

Provision of UKHSA Transition Urgent Change Management Resource

To

Department of Health and Social Care

From

PA Consulting

Contract Reference:

Test & Trace Legal Document control

Document Title	MCF2 call off form template
Key contacts	
Hyperlink to legal team location	
Notes (if any)	Semi populated template MCF2 call-off form for use for consultancy services on the T&T programme, with guidance notes to assist in ensuring form is populated to minimise procurement risk.

Test & Trace Legal Version Control

Crown Commercial Service

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 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, 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")
То	PA Consulting Services Limited [Registered Company No.] of 10 Bressenden Place, London SW1E 5DN, United Kingdom
	("SUPPLIER")
Date	12/08/2021
	("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: 26 July 2021
1.2.	Call Off Expiry Date:
	End date of Call Off Initial Period: 8 October 2021
	End date of Call Off Extension Period: 8 December 2021 - subject to DHSC internal approval
	Minimum written notice to Supplier in respect of extension: 1 week

2. SERVICES

2.1. Services required:

2.1.1. Description of the Services

Background

- The UKHSA transition programme is moving from a design to an implementation footing
- The programme has partnered with the Business Transition Owners (standing up the new Directorates within UKHSA's organisation chart) to establish a set of Initial Operating Capability criteria (IOC), to inform go/no go decisions and ensure a safe transition
- A critical part of the IOC will be that people have a clear understanding of the UKHSA vision, the expectations of their team / role and feel emotionally prepared for the transition
- Another critical part of the IOC will be that we have a clear baseline FTE / cost for UKHSA, as well as the ability to identify / mitigate major capacity and capability issues

Purpose

The UKHSA Change Steering Group has identified the following business critical roles, required urgently to enable IOC on 1st October. This includes:

 3 x Business Readiness Change Lead roles to provide practical hands-on comms, engagement and change support to the Business Transition Owners. They will provide a link into the overall UKHSA change programme, ensuring that key information is cascaded and understood, and that business areas can shape the transition process.

Business Readiness and Workforce Planning Deliverables

- Conduct light-touch Change Impact Assessment across 11 functional areas, with priority assessment criteria to be agreed with Change Lead (which is a second of the conduct light-touch Change Impact Assessment across 11 functional areas, with priority assessment criteria to be agreed with Change Lead (which is a second of the conduct light) in week 1.
- Define change priorities for functional areas for 1 Oct +4wks (IOC), with a maximum of 10 priority activities.
- Develop localised communications and engagement initiatives, which may include multi-channel communications, mobilisation events and roadshows
- Feed in to UKHSA Transition Communications and Engagement Strategy and Planning via weekly UKHSA Transition team forums.
- Develop approach to ongoing Business Readiness assessment and joint delivery plan
- Coordinate Capability Development data collection from 11 verticals and develop supporting narrative for input to Spending Review Team
- Plan and scope for the development of an Outline UKHSA Workforce Planning Strategy

2.1.2. Administration of the Services

 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.

- The Supplier shall ensure that invoices are promptly and accurately completed on a monthly basis.
- In accordance with the Customer's transparency obligations, the Customer may provide the Supplier with a redacted version of the agreed Call Off Order Form after signature of this Call Off Contract. The Supplier will review the redacted Call Off Order Form and notify the Customer of any further redactions that it thinks are necessary within five (5) Working Days of receipt. Should no further redactions be requested by the Supplier within the five (5) Working Day period, the Customer will be entitled to assume that the Supplier is content with the proposed redactions and to proceed to publish the redacted Call Off Order Form accordance with the Customer's transparency obligations.
- From time to time, the Customer may require that the Supplier Personnel undergo mandatory compliance and regulatory training. The Customer will provide a platform for the training and inform the Supplier of the dates by which the training is required to be completed. The Supplier will be responsible for ensuring all relevant Supplier Personnel compete the training by the specified date.

2.1.3. Delivery of Services using Intermediaries and IR35

NB For this Section 2.1.3, an "Intermediary" shall be defined by reference to section 61M of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") in respect of which any of Conditions A – C within section 61N ITEPA are met and a "Contractor" shall mean an individual used in the delivery of the Services.

2.1.3.1. The Supplier confirms the below in relation to its delivery of the Services (select one only):

No Intermediaries to be used X (only applicable if this box is checked)	All Contractors will be directly engaged exclusively as an employee for the purposes of and when delivering such Services (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor) and that such engagement is not nor will be with any Intermediary of that Contractor.
Disclosed Intermediaries to be used. (only applicable if this box is checked)	One or more Contractors that the Supplier intends to use in the delivery of the Services will deliver their services through an Intermediary. Prior to the commencement of the delivery of the Services (or any part of them) by that Contractor, the Supplier shall obtain the prior written consent of the Customer to the Contractor delivering their services through an Intermediary of that Contractor (such consent being at the absolute discretion of the Customer). All other Contractors will be directly engaged exclusively as an employee for the purposes of and when delivering such Services (with all required Tax being withheld,

	deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor) and that such engagement is not nor will be with any Intermediary of that Contractor.
Outcome based contracting. (only applicable if this box is checked)	, , ,

- 2.1.3.2. The Supplier shall promptly provide all such evidence, information and assistance as the Customer reasonably requires:
 - 2.1.3.2.1. in order to confirm that the confirmations given by the Supplier in clause 2.1.3.1 are, and remain, true, accurate and correct in all respects; and
 - 2.1.3.2.2. in respect of each Contractor or the provision of the Services (or any part of them) in connection with the Off-Payroll Working Rules.
- 2.1.3.3. The Customer shall be entitled to make any deductions in respect of income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest ("Tax") from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.
- 2.1.3.4. The Supplier shall immediately inform the Customer if, at any time, it becomes aware of any new, additional or change in fact, matter or circumstance from which it appears that (a) the Off-Payroll Working Rules could apply or (b) any change may need to be made to any status determination previously carried out for the purpose of the Off-Payroll Working Rules, in each case, in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, and the Supplier shall also procure that each Contractor will do the same.
- 2.1.3.5. The Supplier shall, at all times, comply with the Off-Payroll Working Rules in the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the Services (or any part of them).

- 2.1.3.6. The Supplier shall indemnify the Customer, on demand and on an after-Tax basis, against any and all:
 - 2.1.3.6.1. proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);
 - 2.1.3.6.2. Tax and any other liabilities, losses, deductions, contributions or assessments; and
 - 2.1.3.6.3. reasonable costs or expenses and any penalties, fines or interest incurred or payable,

in each case, which arise in connection with the Supplier at any time being in breach of any of the confirmations or obligations given in clauses 2.1.3.1, 2.1.3.3, 2.1.3.5 and 2.1.3.7. The Customer may at its option satisfy the indemnity given under this clause (in whole or in part) by way of deduction from payments due to the Supplier.

2.1.3.7. The Supplier warrants to the Customer that it is not, nor will it prior to the cessation of this Call-Off Contract become, a "managed service company", within the meaning of section 61B of ITEPA.

3. PROJECT PLAN

3.1.	Project Plan:
	N/A

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
Knowledge Transfer Plan Delivered	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]	
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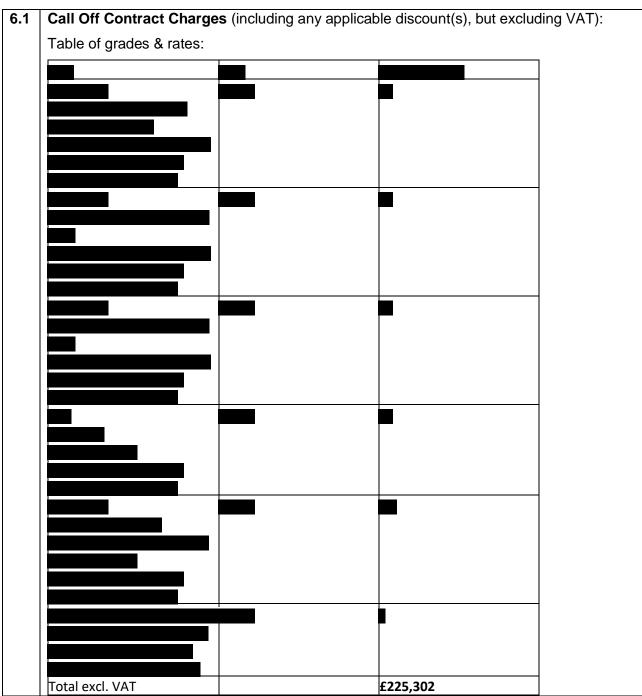
4. CONTRACT PERFORMANCE

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 and Monthly Progress Reports in a format to be determined by the Customer showing time spent by each member of Supplier Personnel against agreed budgets
4.5	Period for providing Rectification Plan:
	The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days

5. PERSONNEL

5.1	Key Personnel:
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):
	Clause 28.2 of the Call Off Terms shall be applied.
	The Supplier shall also 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.

6. PAYMENT



6.2 Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):

In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Submitted invoices must be accompanied by supporting information including:

- · completed invoice including time breakdown; and
- such other information as the Customer (acting reasonably) may require in order to verify the invoiced amounts.

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

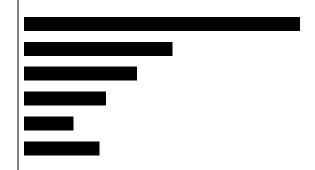
effective mix of grades of the project team are assigned and managed during the Call Off Contract to ensure best value for money for the Customer.

Invoice payments in respect of the period of 2 weeks before the end of the Call Off Initial Period (and any Call Off Extension Period, where applicable) will be approved upon a completed knowledge transfer in accordance with section 8.4 of this Call Off Order Form.

6.3 Reimbursable Expenses:

Allowance provisioned for reimbursable expenses for travel outside of London, in accordance with DHSC Expense Policy and pre-authorised by Customer.

6.4 Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):



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

- **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:
 - 1 January and 1 July each year
- **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 £225,302.00			
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):			
	As set out in Clause 38.3 of the Call Off Terms			

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:

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:

- 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)
- the Supplier's commitment for knowledge transfer and the agreed handover period.
 This should detail the amount of dedicated hours that the Supplier will commit to
 knowledge transfer activities using Supplier Personnel that were actively engaged in
 the provision of the Services at no additional cost, as agreed with the Customer
- 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.
- 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 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.

9. SUPPLIER INFORMATION

1	Commercially Sensitive Information:				
	The Supplier's proposal, rates and pricing shall be deemed as commercially sensiti information.				
	Sensitive Information	Reason for Sensitivity	Location in Contract		
	Identity of professional staff experience.	Risk of 'poaching' by professional competitors.	Order Form: Section 5.2		
	Fee rates for professional staff.	Of competitive value to professional competitors.	Call Off schedule 3		
	PA Consulting Methodologies and Tools.	Of competitive value to professional competitors.	Call Off schedule 3		

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 requirements	
10.4	ICT Policy:	
	As per the Customer's standard policy	
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 as defined in the BCDR Plan.	
10.7	NOT USED	

10.8	Protection of	of Customer Data (Clause 35.2.3 of the Call O	ff Terms):		_	
	Not Applicab	ole				
10.9	Notices (Cla	ause 56.6 of the Call Off Terms):			_	
	Customer's	oostal address and email address:				
	Supplier's po	ostal address and email address:				
10.10	Transparen	cy Reports				
	As set out in the table below (and Call Off Schedule 13 (Transparency Reports)):					
	TITLE	CONTENT	FORMAT	FREQUENCY		
	Weekly	A summary of resource utilised,	PowerPoi	Weekly		
	Project Report	activities completed and planned activities for following week.;	nt			
		Overview of all open and closed actions;				
		 Overview of open and closed risks and issues; 				
		 Deliverables provided and Milestones 				
		completed/achieved in the relevant				
		week (where applicable)Anticipated delays to delivery of				
		Milestones and Deliverables (where				
		applicable).				

	Reports Re de val	port and as	,	Monthly		
10.11	Alternative and	or Addition	al Clauses from Call Off Sch	adula 14 and if required any		
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, a Customer alternative pricing mechanism:			edule 14 and il required, any		
	Not applicable.					
10.12	Call Off Tender:					
	In Schedule 16 (Call Off Tend	der)			
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)					
Not applicable						
10.14 Staff Transfer						
Annex to Schedule 10, List of Notified Sub-Contractors (Call C		Off Tender).				
10.15 Processing Data						
Call Off Schedule 17						
			T			
	Contract Refe	rence:				
	Date:		12/08/2021			
	Description Of Processing	Authorised	Details			
	Identity of the C	Controller	The Parties acknowledge that	• •		
	and Processor		Data Protection Legislation where Personal Data is undertaken to systems (including hardware a controlled by the Customer, not transfer from the Customer to processing to occur.	by Supplier Personnel on and software) that are o Personal Data will		
			Where the Customer and the Data about either Party's Persengaged with providing the Se	sonnel and contacts		

	and telephone numbers), the Parties acknowledge that for the purposes of the Data Protection Legislation, the are each independent controllers of such Personal Dat under this Call Off Contract
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 MOD DEFCONs and DEFFORM

Call Off Schedule 15

Not applicable

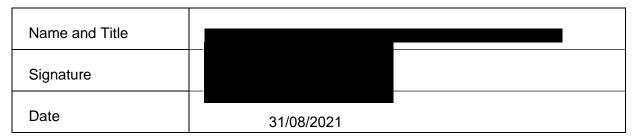
FORMATION OF CALL OFF CONTRACT

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:



For and on behalf of the Customer:

Name and Title	
Signature	
Date	01/09/21