

Crown Commercial Service

CQC P50200

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

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 *Operating Model Delivery – detailed design phase* 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
From	("CUSTOMER")	Care Quality Commission.
To	("SUPPLIER")	Mozaic Services Limited
Date	("DATE")	21 st March 2019

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date:	21 March 2019
1.2.	Expiry Date: End date of Initial Period: End date of Extension Period: Minimum written notice to Supplier in respect of extension:	28 June 2019. Extension possible subject to review and discussion.

2. SERVICES

<p>2.1</p>	<p>Services required:</p> <p>In Call Off Schedule 2 (Services)</p>	<p>Provide continuity of support for CQC following the recently completed engagement to undertake an Operating Model Assessment and Design. The next phase will focus on detailed design, planning and preparation for procurement during which Mozaic will provide individuals to fulfil the following 7 roles within the programme:</p> <p>1) Head of Business Engagement, Communication and Change / Mozaic Engagement Lead</p> <ul style="list-style-type: none"> • Socialise the Business Case and support its refinement through the multiple approval steps required to establish the programme • Socialise the proposed Target Operating Model (TOM) to generate a shared understanding across all key stakeholder groups of the future state vision (including with sponsoring stakeholders, staff within Digital Operations and existing suppliers). • Advise on the creation of job descriptions and recruitment of key roles into the new organisational design • Support the strengthening of the internal capabilities required for the TOM (particularly the capabilities for Service Management, Architecture Control, Commercial & Contractual Control, Governance and Communications & Engagement) • Work closely with the Architecture team to ensure that end to end coherence of design is maintained through every level of the service architecture. • Support the early meetings of a Design Authority which will become the standing means through which all digital service, commercial and technology architecture design decisions are agreed • Mozaic Engagement Lead to provide oversight and management of the Mozaic delivery across all areas. <p>2) Service Architect</p>
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		<ul style="list-style-type: none"> • Lead the development of Invitation to Tender documentation and data room materials necessary for market engagement by building on the level 2 service descriptions already created for Lot 1 (Procurement of a new provider for Digital Workplace, Service Desk, IT Operations Centre and On Premises Data Centre space.). • Work closely as a team with the Commercial Manager and Tower Delivery Manager for Lot 1. • Develop a framework of Service Level Agreements and KPIs that will apply to the management of all suppliers • Ensure integrity of the set of Service Descriptions, SLAs, Pricing Models, Transition and Transformation schedules across the procurements and the broader operating model change. <p>3) Service Architect</p> <ul style="list-style-type: none"> • Develop an integrated process model to underpin the new ways of managing IT services (based on the ITIL standards) and to be the foundation of the new CQC service management organisation and ITSM tooling • Work closely as a team with the Commercial Manager and Tower Delivery Manager for the other Lots. • Lead the development of Invitation to Tender documentation and data room materials necessary for market engagement by building on the level 2 service descriptions already created for the other Lots (Networking Services, Security Operations Centre, Managed Printing and IT Service Management Tooling). <p>4) Tower Delivery Manager</p> <ul style="list-style-type: none"> • Plan and co-ordinate all necessary activities required to design the service, select and onboard supplier, cutover to the new service and decommission current services. <p>5) Tower Delivery Manager</p> <ul style="list-style-type: none"> • Plan and co-ordinate all necessary activities required to design the service,
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		<p>select and onboard supplier, cutover to the new service and decommission current services.</p> <p>6) Information Security Lead</p> <ul style="list-style-type: none"> • Develop the Information Security policies and standards that will apply to all suppliers (building on existing CQC policies and standards.) • Provide subject matter expertise to the design, selection and transitional activities required to establish the new Security Operations Centre. <p>7) Exit & Intercept Manager</p> <ul style="list-style-type: none"> • Identify, categorise and gain agreement on continuation, realignment and/or stopping of activities in the current CQC Portfolio of change that sit outside of this Programme but are dependant or aligned to these activities. • Manage all inter-dependencies with other projects within the overall CQC Portfolio of Change to ensure the overall coherence of delivery. • Communicate and engage with managers of other projects and programmes to ensure that inbound and outbound dependencies are fully understood intercepted • Manage and dependant activities of exiting suppliers • Track and develop mitigations for risks associated with inter-dependencies. <p>Steve Tuppen, Director and Founder of Mozaic will be the Engagement Director, responsible for ensuring quality of delivery, and supporting key Programme decisions.</p>
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	2.2 Additional services (if required)	Should CQC require, the following services can be added to this Call Off Order: <ul style="list-style-type: none"> • Support the selection of an IT Service Management toolset and advise on the optimum licensing approach • Design the new IT Service Management tooling implementation • Advise on the roadmap and optimum sequencing of the ITSM toolset implementation and the scope of the Minimum Viable Product • Advise on the gathering of master data and configuration data necessary for implementing the ITSM toolset data
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3. PROJECT PLAN

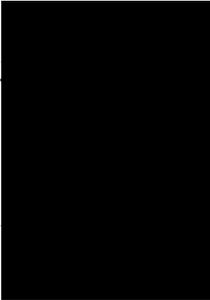
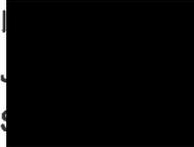
3.1.	Project Plan:	N/A				
Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments

4. CONTRACT PERFORMANCE

4.1.	Standards:	<p>The service level and availability criteria required for this Call-Off Contract are: Mozaic will:</p> <ul style="list-style-type: none"> • Provide updates on progress regarding delivery of outputs, on a weekly basis, by 09:00 every Monday morning, during the contract. • Provide CQC with the names of all staff who require access to CQC's business requirement repository (cloud-based system) by the second working day that the contract is operational. • Provide CQC with the contractor's expert view on how the requirements will be met, complete with a plan for delivery of the requirements by 09:00 on the 6th working day of the contract being operational, including a full breakdown of deliverables. • Deliver each deliverable by the agreed milestone. • Transfer knowledge on a regular basis to relevant CQC employees as individual deliverables or sets of related deliverables are completed. <p>CQC will:</p> <ul style="list-style-type: none"> • Respond to requests for information or documentation and supplying the required information or document the following working day. • Supply the contractor with Names, Email Addresses and Phone Numbers of core members of the Working Group during the initial Kick Off Meeting. <p>Promptly review documents from the contractor to agree: gaps, approaches, breakdown and timescales for deliverables.</p>
4.2	Service Levels/Service Credits: Not applied	Not applicable.
4.3	Critical Service Level Failure: Not applied	Not applicable.
4.4	Performance Monitoring: Not applied	Not applicable.
4.5	Period for providing Rectification Plan:	

	In Clause 39.2.1(a) of the Call Off Terms	
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5. PERSONNEL

5.1	Key Personnel:	<p>Mozaic</p>  <p>CQC</p> 
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):	

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	£484,500.00
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)	The payment profile for this Call Off contract is that payment will be made by BACS following receipt of a correct invoice.
6.3	Reimbursable Expenses: Permitted	Permitted, however restricted to 'standard' rail tickets to Newcastle and Leeds.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off	Care Quality Commission T70 Payables F175

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ 484,500	
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);	The annual total liability of either Party for all Property defaults will not exceed £1M. The annual total liability for Buyer Data defaults will not exceed £1M. The annual total liability for all other defaults will not exceed £1M.
7.3	Insurance (Clause 38.3 of the Call Off Terms):	The insurance(s) required will be: <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with minimum limit of £5,000,000 or any higher minimum limit required by Law.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms):	30 Working Days, as stipulated in Clause 42.2
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms):	30 Working Days, as stipulated in Clause 42.7.
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)	Supply of deliverables and removal of access.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	N/A
9.2	Commercially Sensitive Information:	All CQC, FITS & FSP information shared as part of this contract will be deemed commercially sensitive and shall not be shared or re-used without the express permission of CQC.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A	Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required	Not required
10.3	Security: Select short form security requirement	See Call Off Schedule 7 (Security); and the definition of "Security Policy" in Call Off Schedule 1 (Definitions). Paragraphs 1 to 5 of Schedule 7 (Security)
10.4	ICT Policy: Not applied	Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be	
10.7	NOT USED	
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):	

10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p>Supplier's postal address and email address:</p>	<p>151 Buckingham Palace Road, London SW1W 9SZ commercialcontracts@cqc.org.uk</p> <p>41 Lothbury London EC2R 7HG Accounts@mozaic.net</p>								
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>	Not applicable								
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10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p>	N/A								
10.12	<p>Call Off Tender:</p> <p>In Schedule 16 (Call Off Tender)</p>	N/A								
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p>	Not applicable								
10.14	<p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>	Not applicable								
10.15	<p>Processing Data</p> <p>Call Off Schedule 17</p>	<ul style="list-style-type: none"> • Customer Data Protection Officer. •  • • • 								

		<ul style="list-style-type: none"> • Supplier Data Protection Officer •  • •
Contract Reference:		
Date:		
		15/05/2019
Description Of Authorised Processing		Details
Identity of the Controller and Processor		The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data		Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing		For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing		
Type of Personal Data		Full name Worplace address Workplace Phone Number Workplace email address Names Job Title Job title or role
Categories of Data Subject		
10.16	MOD DEFCONs and DEFFORM	
	Call Off Schedule 15	

The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:

DEFCONs

DEFCON No	Version	Description

DEFFORMs

DEFFORM No	Version	Description

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.

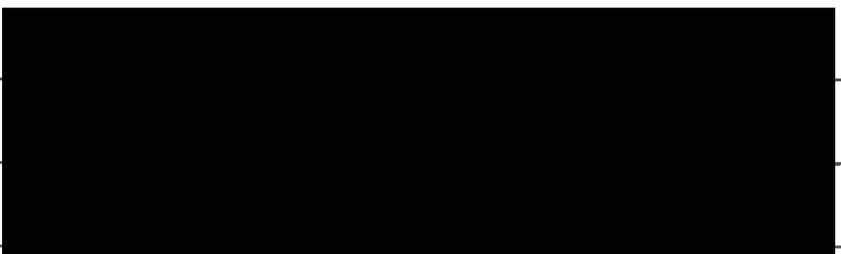
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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		
Signature		
Date		

For and on behalf of the Customer:

Name and Title		
Signature		
Date		

