

**PROVISION OF COVID-19 CALL TO ARMS HR SURGE ROLES**

**To**

**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**From**

**CARNALL FARRAR**

 **Contract Reference: CCZX21A09**

Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

12/08/2013

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Strategic Consultancy Services (via MCF 2 / Lot 3) 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.

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| Order Number | REDACTED TEXT |
| From | Department of Health and Social Care**("CUSTOMER")** |
| To | Carnall Farrar Ltd**("SUPPLIER")** |
| Date  | 29th January 2021.**("DATE")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**:The contract is deemed to have commenced on Tuesday 22nd September 2020. |
| * 1.
 | **Expiry Date**:End date of Initial Period: Wednesday 31st March 2021. |

1. Services

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| 2.1  | **Services required**: As indicated in Annex A – Services Required, of this document. |

1. PROJECT Plan

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| **3.1.**  | **Project Plan**: The Individual workplans will be agreed with line managers overseeing each team memberIndividuals must ensure knowledge transfer and documented handover before exit from role. Individual to work with line manager to capture this. |

1. contract performance

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| **4.1.**  | **Standards**:As indicated in Annex A – Services Required, of this document and Annex B – Call Off Tender, of this document. |
| **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  |

1. personnel

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| **5.1** | **Key Personnel**: REDACTED TEXT**("CUSTOMER")**REDACTED TEXT **(“SUPPLIER”)** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):Applied as per clause 28.2.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.This sub-clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form. 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. 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): * 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.
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1. PAYMENT

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT): Contracted services will be provided up to a maximum of REDACTED TEXT including all expenses but excluding VAT.This price is comprised as follows: REDACTED TEXT REDACTED TEXTREDACTED TEXTREDACTED TEXTREDACTED TEXTREDACTED TEXT |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):the Supplier will invoice monthly in arrears |
| **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):Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. Invoices should be submitted to: REDACTED TEXTEmail: REDACTED TEXT |
| **6.5** | **Call Off Contract Charges held firm for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):The duration of the contract term |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall 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. |

1. LIABILITY and insurance

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| **7.1** | **Estimated 9 Month Call Off Contract Charges**:The sum of REDACTED TEXT excluding VAT.  |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms);In Clause 37.2.1 of the Call Off Terms. |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):The Supplier’s standard business insurance shall apply. |

1. TERMINATION and exit

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| **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 altered to ten (10) 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).  |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**The Supplier will be provided with DHSC IT equipment for use of all work and communications whilst working under this contract.  |
| **9.2** | **Commercially Sensitive Information**:Commercially Sensitive Information will include but not be limited to:The Customer’s Services Required / Statement of Requirements shown at Annex A of this document.Any contracted outputs and deliverables the Supplier will provide to the Customer under the terms of this contract.  |

1. OTHER CALL OFF REQUIREMENTS

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| **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, as indicated in Schedule 7 of the RM6008 terms and conditions of contract. |
| **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 for the duration of the contract term. |
| **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 postal address:**REDACTED TEXT**Supplier’s postal address:**REDACTED TEXT |
| **10.10** | **Transparency Reports**Not applicable. |
| **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**:In Schedule 16 (Call Off Tender) and at Annex B – Call Off Tender, of this document. |
| **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**Call Off Schedule 17.Name: REDACTED TEXTEmail: REDACTED TEXT **("CUSTOMER")**REDACTED TEXTName: REDACTED TEXTEmail: REDACTED TEXT**(“SUPPLIER”)** |
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| --- | --- | --- | --- |
| **Contract Reference:** | REDACTED TEXT |  |  |
| **Date:**  |  |  |  |
| **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 nameWorplace addressWorkplace Phone Number Workplace email address  Job title or role |  |  |
| Categories of Data Subject | Employees and contractors of the Customer.  |  |  |

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| **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.**

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| **For and on behalf of the Supplier:** |
| Name and Title | REDACTED TEXT |
| Signature | REDACTED TEXT |
| Date | REDACTED TEXT |
| **For and on behalf of the Customer:** |
| Name and Title | REDACTED TEXT |
| Signature | REDACTED TEXT |
| Date | REDACTED TEXT |

**ANNEX A – SERVICES REQUIRED**

REDACTED TEXT

**ANNEX B – CALL OFF TENDER**

1. The Supplier warrants it will utilise Best Endeavours to deliver all elements of the Customer’s Statement of Requirements shown in Annex A, above and will adhere to all timescales agreed between the parties.
2. The Supplier’s nominated staff are responsible for the delivery areas indicated below:

REDACTED TEXT