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**WP2034: Provision of a Project Manager Lead for
Southampton Pathfinder /LAMP Product Lead
[extension of services under a new contract]**

To

Department of Health and Social Care

From

Efficio Consulting

Contract Reference: WP2034

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Call Off Order Form for Management Consultancy Services

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 Services for the Regulatory, Quality and Clinical IVD and Medical Device Team – Regulatory Literature Reports and Internal Audits 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	WP2034
From	Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency ("CUSTOMER") [REDACTED] (Customer contact name)
To	Efficio Limited company number 04010379 of registered address: 33 Regent Street LONDON SW1Y 4NE United Kingdom ("SUPPLIER") [REDACTED] (Supplier contact name)
Date	06/09/2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: <u>28th July 2021</u>
1.2.	Call Off Expiry Date: End date of Call Off Initial Period: 31/10/2021 End date of Call Off Extension Period: N/A

Minimum written notice to Supplier in respect of extension: N/A
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2. SERVICES

2 Services required:

2.1.1. Description of the Services

The consultant will oversee the work of supplies, logistics, use case and digital to ensure alignment and delivery of LAMP to meet strategic and operational plans as per the Ministerial Submission on LAMP. The consultant will also act as Project Manager for the Southampton Pathfinder contract.

LAMP Product lead Responsibilities:

- Owns the end-to-end requirements for the LAMP Cell Hubs product
- Work with experts to analyse and synthesise different options into a recommended strategic direction for the product, to produce the optimal public health outcomes.
- Gather, prioritise, document, and communicate requirements, supporting a cross-functional team from digital to laboratory workflow validation.
- Ensure all parts of the end-to-end journey are delivered according to functional and non-functional requirements

Project Manager for the Southampton Pathfinder Responsibilities

- Ensures DHSC delivers its contractual obligations to Southampton.
- Works cross-functionally with internal stakeholders to ensure resources are allocated to the Southampton project to deliver the contracted testing volumes.
- Supports the Southampton project manager in delivering the high-throughput LAMP laboratory.
- Provides governance and reporting of the Southampton Pathfinder progress into the LAMP Technology Workstream.
- Leads on the Test & Trace Pillar 2 test kit pack approvals process, working with Southampton professional services to conduct the validation.

2.1.2. Administration of the Services

- 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.
- The Supplier shall ensure that the delivery statements of works (in such format as required by the Customer) are promptly and accurately completed on completion of each output. The delivery statements of works will be reviewed in the monthly contract management meeting.
- The Supplier shall submit a delivery statement of work (in such format as required by the Customer) to the Customer within five (5) Working Days of the monthly contract management

meetings. The delivery statements of works shall summarise the agreed managed outputs as part of the service specification.

- In accordance with the Customer's transparency obligations, the Customer may provide the Supplier with a redacted version of the agreed Call Off Order Form after signature of this Call Off Contract. The Supplier will review the redacted Call Off Order Form and notify the Customer of any further redactions that it thinks are necessary within five (5) Working Days of receipt. Should no further redactions be requested by the Supplier within the five (5) Working Day period, the Customer will be entitled to assume that the Supplier is content with the proposed redactions and to proceed to publish the redacted Call Off Order Form in accordance with the Customer's transparency obligations.
- From time to time, the Customer may require that the Supplier Personnel undergo mandatory compliance and regulatory training. The Customer will provide a platform for the training and inform the Supplier of the dates by which the training is required to be completed. The Supplier will be responsible for ensuring all relevant Supplier Personnel complete the training by the specified date.

2.1.3. Delivery of Services using Intermediaries and IR35

NB For this Section 2.1.3, an “**Intermediary**” shall be defined by reference to section 61M of the Income Tax (Earnings and Pensions) Act 2003 (“**ITEPA**”) in respect of which any of Conditions A – C within section 61N ITEPA are met and a “**Contractor**” shall mean an individual used in the delivery of the Services.

2.1.3.1. The Supplier confirms the below in relation to its delivery of the Services (select one only):

<p>No Intermediaries to be used</p> <p><input checked="" type="checkbox"/> (only applicable if this box is checked)</p>	<p>All Contractors will be directly engaged exclusively as an employee for the purposes of and when delivering such Services (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor) and that such engagement is not nor will be with any Intermediary of that Contractor.</p>
<p>Disclosed Intermediaries to be used.</p> <p><input type="checkbox"/> (only applicable if this box is checked)</p>	<p>One or more Contractors that the Supplier intends to use in the delivery of the Services will deliver their services through an Intermediary. Prior to the commencement of the delivery of the Services (or any part of them) by that Contractor, the Supplier shall obtain the prior written consent of the Customer to the Contractor delivering their services through an Intermediary of that Contractor (such consent being at the absolute discretion of the Customer). All other Contractors will be directly engaged exclusively as an employee for the purposes of and when delivering such Services (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor) and that such engagement is not nor will be with any Intermediary of that Contractor.</p>

	<p>Outcome based contracting.</p> <p><input type="checkbox"/> (only applicable if this box is checked)</p>	<p>The Customer and the Supplier have agreed in writing that the Customer will not be the 'client' in respect of any part of the Services for the purposes of the the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect) ("Off-Payroll Working Rules").</p>
2.1.3.2.	<p>The Supplier shall promptly provide all such evidence, information and assistance as the Customer reasonably requires:</p>	
2.1.3.2.1.	<p>in order to confirm that the confirmations given by the Supplier in clause 2.1.3.1 are, and remain, true, accurate and correct in all respects; and</p>	
2.1.3.2.2.	<p>in respect of each Contractor or the provision of the Services (or any part of them) in connection with the Off-Payroll Working Rules.</p>	
2.1.3.3.	<p>The Customer shall be entitled to make any deductions in respect of income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest ("Tax") from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.</p>	
2.1.3.4.	<p>The Supplier shall immediately inform the Customer if, at any time, it becomes aware of any new, additional or change in fact, matter or circumstance from which it appears that (a) the Off-Payroll Working Rules could apply or (b) any change may need to be made to any status determination previously carried out for the purpose of the Off-Payroll Working Rules, in each case, in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, and the Supplier shall also procure that each Contractor will do the same.</p>	
2.1.3.5.	<p>The Supplier shall, at all times, comply with the Off-Payroll Working Rules in the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the Services (or any part of them).</p>	
2.1.3.6.	<p>The Supplier shall indemnify the Customer, on demand and on an after-Tax basis, against any and all:</p>	
2.1.3.6.1.	<p>proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);</p>	
2.1.3.6.2.	<p>Tax and any other liabilities, losses, deductions, contributions or assessments; and</p>	

	<p>2.1.3.6.3. reasonable costs or expenses and any penalties, fines or interest incurred or payable,</p> <p>in each case, which arise in connection with the Supplier at any time being in breach of any of the confirmations or obligations given in clauses 2.1.3.1, 2.1.3.3, 2.1.3.5 and 2.1.3.7. The Customer may at its option satisfy the indemnity given under this clause (in whole or in part) by way of deduction from payments due to the Supplier.</p> <p>2.1.3.7. The Supplier warrants to the Customer that it is not, nor will it prior to the cessation of this Call-Off Contract become, a “managed service company”, within the meaning of section 61B of ITEPA.</p>
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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 10Working Days from the Call Off Commencement Date.

This Call-Off Contract will include the following Project Plan, exit and offboarding plans and milestones:

[Include the following as a minimum (see also below table):

- the provisions of Transparency Reports;
- the provision of a knowledge transfer plan.]

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
Project Plan Delivered	A draft 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 Plan Delivered	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	
Transparency Reports	As set out in section 10.10 below		As set out in section 10.10 below			

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: o 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]
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5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p> <p>Clause 28.2 of the Call Off Terms shall be applied.</p> <p>The Supplier shall also 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>
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6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>This is an output-based contract. The fixed fee for the output will be as follows:</p> <p>Total excluding VAT: £81,600.00</p> <div></div> <table><tr><td>Total excl. VAT</td><td></td><td>£81,600</td></tr></table>	Total excl. VAT		£81,600
Total excl. VAT		£81,600		
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <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• 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 payments in respect of the period of 4 weeks before the end of the Call Off Initial Period (and any Call Off Extension Period, where applicable) will be approved upon a completed knowledge transfer in accordance with section 8.4 of this Call Off Order Form.</p>			
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</p>			

6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): [REDACTED] Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG
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 £81.600
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): As set out in Clause 38.3 of the Call Off Terms

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	<p>Undisputed Sums Limit:</p> <p>In Clause 43.1.1 of the Call Off Terms.</p>
8.4	<p>Exit Management:</p> <p>In Call Off Schedule 9 (Exit Management), which shall be amended as follows:</p> <p>The following new paragraph 13 will be added:</p> <p>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:</p> <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) • the Supplier's commitment for knowledge transfer and the agreed handover period. This should detail the amount of dedicated hours that the Supplier will commit to knowledge transfer activities using Supplier Personnel that were actively engaged in the provision of the Services at no additional cost, as agreed with the Customer. <p>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 knowledge transfer plan within ten (10) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.</p> <p>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 comply with all of its obligations contained in the knowledge transfer plan and shall make the Supplier Personnel and the information available for the purposes of knowledge transfer to the Customer and/or the Replacement Supplier.</p>

9. SUPPLIER INFORMATION

9.1	<p>Supplier's inspection of Sites, Customer Property and Customer Assets:</p> <p>Not applicable</p>
9.2	<p>Commercially Sensitive Information:</p> <p>The Supplier's, proposal and pricing shall be classified as commercially sensitive information.</p>

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: Select short form security requirements
10.4	ICT Policy: As per the Customer's 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): Not Applicable
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Department of Health and Social Care, Nobel House, 17 Smith Square, London SW1P 3HX Email address: [REDACTED] Supplier's postal address and email address: Efficio Consulting Ltd 33 Regent Street London SW1Y 4NE UK Email: [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>Weekly Project Report</td><td><ul style="list-style-type: none">A summary of resource utilised: activities completed and cost assigned in the week completed (including against any Deliverables and/or Milestones set out in the Agreed Project Plan where applicable);A rolling two (2) week forecast of resource required to enable the Customer to approve the anticipated costs;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 (where applicable)Anticipated delays to delivery of Milestones and Deliverables (where applicable);any proposed changes to the Project Plan (where applicable).</td><td>[Excel or Word]</td><td>Weekly</td></tr><tr><td>Timesheet Reports</td><td><ul style="list-style-type: none">A summary of time incurred over the previous month, as referred to in section 2.1 above to the extent that is is not already summarised in the Weekly Project Report</td><td></td><td>Monthly</td></tr></table>				TITLE	CONTENT	FORMAT	FREQUENCY	Weekly Project Report	<ul style="list-style-type: none">A summary of resource utilised: activities completed and cost assigned in the week completed (including against any Deliverables and/or Milestones set out in the Agreed Project Plan where applicable);A rolling two (2) week forecast of resource required to enable the Customer to approve the anticipated costs;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 (where applicable)Anticipated delays to delivery of Milestones and Deliverables (where applicable);any proposed changes to the Project Plan (where applicable).	[Excel or Word]	Weekly	Timesheet Reports	<ul style="list-style-type: none">A summary of time incurred over the previous month, as referred to in section 2.1 above to the extent that is is not already summarised in the Weekly Project Report	
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Timesheet Reports	<ul style="list-style-type: none">A summary of time incurred over the previous month, as referred to in section 2.1 above to the extent that is is not already summarised in the Weekly Project Report		Monthly												
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)														
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	
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	Contract Reference:	WP2034
	Date:	06/09/2021
	Description Of Authorised Processing	Details
	Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation where processing of Personal Data is undertaken by Supplier Personnel on systems (including hardware and software) that are controlled by the Customer, no Personal Data will transfer from the Customer to the Supplier for such processing to occur.</p> <p>Where the Customer and the Supplier process Personal Data about either Party's Personnel and contacts engaged with providing the Services (such as names and business contact details including email addresses and telephone numbers), the Parties acknowledge that for the purposes of the Data Protection Legislation, they are each independent controllers of such Personal Data under this Call Off Contract.</p> <p>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</p>
	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
	Categories of Data Subject	Employees and contractors of the Customer.
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 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:

	
Date	06/09/2021

For and on behalf of the Customer:

	
Date	18/11/2021