

# **CALL-OFF CONTRACT**

**Ref: CQC CS011**

Between

**THE CARE QUALITY COMMISSION**

**AND**

**ALEXANDER MANN SOLUTIONS LTD (AMS)**

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables. It's issued under the Framework Contract with the reference number RM6288 for the provision of Workforce Solutions.

<b>1</b>	<b>Contracting Parties</b>	
1.1	CALL-OFF REFERENCE:	CQC CS 011 Workforce Solutions (RM6288)
1.2	THE BUYER	Care Quality Commission
1.3	SERVICE RECIPIENTS	N/A
1.4	BUYER ADDRESS	2 Redman Place London E20 1JQ
1.5	THE SUPPLIER:	Alexander Mann Solutions Ltd (AMS)
1.6	SUPPLIER ADDRESS:	60 London Wall, London EC2M 5TQ.
1.7	REGISTRATION NUMBER:	2073305
1.8	DUNS NUMBER:	29-870-1251
<b>2</b>	<b>Call-Off Incorporated Terms and Order of Precedence</b>	
	<p>2.a For the avoidance of doubt, this Call Off Contract will apply to:</p> <p>2.a.1 subject to 2.a.2 below, all requisitions or extensions for contingent labour placed on or after the Call-Off Contract Commencement Date;</p> <p>2.a.2 all admin and clerical Workers and operational workers supplied by the Supplier's Key Subcontractor Brook Street (UK) Limited (together the "<b>Brook Street Workers</b>") from 26<sup>th</sup> May 2025, or such other date as agreed between the Parties in writing ("<b>Brook Street Workers Transition Date</b>"), regardless of requisition or extension dates;</p>	

	<p>2.a.3 all RTD Request Forms received on or after the Call-Off Contract Commencement Date;</p> <p>2.a.4 All new SOW Delivery Orders received on or after the Call-Off Contract Commencement Date (save where otherwise agreed in writing with the Buyer).</p> <p>2.b The Call Off Contract between AMS and The Department of Health and Social Care dated 10<sup>th</sup> September 2018 (Old Call Off Contract) will apply to:</p> <p>2.b.1 subject to 2.a.2 above, all requisitions or extensions for contingent labour that are specific to the Buyer and placed prior to the Call-Off Contract Commencement Date;</p> <p>2.b.2 all RTD Request Forms that are specific to the Buyer and received prior to the Call-Off Contract Commencement Date;</p> <p>2.b.3 All new SOWs requests that are specific to the Buyer and received prior to the Call-Off Contract Commencement Date (save where otherwise agreed in writing with the Buyer).</p>	
2.1	<p>The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> <li>1. This Order Form including the Call-Off Special Terms as set out in Section 12.</li> <li>2. Joint Schedule 1(Definitions and Interpretation) RM6288</li> <li>3. Framework Special Terms (Annex 1 of the Framework Award Form)</li> <li>4. The following Schedules in equal order of precedence:</li> </ol>	
2.2	Joint Schedules for RM6288	Joint Schedule 2 (Variation Form)
		Joint Schedule 3 (Insurance Requirements)
		Joint Schedule 4 (Commercially Sensitive Information)
		Joint Schedule 6 (Key Subcontractors)
		Joint Schedule 7 (Financial Difficulties)
		Joint Schedule 8 (Not Used)

		Joint Schedule 9 (Not Used)
		Joint Schedule 10 (Rectification Plan)
		Joint Schedule 11 (Processing Data)
		Joint Schedule 12 (Supply Chain Visibility)
2.3	Call-Off Schedules for RM6288	Call Off Schedule 1 (Transparency Reports)
		Call Off Schedule 2 (Staff Transfer)
		Call Off Schedule 3 (Continuous Improvement)
		Call Off Schedule 5 (Pricing Details)
		Call Off Schedule 6 (ICT Services)
		Call Off Schedule 7 (Key Supplier Staff)
		Call Off Schedule 8 (Business Continuity and Disaster Recovery)
		Call Off Schedule 9 (Security)
		Call Off Schedule 10 (Exit Management)
		Call Off Schedule 11 (Not Used)
		Call Off Schedule 12 (Not Used)
		Call Off Schedule 13 (Implementation Plan and Testing)
		Call Off Schedule 14 (Service Levels)
		Call Off Schedule 15 (Call-Off Contract Management)
		Call Off Schedule 16 (Benchmarking)
		Call Off Schedule 18 (Background Checks)
		Call Off Schedule 20 (Call-Off Specification)
		Call Off Schedule 24 (Corporate Resolution Planning)

2.4	Optional Call Off Schedules for RM6288		Applicable	Not Applicable
		[Call-Off Schedule 4 (Call-Off Tender) where the Buyer has requested additional services over and above the Services, as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.		✓
		[Call Off Schedule 17 (MOD Terms)]		✓
		[Call Off Schedule 19 (Scottish Law)]		✓
		[Call off Schedule 21 (Northern Ireland Law)]		✓
		[Call off Schedule 22 (Lease Terms)]		✓
		[Call Off Schedule 23 (HMRC Terms)]		✓
2.5	CCS Core Terms (version 1.1)			
2.6	Joint Schedule 5 (Corporate Social Responsibility)			
2.7	Call Off Schedule 25 (Supplier Furnished Terms) <b>NOT USED</b>			
All amendments or additions to any aspect of any Call-Off Schedule, must be set out in the Special Terms section of the Call Off Order Form.				
No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.				
3	Term			
	The term of this Call Off Contract shall be from the Call Off Start Date until <ul style="list-style-type: none"><li>the Call Off Expiry Date or:</li><li>18 months after the expiry of the Framework Agreement; or</li></ul>			

	<ul style="list-style-type: none"> <li>where the Framework Agreement has been terminated earlier in accordance with the Framework Agreement, 18 months after the Framework Agreement has been deemed to terminate,</li> </ul> <p>whichever is the earlier.</p>	
3.1	Call-Off Start Date:	3 <sup>rd</sup> April 2025
3.2	Call-Off Contract Commencement Date	9 <sup>th</sup> May 2025
3.3	Call-Off Expiry Date*:	9 <sup>th</sup> May 2027
3.4	Call Off Initial Period	48 months
3.5	Call Off Optional Extension Period	Can be extended till 9 <sup>th</sup> May 2031
* Subject to earlier termination of the Framework Agreement		
<b>4</b>	<b>Service Lines and Call Off Deliverables</b> The following Service Lines (as described in full in Call Off Schedule 20 (Specification)) are covered by this Order Form	
	Service Line	Included within Call Off Requirements
4.1	Contingent Labour	✓
4.2	Statement of Works	✓
4.3	Recruit, Train, Deploy	✓
4.4	Resource Augmentation	✓
4.5	Permanent Recruitment	✓
4.6	Campaigns	✓
4.7	Overseas Workers	x
<b>5</b>	<b>Implementation or Transition Plan</b>  Existing Customers under RM6749 may require a Transition Plan. New Customers may request an Implementation Plan which is set out in Call-off Schedule 13.  For the avoidance of doubt, where a Transition or Implementation Plan is required, the Buyer will be able to draw down the services referred to in the relevant plan, once any transition or implementation activities have been completed.	

5.1	Transition Plan	If a transition plan is required by the Buyer, a tailored plan should be agreed by the Parties and attached to this paragraph, as Appendix 1: Transition Plan
5.2	Implementation Plan	If an Implementation Plan is required by the Buyer, a tailored plan should be agreed by the Parties and attached to this paragraph, as Appendix 1: Implementation Plan
<b>6</b>	<b>Call Off Charges</b> See details in Call-Off Schedule 5 (Pricing Details)	
6.1	NHS Employment Checks	Recoverable as stated in the Call Off Schedule 5 (Pricing Details) with the exception of the cost of NHS worker health assessments which the Supplier may only recover from the Buyer if set out in the Special Terms in section 12 of this Call-Off Order Form. Details of the NHS Employments Checks Standards are located here: <a href="https://www.nhsemployers.org/recruitment/employment-standards-and-regulation">https://www.nhsemployers.org/recruitment/employment-standards-and-regulation</a> .
6.2	Reimbursable Expenses	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 5%;"></div>
6.3	Initial Blended Rate	For the purposes of Paragraph 2.2 of Annex 1 of Call Off Schedule 5 (Pricing Details) the Initial Blended Rate for <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 30%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 65%;"></div>
6.4	Payment Method	As per Annex 2 of Call Off Schedule 5 (Pricing Details).
6.5	Buyer's Invoice Address	<div style="background-color: black; height: 15px; width: 60%;"></div>
6.6	Service Recipient's Invoice Address	NA
6.7	Service Recipient's	N/A

	Invoice Address	
6.8	Service Recipient's Invoice Address	N/A
6.9	Service Recipient's Invoice Address	N/A
<b>7</b>	<b>MAXIMUM LIABILITY, ESTIMATED YEAR 1 CONTRACT CHARGES AND INSURANCES</b>	
	Maximum Liability The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.	
7.1	Estimated Year 1 Charges used to calculate liability in the first Contract Year	██████████
7.2	Additional Insurances	NA
<b>8</b>	<b>Authorised Representative and address for Notices</b>	
8.1	Buyer's Authorised Representative	██████████████████ ██████████████████ ██████████████████████████████
8.2	Supplier's Authorised Representative	██████████████ ██████████████████ ██████████████████████████████ ██
8.3	Service Recipient Authorised Representative	N/A
8.4	Service Recipient Authorised Representative	N/A
8.5	Service Recipient Authorised Representative	N/A



8.6	Service Recipient Authorised Representative	N/A		
9	<b>Performance Review Meetings</b> Buyers can run reports in Fieldglass on a self-service basis and as a minimum, will have annual reviews with their named account lead.			
9.1	Supplier Contract Manager (see also Special Term 12.3)	<div>████████████████████</div> <div>██</div>		

		SAP SE Dietmar-Hopp-Allee 16 69190 Walldorf Germany		
10.2	Brook Street (UK) Limited	Capital Court, Windsor Street, Uxbridge, UB8 1AB	459637	Master Vendor for provision of Admin & Clerical, Operational and Volume Workers.
10.3	Giant Precision Limited	Fourth Floor, 90 High Holborn, London WC1V 6LJ	5075056	Payrolling & Employment of Non Agency PAYE Workers and Off Payroll Workers
11	<b>Guarantee - Not Used</b>			
12	<b>Special Terms:</b> The following Special Terms are incorporated into this Call-Off Contract: supplement Core Terms, Joint Schedules, Call Off Schedules;			
12.1	Data Transfer and Processing and Consents:	In reliance on the adequacy decisions made by the UK Government and the European Commission, the Parties agree the Supplier and its Subcontractors may transfer data within the EEA for the purposes of the provision of the Services and the Parties further agree that this Call Off Order Form constitutes prior written consent for such transfer and processing of personal data as required by Joint Schedule 11 (Processing Data), paragraph 6(d)		
12.1A	Government Data processing			

		[REDACTED]		
12.2	Details of Buyer Data Protection Officer	The contact details of the Relevant Authority's Data Protection Officer [REDACTED]		
12.3	Call Off Schedule 7 (Key Staff) The table in Annex 1 to Call Off Schedule 7 shall be replaced by	Call-Off Key Role	Call-Off Key Staff	Contact Details
		Contract Manager as defined in Call Off Schedule 15	Shelley Davidson	[REDACTED] [REDACTED] [REDACTED]
	Optional Special Terms			
12.4	Data Transfer and Processing Consents: Optional Clause If Using Hays	NOT USED		
12.5	NHS Worker Health Assessments	NOT USED		
12.6	Removal of Service Levels	Service Levels are set out in Call Off Schedule 14		
12.7	Buyer specific obligations arising from its policies	NOT USED		
12.8	Other Call Off Schedules if relevant for example (Tender, Staff Transfer, Transparency plans)	NOT USED		
12.9	Service Recipients	Where a Service Recipient receives Services under the		

		<p>Call Off Contract, the Buyer shall be responsible for the acts or omissions of the Service Recipient as if they were the acts or omissions of the Buyer under the Call Off Contract.</p> <p>For the avoidance of doubt, the Buyer authorises the Supplier to accept instructions from the Service Recipients as if it were a direct instruction from the Buyer.</p>
12.10	Additional Specific Costs	NOT USED

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and all the Schedules referred to herein and by signing, agree to be bound by this Call Off Contract.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

## Annex 1: Transition or Implementation Plan



