

Crown Commercial Service

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 RM6008 Framework Agreement for the provision of **management consultancy** 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	974
From	Department for Health and Social Care. ("CUSTOMER")
To	[Ernst & Young LLP] ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 18/01/2021
1.2.	Expiry Date: End date of Initial Period: 31/03/2021 End date of Extension Period: Not used Minimum written notice to Supplier in respect of extension: Not used

2. SERVICES

2.1**Services required:**

The Supplier shall provide the following Services:

Programmes

- **Integrated Planning, Control & Dependency Management** – work weekly across all SLT lead teams in management and updating of the JBC delivery plan including the identification and management of planning assumptions, dependencies (internal and external) and change control
- **Risk and Issue Management** – manage the programme RAID (risks, assumptions, issues) and monitoring the mitigating actions and progress
- Provide a weekly interface with the established JBC strategic risk function to facilitate the capture and escalation of design and delivery risks to the JBC strategic risk register.
- **Reporting** – manage JBC reporting requirements, including weekly reporting to NHS T&T Service, JBC DG, COO and SLT and responding to further ad-hoc reporting requirements

Product Management / Release Management

- Support the development and prioritisation of backlogs including creation of User stories, documented in JIRA, and identification and management of dependencies between teams
- Supporting key initiatives in order to meet agreed OKRs (Objectives and Key Results)
- Support the continual improvement of the Agile Delivery model within the JBC
- Deliver Product Management artefacts including roadmaps, Agile dependency summaries and risk and issues, etc as reasonably required by the Buyer
- Support the embedding of Test & Release Management Approach across the JBC functions
- Develop content for Agile ceremonies and workshops to support continuing Sprint planning

Stripy Team support

- Advise and support continuous improvement of agile ways of working with delivery teams
- Support team cohesion within each multi-disciplinary delivery area, celebrating success and raising visibility across the JBC
- Support Project leads with day to day management of stripy team including planning, removal of blockers/dependencies and escalations
- Responsible for driving the prioritised stripy initiatives through to completion as directed by the Senior Prioritisation Panel and Project Leads

Business/Service Design

- Provide business and service design support to design and improve business capability including underpinning processes where appropriate
- Provide business and service design analysis and support to develop JBC's proposition within NIHP and support transition
- Develop the next iteration of the baselined JBC operating model including supporting detail for the functional view
- Support design coherence by being the coordination point for design and supporting CBDG design governance
- Provide user research support, aligned to priorities agreed through the sprint process

NIHP***Analytics Strategy Working Group***

	<ul style="list-style-type: none"> • Support facilitation for 4 Analytics Strategy workshops, including Subject Matter Resources from Health and Data fields • Provide support for Working Group desk research, organisation, interviews collation of outputs • Provide business design and analysis to shape analytics options and recommendations for NIHP • Integrate Analytics working Group into the activities of other NIHP Working Groups <p><i>JBC transition to NIHP</i></p> <ul style="list-style-type: none"> • Provide high level change recommendations to shape JBC transition approach to NIHP • Provide support as needed for initial transition communications, guidance for staff and key stakeholders • Connect into wider Test and Trace transition approaches, to ensure alignment <p><u>Business Change</u></p> <p><i>Support and advise on the implementation of current and new JBC Capability (Tech Capability, Information Governance, Stripy Teams & NIHP transition)</i></p> <ul style="list-style-type: none"> • Provide support in the creation of implementation plan for key user groups internally and externally to the JBC • Enable the creation of training and guidance for JBC members to support the successful implementation of new tools • Support in the embedding of stripy teams ways of working • Support in the embedding of QlikSense tool and ways of working • Support with impact assessment, business readiness assessments, stakeholder mapping and comms related to product releases <p><i>Building Future JBC capabilities</i></p> <ul style="list-style-type: none"> • Implementation and use of a JBC wide change approach (including change tool kit) that will provide support for ongoing business change across the business. • Refreshing the capability hub on a weekly basis to ensure that relevant information for all JBC business areas are uploaded to a single repository. Enabling the upload of new training and guidance content as new tools are implemented across the JBC <p><i>Communications</i></p> <ul style="list-style-type: none"> • Support in the creation of an external stakeholder & communications plans <p><u>Data and Data Science</u></p> <ul style="list-style-type: none"> • Facilitate and support the Information and Data Authority (IDA) including preparation, logistics, and action tracking • Support management of data risks and issues including the mitigating actions and progress • Provide Data Governance Advisory Services (including onboarding of new Head of Data Governance) • Support T&T Alignment to Governance and Privacy Standards and Policy • Develop Data Science models (as directed) • Develop Data Science model and associated documentation in as part of the multi-disciplinary teams in line with JBC initiatives as set by the SPP
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3. PROJECT PLAN

3.1.	<p>Project Plan: [In Call Off Schedule 4 (Project Plan)]</p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 30 Working Days from the Call Off Commencement Date</p> <p>This Call-Off Contract will include the following Project Plan, exit and offboarding plans and milestones and will include as a minimum:</p> <ul style="list-style-type: none"> • the provisions of Transparency Reports; • the provision of a knowledge transfer plan
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4. CONTRACT PERFORMANCE


4.1.	Standards: No standards in addition to the Call-Off Terms and Conditions	<i>Intentionally blank</i>
4.2	Service Levels/Service Credits: Not applied	<i>Not applicable.</i>
4.3	Critical Service Level Failure: Not applied	<i>Not applicable.</i>
4.4	Performance Monitoring: Not applied	<i>Not applicable.</i>
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms	<i>Intentionally blank</i>

5. PERSONNEL

5.1	Key Personnel: Buyer: [REDACTED] [REDACTED] Supplier: [REDACTED]
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not used

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) The Contract is charged on a capped Time and Materials Basis. The follow table is indicative and not-binding on the Buyer.
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6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</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 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</p>

	of the period of 2 Working Weeks weeks before the end of the Initial Period (and any Extension Period, where applicable) a completed knowledge transfer plan in accordance with section 8.4 of this Call Off Order Form

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ 1,730,320 (excl. VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); £2,000,000.00
7.3	Insurance In accordance with 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 Buyer may terminate the Services in whole or in part by giving not less than 10 Business Days Notice to the Supplier, after which the Buyer shall hold no liability, in whole or in part, to the Supplier for these services terminated.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Call Off Schedule 9 (Exit Management) 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

	<p>to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;</p> <ul style="list-style-type: none"> • 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) <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 Exit 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:</p> <p>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.</p> <p>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.</p>
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not used.
9.2	Commercially Sensitive Information: <ol style="list-style-type: none"> 1. Supplier day rates will not be shared with any other organisation without the approval of the supplier's Contract Lead. 2. Any personally identifiable information

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
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10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements The Supplier shall only provide staff cleared to at least BPSS.
10.4	ICT Policy: In accordance with Buyer standard ICT 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 5 Working Days.
10.7	NOT USED
10.8	Protection of Customer Data (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: 39 Victoria Street, London, SW1H 0EU Supplier's postal address and email address: Ernst and Young LLP 1 More London Place London SE1 2AF [REDACTED]
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not used.
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 used.
10.14	Staff Transfer

	Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 N/A


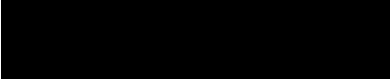
FORMATION OF CALL OFF CONTRACT

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.


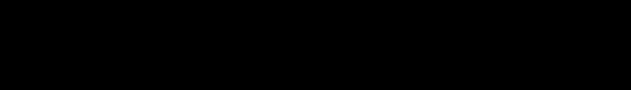
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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	29th January 2021

For and on behalf of the Customer:

Name and Title	
Signature	
Date	15 February 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 monthly basis ("**KPI Measurement Period**"). Within 5 Working Days of the end of each month 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.