



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of RM3745 Management Consultancy Framework (MCF) Lot 5 – Health and Community dated **04 September 2017**.

This Call Off Order Form relates to the provision of Consultancy Support to the Social Care Task Force.

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	CCCC20B04
From	Department of Health and Social Care ("CUSTOMER")
To	Newton Europe Limited ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1. Commencement Date:	This contract is deemed to have commenced on Monday 29 th June 2020
1.2. Expiry Date:	This contract shall end on Friday 28 th August 2020

2. SERVICES

2.1 Services required:	<p>The governments Social Care Task Force will play an integral part in ensuring they are doing everything they can to reduce the risk of transmission of COVID-19 in the sector, both for those who rely on care and support and the social care workforce. It will ensure preparedness for future outbreaks and/or a second wave of COVID-19.</p> <p>Chaired by REDACTED it is made up of representatives from Public Health England, Care Quality Commission, Care Providers Alliance Local Governance, Association of Directors of Adult Social Services, Healthwatch England, Ministry of Housing, Communities and Local Government, Cabinet Office and DHSC.</p> <p>The Task Force is time limited and will be in place until August 2020.</p>
-------------------------------	---

Additional support and resources for the Task Force is required from Newton Europe to provide both programme and analytical support.

Launched on 25, June. The Vivaldi 2 Study forms part of pillar 4 of the government's COVID-19 testing strategy to conduct UK-wide surveillance testing to learn more about the spread of the virus.

The Social Care Task Force is providing the following services to which Newton Europe is providing some support as set out in section 3 below.

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Delivery of the Care Homes Support Package; delivered to and implemented by every care home in every local authority in England	No later than 31/08/2020
2	Delivery of the remaining actions from the Social Care Action Plan, published on 15 April	No later than 31/08/2020
3	In line with the national campaign to end transmission in the community. Reduce the risk of transmission of COVID-19 in the sector, both for those who rely on care and support and the social care workforce	No later than 31/08/2020
4	Consider the impact of COVID-19 on the care sector over the next year and advise on a plan to support it through this period	No later than 31/08/2020

3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The contract is already deemed to have started on 29/06/2020 and the project plan is already in progress.</p> <p>Purpose/role of Newton Europe is to:</p> <p>REDACTED</p>
------	--

4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 (Standard and Quality)
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: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Customer: REDACTED Social Care task force: REDACTED Newton Europe Limited: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The value of the contract is £482,210.00, excluding VAT and expenses based on the rates, per day, below: REDACTED These rates are to remain firm for the duration of the contract including any contract extensions. If the Supplier requires increased support any consequent fee increase will be agreed between the Supplier and the Customer. The daily rate shall apply for all working days, including weekend days and Bank Holidays.
-----	---

	Call Off charges shall not exceed the maximum day rate of the Commercial Agreement RM3745 Management Consultancy Framework (MCF) Lot 5: Health and Community.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): All invoices must be sent, quoting a valid purchase order number (PO Number), to: REDACTED
6.3	Reimbursable Expenses: Expenses will be payable in line with the Department of Health and Social Care Travel and Subsistence policy. However, it is intended that the Services will mostly be provided remotely.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): All invoices must be sent, quoting a valid purchase order number (PO Number), to: REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Entirety of Contract period
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: Not applicable
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 £482,210.00 excluding VAT and expenses
7.2	Supplier's limitation of Liability As per Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: REDACTED

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: In Call Off Schedule 7
10.4	ICT Policy: Not applicable
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED

10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's email address: REDACTED Supplier's email address: 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 Call Off Schedule 16
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Not applicable
10.15	Processing Data In Clause 35.5 of the Call Off Terms
10.16	MOD DEFCONs and DEFFORM Not Applicable

Appendix

Resource plan

REDACTED

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
Signature	REDACTED
Date	08 th September 2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	10 th September 2020