

## RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

### Order Form

### Management Consultancy Services for the Electronic Monitoring Programme

CALL-OFF REFERENCE: [REDACTED]

THE BUYER: Secretary of State

BUYER ADDRESS Ministry of Justice  
102 Petty France  
London  
SW1H 9AJ

THE SUPPLIER: Ernst & Young LLP

SUPPLIER ADDRESS: 1 More London Place, London, SE1 2AF

REGISTRATION NUMBER: OC300001

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 9<sup>th</sup> June 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of consultancy services.

### CALL-OFF LOT(S):

MCF3 – Lot 3 Complex and Transformation

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

**Joint Schedules for RM6187 Management Consultancy Framework Three**

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

**Call-Off Schedules**

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender) 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.

Supplier terms are not 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.

**Call-off special terms**

The following Special Terms are incorporated into this Call-Off Contract:

*Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is*

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

**Call-off start date:** 9<sup>th</sup> June 2023

**Call-off expiry date:** 9<sup>th</sup> December 2024

**Call-off initial period:** 18 Months

## **CALL-OFF OPTIONAL EXTENSION PERIOD**

### **12 month extension option**

#### **Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification)

#### **Security**

Short form security requirements apply

#### **Maximum liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

**[REDACTED]**

#### **Call-off charges**

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

#### **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

#### **Payment method**

A central purchase order number will be provided by the Authority. All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference. You must be in receipt of a valid PO Number before submitting an invoice.

#### **Buyer's invoice address**

SSCL  
Ministry of Justice  
APinvoices-MOJ-U@gov.sscl.com  
Ministry of Justice  
102 Petty France, London SW1H 9GL

## **FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives do not apply to this Call-Off Contract.

### **Buyer's authorised representative**

**[REDACTED]**

### **Buyer's security policy**

Cyber and technical security policy available here  
[Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk/security-guidance)

### **Supplier's authorised representative**

**[REDACTED]**

### **Supplier's contract manager**

**[REDACTED]**

### **Progress report frequency**

Monthly progress report

### **Progress meeting frequency**

Monthly progress meeting

### **Key staff**

**[REDACTED]**

### **Key subcontractor(s)**

**[REDACTED]**

### **Commercially sensitive information**

In Joint Schedule 4 (Commercially Sensitive Information)

The Supplier is aware of the Buyer's responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. While decisions on deciding whether this statutory exemption applies is a matter for the Buyer, the Supplier would ask that it is notified as soon as possible of any FOI request received by the Buyer and that the Buyer consults with the Supplier over whether the statutory exemption applies to the information requested.

### **Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Buyer's environmental and social value policy**

[REDACTED]

**Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

**Formation of call off contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

**For and on behalf of the Supplier:**

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

**For and on behalf of the Buyer:**

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]


Date: [REDACTED]

### JOINT SCHEDULES

Joint Schedule 1 (Definitions)	[REDACTED]
Joint Schedule 2 (Variation Form)	[REDACTED]
Joint Schedule 3 (Insurance Requirements)	[REDACTED]
Joint Schedule 4 (Commercially Sensitive Information)	[REDACTED]
Joint Schedule 5 (Corporate Social Responsibility)	[REDACTED]
Joint Schedule 10 (Rectification Plan)	[REDACTED]
Joint Schedule 11 (Processing Data)	[REDACTED]

### CALL-OFF SCHEDULES

Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]
Call-Off Schedule 5 (Pricing Details)	[REDACTED]
Call-Off Schedule 7 (Key Supplier Staff)	[REDACTED]
Call-Off Schedule 9 (Security)	[REDACTED]

Call-Off Schedule 10 (Exit Management)	[REDACTED]
Call-Off Schedule 18 (Background Checks)	[REDACTED]
Call-Off Schedule 20 (Call-Off Specification)	 RM6187-Call-Off-Schedule-20-Specificatio

#### CORE TERMS

CCS MCF3 – Core Terms	[REDACTED]
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## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

### Consultancy Specification Document

<b>Title of Request:</b>	<b>Management Consultancy Services</b>
<b>Estimated Total Value:</b>	<b>£13.5m over the course of FY 23/24 and FY 24/25</b>
<b>Duration of Engagement:</b>	<b>Two years (with the potential for extension)</b>
<b>Required Commencement Date:</b>	<b>ASAP</b>

#### 1. Introduction

Electronic Monitoring (EM) is a unit within HMPPS which supports the Probation Service by undertaking the electronic monitoring of offenders and seeks to support the government's criminal justice priorities to level up the supervision of people on probation to the highest standards, to protect the public, tackle the underlying causes of crime and restore confidence in the Probation Service. Through the last Spending Review, we have secured c. £180m of funding over the next three years (to March 2025) to meet government commitments.

The EM Portfolio comprises of the following branches:

- Live Service, which is responsible for:
  - Holding to account the suppliers involved in delivering the EM service across England and Wales;
  - Working with stakeholders across the Criminal Justice System to ensure they are aware of EM's capabilities and play their full part in delivering an effective end to end EM service; and
  - Ensuring the infrastructure supporting the EM service is robust, secure and provides a solid platform upon which EM expansion activities can develop and providing guidance, information and advice to practitioners and suppliers.
- EM Change, which is responsible for:
  - Embedding, within the Live Service team, a change function capable of dealing with system changes in response to ministerial priorities, policy initiatives and increasing demand;
  - Providing a change management capability that is complementary to the work of the Live Operations team, developing a synergy that delivers greater understanding of the case management system which is owned by our suppliers, G4S and Capita.
- Technical Refresh, which is responsible for:
  - Delivering the tail end of remediation, re-hosting work and the organisational changes needed to support the ongoing EM service until it is replaced in December 2024; and
  - Ensuring that the EM case management system continues to operate efficiently until the re-tender of contracts in 2024.

In addition, we continue to seek to expand the use of Electronic Monitoring through a range of initiatives, with the ambition to nearly double the caseload by 2025. These initiatives include:

- Procuring the EM Future Service, by means of public competition for contracts for the provision of field and monitoring services (FMS) and for the provision of monitoring devices and support services (MDSS);
- Transitioning the current provision of EM to the EM Future Service, with the provision of additional and significantly greater functionality and efficiency;



- Expanding the use of EM on licence, including: (1) establishing a pathfinder to test EM as a swift response to breach of licence conditions; (2) rolling out the use of EM on licence for high-risk domestic abuse perpetrators; (3) evaluating the Acquisitive Crime pathfinder; and (4) developing plans to rollout to the remaining 23 police forces;
- Expanding the delivery of the immigration enforcement service to the Home Office;
- Exploring the potential further use of EM as an alternative to custody.

The Electronic Monitoring programme requires a Delivery Partner to support delivery of Ministerial commitments to expand the use of Electronic Monitoring and transition to new contracts for provision of the service and monitoring technologies. The Delivery Partner will help assure that systems and data are well managed, ensure service continuity through the transition, and help the programme realise opportunities for improvement created by the new contractual arrangements.

## 2. Background to the Requirement

Provide background information to the requirement to help the contractor understand how the work you want them to undertake fits in with your organisation's objectives. Consider including issues such as:

- any history relevant to the procurement;
- recent developments that the contractor should be aware of;
- a description of the business activities, functions & processes in your area that will have an impact on, or be impacted by the services being to the procured;
- a organisation/staffing chart;
- any specific roles & responsibilities that may have a bearing on how the contractor delivers the services.

We need to procure a new Delivery Partner to support delivery of Ministerial commitments within EM, as outlined in Section 1 above.

Currently services are procured externally through two delivery partners, Clarasys and PA Consulting. Those services are procured under contracts which are due to come to an end on 31/8/2023 and 30/06/2023 respectively. We are seeking to extend those contracts by a short period to support a successful transition to the new Delivery Partner as part of this and mitigate any delivery risks of key resources.

## 3. Requirement

This is a statement of what is to be delivered by the contractor under the terms of the contracts and forms the main body of the specification. The 'golden rule' is that specifications need to be Clear, Concise and Unambiguous. It sets out:

- what will be expected of the contractor under the contract;
- how you see the contract operating to ensure your aims and objectives (see sections 4 & 5) are met;
- any specific tasks that the contractor will be required to perform and gives an indication of your expectations in relation to how they are performed.

Specify requirements as:

- *Mandatory* -essential requirements that must be met;
- *Desirable* – requirements that whilst bringing benefits are not essential;
- *Information* – requirements that request supplementary detail that may be helpful to the overall picture

**Note:** As a general rule, no information should be provided about the proposed budget availability. The requirement should provide enough detail about the scope of the work to enable the contractor to gauge for themselves the size of the task and the risks involved, given their detailed and specialist knowledge.

**Other tips:** List the important elements of the requirements first, and work through to least important and avoid embedding critical requirements in background information – contractors may miss them

### **Problem to be solved**

We are looking for a Delivery Partner to collaborate with both current and future EM providers and support us through this critical period of change to:

- support the implementation of the new Future Service contracts and the transition into service, ensuring that service continuity is maintained;
- support the management and delivery of change within the live service of EM, including Technical Refresh project;
- support internal readiness of the new Future service and cultural change journey across the EM service;
- support change delivery aligned to the EM Expansion Programme initiatives or other change requirements across the EM service;
- support decommissioning the current providers' service once the transition to the new arrangements is complete; and
- support the development of appropriate documentation to support and build knowledge across MOJ staff to support contract management of the Future Service.

### **Any work that's already been done**

- design of the EM Future Service and target operating model;
- development of our requirements for the new Field and Monitoring Service (FMS) and Monitoring Devices and Systems Service (MDSS) contracts;
- development of a data improvement plan to help meet our ambitions to develop our evidence base to support the efficacy of EM; and
- identification of opportunities where modernisation and better use of data could deliver service improvements.

### **Existing team**

We currently have a blended team approach to EM delivery including civil servants and those provided through our current delivery partners. The Delivery partner will be expected to collaborate with the existing team to augment the capabilities available to EM with a particular focus on the provision of project management and delivery, implementation, strategic and analytical expertise, and support.

The Delivery Partner will need to manage a seamless transition and handover from the current delivery partners to ensure knowledge is retained and risks mitigated effectively. In addition, the Delivery Partner will be required to collaborate effectively with our Technical Delivery Partner, as part of a blended team approach.

### **Capability requirements**

The chosen delivery partners will be required to undertake specific tasks and activities (as defined in Statements of Work to be agreed). Such tasks and activities may include a number of specified service capabilities including but not limited to:

- project management of a specified project, programme phase or deliverable;
- delivery management of a technical change or set of changes;
- design and / or implementation of a service or operational component;
- provision of analytical support;
- shaping the strategic direction of EM e.g. creation of a business case or roadmap; and
- provision of equivalent services in support of adjacent HMPPS projects.

In addition, we expect the Delivery Partner to:

- share knowledge and experience with team members and across the wider service to help build internal capability;
- demonstrate sustained commitment to helping us build in-house skills, knowledge, and capacity to support EM delivery; and
- work as a team with our organisation and other suppliers, both internal to the department and outsourced providers.

### **Mobilisation of resources**

We would expect to use the first month of the contract as an initiation phase to support mobilisation. We want to work with the Delivery Partner as part of mobilisation to:

- plan handover of key deliverables from the current delivery partners and factor these into mobilisation planning as a key priority to ensure safe and effective transition;
- scope out the longer-term requirements to support this contract to the best of our knowledge now;
- agree the exit plan for the contract;
- facilitate introductions to key personnel and agree roles and responsibilities and ways of working.

### **Delivery**

We would look to agree, wherever possible, Statements of Work on a quarterly basis.

The drawdown of staff will be paid for the relevant task as the aggregate of the daily rates for each staff member of the relevant grade.

The Supplier will need to provide a report each month and participate in a monthly performance review meeting to review the report, discuss progress, assess service provision and performance and resolve any commercial issues.

## **4. Aims**

Explain here what you are aiming to achieve by engaging external contractors to undertake the work described in section 3 – this is the “Outcome” you are seeking.

We are looking to put in place a contract with a delivery partner= to support EM, which allows us access to additional capacity and specialist skills as required in line with our programme plans, and in response to changing demand. This will be to complement and support our internal teams led by civil servants through a one team, blended approach.

The outcomes we are seeking include:

- Access to additional capacity and specialist skills;
- Ability to work with civil servants and other partners/suppliers through a blended team approach;
- Access to proven technical methods and expertise from equivalent programmes / clients;
- Capacity and capability to deliver key strategic projects/requirements in accordance with planned timelines, and flexibility to respond to unplanned requirements.

## **5. Objectives (Measurable Outputs)**

In this section you will need to describe:

- the specific outputs that you require the contractor to deliver (this could be a report, an improvement in performance, successful implementation of a process or business change – the key element being that the output can be measured);
- how and when you expect the outputs to be delivered and how these outputs will be measured during the life of the contract?

The Authority will agree with the Supplier a Statement of Work for each initiative, which sets out:

- the specific tasks and activities required to be undertaken;
- the specific outputs for each task or initiative;
- the timescales over which each task or initiative are to be undertaken;
- the number and grade of each staff member required to undertake the initiative;
- the number of days of work expected to be required from each grade to undertake the initiative;
- the cost of each initiative;
- the estimated financial headroom remaining under the contract.

## 6. In Scope, Out of Scope

- be specific on what is to be included
- what is excluded
- what is optional

The Authority is procuring separately for a specialist technical delivery partner. However, an understanding of technical delivery is preferred. The Delivery Partner will be required to work collaboratively with the technical delivery partner to ensure successful outcomes.

The Delivery Partner will be required to work with other suppliers within the EM landscape, including current suppliers and those involved as part of the transition to the new contracts.

## 7. Location of Assignment

- Give address where services are to be carried out (Businesses, Suppliers or both)
- Can any or all of the requirement be delivered remotely

The MoJ has adopted hybrid working arrangements, with staff working in our offices for circa 2-3 days / week and from home on other days. This will vary by service need and the nature of people's roles.

We expect that this engagement will be delivered in line with our hybrid working arrangements, with some of the work located in our offices and other work carried out remotely.

## 8. Regulatory requirements

Are there any regulatory requirements that need to be considered? If so please list them here.

There are no specific regulatory requirements which the Supplier needs to comply with.

The Delivery Partner will be required to comply with Ministry of Justice and His Majesty Prison and Probation Service policies and procedures.

## 9. Service Levels

- What levels of service do you require;
- How will these be measured over the life of the contract;
- In the event of a service issue or concerns with the performance by the contractor, do you have any specific requirements for escalation.

The Authority proposes the utilisation of the following KPIs, using a traffic-light system to assess compliance:

**KPI 1 – Performance to Pay.**

The Supplier will provide:

- (a) Accurate and complete invoicing and invoice back up information (including where necessary timesheets) in a timely manner
- (b) Accurate and complete Acceptance Certificates in a timely manner;
- (c) Accurate and complete Supplier Reports in a timely manner.

Green – All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information

Amber – Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates and/or inputs are incomplete and inaccurate.

Red – Inputs are later than 5 working days in the prescribed performance to pay process and/or input contains significant errors.

**KPI 2 – Partnering Behaviours and Added Value**

The Supplier will promote positive collaborative working relationships within and across team by acting in a transparent manner. The Supplier shows commitment to the Authority's goals through adding value over and above the provision of compensated skilled supplier staff.

Green

- (a) No behavioural problems identified
- (b) Buyer workshops attended and positive contributions made
- (c) Added value recognised by the programme above provision of compensated skilled resources above compensated skilled resources.

Amber

- (a) Some minor behavioural problems
- (b) Supplier only attends some workshops or provides minor contributions
- (c) Supplier adds some value above provision of compensated skilled resources above compensated skilled resources, but this is not regarded as significant.

Red

- (a) Significant behavioural problems
- (b) Supplier contributions are rare or insignificant and shows little interest in working with other suppliers
- (c) No added value contributions recognised by Programme

**KPI 3 – Supplier Staff**

The Supplier will successfully recruit and place key roles to meet their planned deliverables and contractual obligations. The Supplier proactively manages their supplier staff/resource skillset by identifying issues early and in a timely fashion to ensure the smooth delivery of the service.

Green - targets met for all staff and bringing on any new staff with a maximum of 14 days' notice.

Amber - target met for most 50% plus resources through no fault of the Authority

Red - target missed for most resources requested through no fault of the Authority

**KPI 4 – People in Place**

All of the Supplier's staff delivering services for the contract are performing to the expected standard for the grade and skill set agreed.

Green

- (a) No resources are swapped out due to deficiency in skillset;
- (b) No problems identified with the quality of the work;
- (c) Supplier is making positive team contributions; and
- (d) Supplier skills meet the standards expected.

Amber

- (a) Minor issues noted with quality of work; and
- (b) Few contributions made within the team.

Red

- (a) Resource is swapped out from project due to deficiency in skillset;
- (b) Persistent issues with quality of work (including minor issues that persist from one month to another); and
- (c) Significant issues with quality of work.

KPI 5 – Timeliness of Delivery

The Supplier is successfully delivering to schedule and in line with expectations, save to the extent prevented by factors outside of the Supplier's reasonable control.

Green

- (a) Clear plans in place to deliver key milestones across each workstream;
- (b) Good quality work is delivered to deadline;
- (c) Supplier is open and transparent about changing deadlines;
- (d) Outputs are developed collaboratively and iterated based on feedback and learning.

Amber

- (a) Minor issues noted with timeliness of work; and
- (b) Some issues identified with communication around timeliness of work

Red

- (a) Outputs are not delivered to deadline
- (b) Persistent issues with communication about changing deadlines

KPI 6 – Social Value

The Supplier is planning and undertaking appropriate activity to tackle inequality in the workplace, support in-work progression for under-represented groups in the UK workforce and to support health and wellbeing among its workforce.

Green

- (a) Clear plans to deliver and activities undertaken which deliver relevant social value outcomes

Amber

- (a) Delays in and/or partial delivery of relevant activity and/or incomplete or unsatisfactory social value outcomes

Red

- (a) Non-delivery of relevant activities and/or no positive social value outcomes

The Delivery Partner will need to provide a report each month (quarterly in relation to Social Value) and participate in a monthly performance review meeting to review the report, discuss progress, assess service provision and performance, and resolve any commercial issues.

Key personnel contacts and escalation routes in relation to service issues or concerns with the performance of the Delivery Partner will need to be communicated as part of initiation of this contract.

## 10. Security arrangements for Consultants

- Baseline Personnel Security Standards (of which Disclosure Scotland is a part) are a default requirement in any Consultancy contract.

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

- Please indicate here if you require the contractor's personnel to hold any additional/higher level security clearances

Vetting in accordance with MoJ policies and procedures but in each and every case staff will be required to meet the UK Government Baseline Personnel Security Standard (BPSS) and, for most if not all roles, obtain Counter Terrorist Check (CTC) clearance

## 11. Timetable

- Lists key targets and/or milestones expected to be achieved
- can act as a performance indicator to enable stage or interim payments to be made against measurable deliverables.
- be specific on when you expect the outputs to be delivered
- if the completion date is fundamental to the success of the project, then say so

The service is required to start as soon as possible and the contract should endure for not less than two years and be capable of extension.

Individual outputs are to be delivered in accordance with the timeline specified in the relevant Statement of Work and invoiced monthly.

We would look to agree wherever possible Statements of Work on a quarterly basis.

We would expect to use the first month of the contract as an initiation phase to support mobilisation. We want to work with the successful supplier as part of mobilisation to:

- plan handover of key deliverables from the current delivery partner/s and factor these into mobilisation planning as a key priority to ensure safe and effective transition; and
- scope out the longer-term requirements to support this contract to the best of our knowledge at this point in time.

## 12. Exit Arrangements

- What is your exit strategy for this contract;
- How do you want the contractor to deliver skills & knowledge transfer to your permanent staff throughout and at the end of the contract.

The contract agreed between the Authority and the Supplier will include an obligation for the Supplier to provide a draft exit plan, to be approved by the Authority, setting out its methodology of ensuring a seamless transition to a replacement services provider of responsibility of the provision of the services on the expiry or termination of the

contract. The Supplier shall comply with the terms of such exit plan where required by the Authority. The Authority has a key milestone to approve this exit plan as part of mobilisation of this contract.