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**

**Health Infrastructure Plan (HIP2) and Capital Development Programme**

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 **Management Consultancy Services under Lot 1 of RM6008 Management 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 Template Call Off Order Form and the Call Off Terms.

|  |  |
| --- | --- |
| Order Number | **N/A** |
| From | **Torbay and South Devon NHS Foundation Trust, ‘REDACTED’**  **("CUSTOMER")** |
| To | **PricewaterhouseCoopers LLP**  **‘REDACTED’**  **("SUPPLIER")** |
| Date | **3rd August 2020** |

SECTION B

1. call off contract period

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|  | **Commencement Date**: **3rd August 2020** |
|  | **Expiry Date**:  End date of Initial Period**: 1st June 2021**  End date of Extension Period:  **Not applicable unless agreed by both parties if all deliverables have not been met.**  Minimum written notice to Supplier in respect of extension: **N/A** |

1. Services

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| 2.1. | **Services required**:   * The services the Supplier will provide are:   + Establish the programme management office and develop the detailed programme plan; and   + Develop a high level clinical operating model;   + Develop the HIP2 strategic outline case;   + Develop a high level demand and capacity model to support the development of the SOC;   Further detail on these services are outlined below under ‘The Services’.   * It is anticipated that further support may be required in a number of areas, not limited to:   + Business case co-ordination;   + Options development;   + Options appraisal;   + Economic modelling to complete the CIA;   + Financial modelling based on inputs provided by the Customer or other workstreams to test capital affordability;   + Supporting you in your stakeholder engagement; and   + Advisory on assurance and regulatory approvals. * If these services are required, we will agree the scope and nature of the work in a variation to this contract at the time as required along with any additional costs in line with our daily rate card.   **The Services**  Clinical operating model / engagement:   * The supplier will develop up to 3 clinical operating model options as a part of the clinical workstream; * The Supplier and Customer will agree the number of interactions upfront (in writing) in the development of the Stakeholder Engagement Plan as well as agreeing the appropriate touch points. Based on the Supplier’s experience that arranging meetings with external parties can take time, the related fee assumes that necessary meetings will happen during the times allocated and agreed for them. If this assumption proves to be incorrect, the Supplier and Customer will agree any amendments to fees in writing; * The Supplier’s fee also assumes further engagement with key system partners over the course of the project. Given the importance the Customer has advised this hospital build has to their success, the Supplier assumes they will meet with (as a minimum), representatives from:   + partners within the Devon STP   + partners also providing specialised commissioning services   + key commissioners and regulator   + an agreed number of third sector agencies within the system and peak patient and consumer bodies. * All analytics to support development of the clinical strategy, for example, opportunity identification analysis, will be completed by the Customer. The Supplier can provide additional modelling support if required in line with the daily rate card. This would be agreed in a variaition to this call off order. * We will provide a high level clinical strategy that will be able to be included into the Strategic Outline Case. * In addition we will provide a high level plan of key next steps to progress regarding detailed design for the supporting clinical operating model.   SOC authoring   * Strategic Outline Case (SOC) authoring will pull together inputs from the other constituent workstreams in order to support in creating a compelling investment case for the Customer; * As per the requirement, the form of the SOC will be developed in line with Her Majesty’s Treasury (HMT) Green Book guidance; * In addition to being in the form of a Green Book 5 Case business case, the SOC will be developed in line with NHS Business Case specific regulator guidance, published through NHS Improvement; * The Supplier will author to completion all 5 chapters of the SOC. Draft iterations will be provided for comment and review by the Customer. Changes are to be completed by the Supplier with final sign off by the Customer. * As part of the SOC development (with respect to the Finance Case) a financial model will be built and developed by the Supplier. The process and release letter for the financial model are outlined in Annex 2. * The standard form Comprehensive Investment Appraisal (CIA) economic model, published on the NHS Improvement and HMT websites, will be populated by the Supplier in support of the Economic Case of the SOC. Similarly to the financial model, all inputs required for the CIA will be presented by the Customer, or their technical advisory team. * For the avoidance of doubt, the deliverables for this workstream will be: a Strategic Outline Case business case in line with published guidance, a financial model which supports the Finance Case of the SOC, and a populated CIA model to support the Economic Case of the SOC. * In order to satisfy these above deliverables the Customer will be required to provide:   + timely access to key individuals in their teams, in particular but not limited to Finance and Strategy;   + financial assumption inputs for the financial model including (but not limited to) the Customer’s Long Term Financial Model, capital costs for each identified option, additional income to be realised, and efficiency assumptions.   + through facilitated workshops provide inputs into the CIA model for the Economic Case of the SOC. This will include potential benefits, risks and costs associated to each identified option. These inputs will be formulated in large through workshops, however the Customer must take ownership of these inputs.   Project management office (“PMO”):   * In respect of the Customer’s HIP2 Programme, the Supplier will work alongside the HIP2 Programme Director and other Customer resource to establish a PMO:   + Support development of templates to document project plans to support the programme, the formal responsibility for which will remain with specific Customerworkstreams;   + Work with the Customer to agree the key workstreams, leads for each area, develop project plans and map out interdependencies;   + Ensure Programme management documentation identifies appropriate resources within the Customer’s organisation to deliver workstreams within agreed timescales e.g. responsible officers and executive sponsors, and that those staff are aware of the programme documentation requirements to achieve on-track status;   + Support the establishment of a risk management process for the HIP2 programme that interfaces with Customer’s corporate risk management processes;   + Work with the HIP2 Programme PMO team to ensure processes are in place to review and highlight key risks which could prohibit successful implementation and develop actions which could help prevent their occurrence or mitigate their potential impact;   + Set up progress reporting processes working with the Customer PMO to ensure that this can be maintained once handover is completed; and   + Provide handover material at the end of the assignment describing activities and processes undertaken in the form a PMO Manual. * The Supplier will assist in the establishment and running of the PMO by:   + Supporting the HIP2 Programme Director and other Customer PMO resource by providing direction on the effective day to day operation of the PMO;   + Managing the Customer’s HIP2 Programme tracker to ensure integrity and accurate periodic reporting;   + Supporting executives and workstream leads to set out the weekly reporting rhythm and what is required to prepare for meetings   + Assisting in the provision of updates for the PMO’s reports based on information collected from weekly reviews and the tracker; and   + Attending HIP2 project board meetings and weekly PMO meetings as required.   Demand and capacity modelling & workforce modelling   * The Supplier will build a demand and capacity/ workforce model to support in providing a pragmatic input aligned with the needs and timelines of the SOC. This model will also support in laying the foundation for more detailed analysis in the future. * The Supplier will set up a Technical Group, bringing together key stakeholders from Information and HR teams. This group will be responsible for agreeing the inputs to the modelling, confirming the approach and providing first line review the outputs prior to them being used to support the Strategic Outline Case. * Details of this modelling are outlined in Annex 3.   Our ability to perform the services is dependent upon you fulfilling your responsibilities, which include:   * Provision of all relevant information pertaining to the scope. A data request will be submitted separately to your information department; * Sufficient resource, co-operation and prompt decision making from Trust staff; * Providing adequate access to additional personnel and data on an ad-hoc or regular basis so that the progress of the work is not hindered; and   You will ensure that any patient data is pseudonymised before transferring to us under this agreement.  Deliverables  Deliverables for all workstreams will be Customer branded, and owned by the Customer. As such they cannot make reference to the Supplier. For each workstream the deliverables are outlined in the following table:   |  |  | | --- | --- | | Workstream | Deliverable | | Clinical operating model / engagement | We will provide a high level clinical strategy that will be able to be included into the Strategic Outline Case.  In addition we will provide a high level plan of key next steps to progress regarding detailed design for the supporting clinical operating model. | | SOC authoring | A Strategic Outline Case business case in line with published guidance, a financial model which supports the Finance Case of the SOC, and a populated CIA model to support the Economic Case of the SOC. | | PMO | Provide handover material at the end of the assignment describing activities and processes undertaken in the form a PMO Manual. | | Demand and capacity modelling & workforce modelling | 1. A 10-15 page model specification setting out the demand and capacity/workforce modelling requirements.  2. An Excel model that estimates future demand and capacity requirements associated with the hospital build programme in scenarios and over a period agreed through the specification. 3. Papers associated with three Technical Group meetings detailing any inputs, assumptions and outputs agreed following completion of the specification. |   **‘REDACTED’**  The Customer agrees that the scope of Services set out in this Order Form adequately reflects its requirements and addresses the mandatory requirements of Schedule 2 of the Framework Agreement. The Supplier shall not be required to provide any services that are not expressly set out in this Order Form.  **Customer responsibilities:**  The Customer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Customer's premises and staff. Any information provided by the Customer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Customer's failure to provide such information and assistance or to comply with its other obligations under this Call Off Contract.  **COVID-19**  The ongoing uncertainty related to Coronavirus (COVID-19) may impact your and our ability to perform obligations under the agreement, including as a result of travel restrictions. For example we may need to provide services from an alternative location, substitute personnel where practicable or work with you to establish remote access to your systems, as far as this is possible. If you are affected by COVID-19 and it has an impact on the agreement please let us know so that we can seek solutions together.  Please also see our [website](https://www.pwc.com/gx/en/issues/crisis-solutions/covid-19.html) here for information in relation to responding to the business impacts of COVID-19. |

1. PROJECT Plan

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| **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. The Supplier shall use reasonable endeavours to provide the Services in accordance with the agreed timetable set out in the Project Plan. However, the Parties acknowledge that this is an estimate in advance of starting work and the Supplier will keep the Customer informed of its progress and of any proposed changes to the Project Plan. |

1. contract performance

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| **4.1.** | **Standards**: | Not applicable |
| **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 |

1. personnel

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| **5.1** | **Key Personnel**: | **‘REDACTED’** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms): | Not applied |
| **5.3** | **Supplier personnel and subcontractors:** | Supplier’s teams may include contractors (which may include those operating through their own companies) as well as Supplier staff.  The Supplier assumes that the tax indemnity at clause 24 is not intended to apply in cases of any error by Customer in its determination under chapter 10, Part 2, ITEPA 2003 or failure to make such determination, resulting in a tax liability or demand of any kind. |
| **5.4** | **COVID-19** | The Customer shall afford the same protections in relation to the prevention/handling of COVID-19 to the Supplier's staff whilst such staff are on the Customer's premises or on third party premises (at the Customer's request) that the Customer affords to the Customer's own staff. |

1. PAYMENT

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| **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)  Appendix E ITT pricing schedule **‘REDACTED’** plus additional pricing clarified for demand & capacity modelling and workforce modelling **‘REDACTED’**. Schedules attached here.  **‘REDACTED’** |
| **6.2** | **Payment terms/profile** (method of payment is BACS): | In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)  **Invoicing monthly to be paid 30 days 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)): | Torbay & South Devon NHS Foundation Trust  **‘REDACTED’**  Email - **‘REDACTED’** |
| **6.5** | **Call Off Contract Charges fixed for** | As per ITT:-  Prices offered are exclusive of VAT and firm for a period of 90 days following the Deadline for Submission. These prices will remain firm throughout the duration of the contract (until 1st June 2021 or if an extension is mutually agreed) |
| **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:  **N/A** | 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 Year 1 Call Off Contract Charges**: | The sum of **‘REDACTED’**  To be estimated from Bid Value from Provider |
| **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 will maintain Professional Indemnity, Public Liability and Employer's Liability insurance at the levels of cover specified in Schedule 14 of the Framework Agreement. |

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): | In Clause 42.7.1 of the Call Off Terms which is 30 Working Days’ notice |
| **8.3** | **Undisputed Sums Limit**: | In Clause 43.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:** | Not applied. However, all final deliverables which have been paid for by the Customer will be shared with the Customer at the point of termination. |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:** | **As per framework T’s & C’s** |
| **9.2** | **Commercially Sensitive Information**: | The following information shall be deemed Commercially Sensitive Information:   * ● any information relating to the Supplier’s fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services; * ● any information falling within the definition of “Supplier’s Confidential Information.   The duration for which such information shall be confidential is indefinite. |

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms): | Recitals B to E  Recital C - date of issue of the Statement of Requirements:  **3rd July 2020**  Recital D - date of receipt of Call Off Tender:  **17th July 2020** |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):** | Not required |
| **`** | **Security**: | Short form security requirements |
| **10.4** | **ICT Policy:** | Not applied |
| **10.6** | **Business Continuity & Disaster Recovery**: | Supplier to provide their Disaster Recovery Plan to the Customer by 7 September 2020.  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 postal address and email address: **‘REDACTED’**  Email: **‘REDACTED’**  Supplier’s postal address and email address: **‘REDACTED’**  Email: **‘REDACTED’** |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (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) | Tender Quality/Service Delivery submissions received from Provider (In line with questions raised in Questionnaire 5 of ITT)  **‘REDACTED’** |
| **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**  Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). | Given the nature of the services to be provided and the non-application of TUPE to the Services to be provided under this Call Off Contract, Schedule 10 shall not apply. |
| **10.15** | **Processing Data**  Call Off Schedule 17 | Data Protection Nominated Officers  Torbay and South Devon NHS Foundation Trust:-  **‘REDACTED’**  PricewaterhouseCoopers:-  **‘REDACTED’**  The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Call Off Contract.  In common with most professional service providers, the Supplier (“PwC”) uses third party processors to provide certain elements of its IT systems and the support for them.  PwC and its third party service processors have host servers and data centres throughout the world.  PwC puts in place contractual arrangements with such processors which comply with data protection law and PwC’s strict standards of security and confidentiality. PwC would only transfer personal data outside the European Economic Area (“EEA”) to a third party processor in accordance with data protection law and where it has a lawful basis to do so. Full details of how PwC uses personal data can be found in its privacy notice at: <https://www.pwc.co.uk/who-we-are/privacy-statement.html>  The Customer should not provide PwC with personal data unless the Call Off Contract requires the use of it or PwC requests it from you. In respect of any personal data that the Customer does share with PwC, the Customer should ensure that it has necessary authority from relevant data subjects for PwC to use and transfer it in accordance with the Call Off Contract, and that they have been given necessary information regarding its use |
| **10.16** | **MOD DEFCONs and DEFFORM** | Not applicable |
| **10.17** | **Intellectual Property** | The Parties agree that open source publication is not appropriate for this Call Off Contract and clauses 34.1.4 and 34.10 of the Call Off Terms will not apply.  In the case of any models built as part of this engagement, the Supplier will own the intellectual property rights in the deliverables and any materials created under this agreement; the Customer will have a non-exclusive, non-transferable licence to use the deliverables for their own internal purposes.  The Customer will own the copyright in the final version of the model, subject to payment of amounts due under this agreement.  Nevertheless, (i) the intellectual property rights in any materials created by the Supplier prior to the commencement of the services, and (ii) any skills, know-how or methodologies of general application that the Supplier have created whilst providing the services will be owned by the Supplier. You will have a non-exclusive, non-transferrable licence to use these materials within the deliverables concerned for your own internal purposes.” |

**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: PricewaterhouseCoopers LLP** | |
| Name and Title | **‘REDACTED’** |
| Signature | **‘REDACTED’** |
| Date | **‘REDACTED’** |
| **For and on behalf of the Customer: Torbay & South Devon NHS Foundation Trust** | |
| Name and Title | **‘REDACTED’** |
| Signature | **‘REDACTED’** |
| Date | **‘REDACTED’** |