



**Crown
Commercial
Service**

**Provision of Business-As-Usual Consultants for
NHS Test and Trace**

To

Department of Health and Social Care

From

Carnall Farrar Ltd

Contract Reference: CCCB21A01

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 & 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 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 REDACTED ("CUSTOMER")
To	Carnall Farrar Ltd ("SUPPLIER")
Date	26 October 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: Deemed to have been 26 October 2020
1.2.	Call Off Expiry Date: End date of Call Off Initial Period: 16 April 2021 End date of Call Off Extension Period: N/A - There shall be no further expressed provisions to extend this contract beyond the expiry date Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1.	<p>Services required:</p> <p>As may be further set out in Call Off Schedule 2 (Services).</p> <p>Provision of the resources below for the period specified:</p> <p>REDACTED</p> <p>The Services will form part of a large and complex programme to shape and deliver mass population testing across the UK. This will involve multiple workstreams and deliverables. MCF2 Lot 1 has been chosen (for mass testing) as it is deemed complex, multi-disciplinary, transformational and large scale with multiple workstreams and interdependencies.</p> <p>The Supplier shall co-ordinate and report across the breadth of the specified work package and the wider Test and Trace programme of work, ensuring interdependencies are considered at the work package and programme levels.</p> <p>In addition to the Services set out in this section 2.1 and 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 1 to this Call Off Order Form):</p> <ul style="list-style-type: none"> • 99% of timesheet reports completed and submitted to the Buyer within five (5) Working Days of week end detailing all billable work completed in the preceding week • 99% minimum accuracy across total invoices received (direct match between invoiced amounts and accompanying timesheets).
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3. PROJECT PLAN

3.1.	Project Plan:						
	The Supplier shall provide the Customer with a draft Project Plan for Approval within 10 Working Days from the Call Off Commencement Date.						
	This Call-Off Contract will include the following Project Plan, exit and offboarding plans and milestones:						
	The provision of a knowledge transfer plan.						
	Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments

Project Plan Delivered	An Approved Project Plan per work package (to include all Deliverables and Milestones)		Within ten (10) Working Days of Call Off Contract Commencement		N/A	
Knowledge Transfer Complete	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	

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 timesheet 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: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): <p>Applied as per clause 28.2.</p> <p>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 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	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): <p>Table of grades & rates:</p> REDACTED <p>For the avoidance of doubt, the total contract value will not exceed £572,475.00 exc. VAT</p>
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): <p>Monthly in arrears</p> <p>Submitted invoices must be accompanied by supporting information including:</p> <ul style="list-style-type: none"> • completed timesheets for amounts set out in the relevant invoice; and

	<ul style="list-style-type: none"> 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 satisfactory delivery of the agreed Key Performance Indicator targets set out in Annex 1 to this Call Off Order Form and (in respect of the period of 4 weeks before the end of the Initial Period (and any Extension Period, where applicable) a completed knowledge transfer in accordance with section 8.4 of this Call Off Order Form.</p>
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED
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
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 £572,475.00 (excluding VAT)
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): Professional Indemnity – £5m per claim and in the aggregate per annum Employers' liability – as required by law Third Party Public and Products Liability Insurance – £5m per occurrence and in the aggregate per annum

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: <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; • 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) 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: 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.

	13.3.2 provide no less than [40 hours] of dedicated resource time from Supplier Personnel who were actively engaged in the provision of the Services to carry out the knowledge transfer activities set out in the knowledge transfer plan. This cost will be absorbed by the supplier at the time of contract expiry.
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: None

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
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) 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 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): <u>Customer's postal address and email address:</u> Department of Health and Social Care, REDACTED

	REDACTED <u>Supplier's postal address and email address:</u> Carnall Farrar Ltd, REDACTED REDACTED												
10.10	Transparency Reports As set out in the table below (and Call Off Schedule 13 (Transparency Reports)): <table><tr><th>TITLE</th><th>CONTENT</th><th>FORMAT</th><th>FREQUENCY</th></tr><tr><td>Project Progress & Deliverables Report</td><td><ul style="list-style-type: none">• A summary of resource utilised: activities completed and cost assigned in the week completed;• A rolling two (2) week forecast of resource required• 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• Anticipated delays to delivery of Milestones and Deliverables</td><td>Excel</td><td>Weekly</td></tr><tr><td>KPI Performance Report</td><td><ul style="list-style-type: none">• Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above</td><td></td><td>Weekly</td></tr></table>	TITLE	CONTENT	FORMAT	FREQUENCY	Project Progress & Deliverables Report	<ul style="list-style-type: none">• A summary of resource utilised: activities completed and cost assigned in the week completed;• A rolling two (2) week forecast of resource required• 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• Anticipated delays to delivery of Milestones and Deliverables	Excel	Weekly	KPI Performance Report	<ul style="list-style-type: none">• Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above		Weekly
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10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable												
10.12	Call Off Tender: Not provided as direct award												
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 Off Tender).												

10.15	Processing Data Call Off Schedule 17 <u>Customer:</u> Name: REDACTED <u>Supplier:</u> Name: REDACTED	
Contract Reference:		CCCB21A01
Date:		26 October 2020
Description Of Authorised Processing		Details
Identity of the Controller and Processor		The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Data Controller and the Supplier is the Data Processor of Personal Data under this Call Off Contract Agreement.
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 Compensation Tenure Information Qualifications or Certifications

		<p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p>	
	Categories of Data Subject	Employees and contractors of the Customer.	
10.16	MOD DEFCONs and DEFFORM 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:

Name and Title	REDACTED
Signature	REDACTED
Date	12/02/2021

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	18/02/2021

Annex 1 – 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

1. 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
1	On Time Timesheet Submission	99% of all timesheets detailing all billable work completed in the relevant KPI Measurement Period are completed and issued to the Customer On Time Where "On Time" means within five (5) Working Days of the end of the relevant KPI Measurement Period	$(A/B) \times 100$	Number of completed timesheets submitted On Time in the relevant KPI Measurement Period	Total number of completed timesheets submitted in the relevant KPI Measurement Period
2	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

2. The Supplier shall measure performance against the key performance indicators on a **weekly** basis ("**KPI Measurement Period**"). Within 2 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**").
3. 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 proposed changes to the Project Plan;

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.

4. 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.