration	
4	Evaluation <ul style="list-style-type: none">• To be scoped from w/c 1 Feb	<ul style="list-style-type: none">• MI Strategy• Evaluation Policy

Annex 2 – 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

- 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
	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

- The Supplier shall measure performance against the key performance indicators on a weekly basis ("**KPI Measurement Period**"). Within five (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**").
- 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 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.

- 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.

Rate Card and Prices

[REDACTED]