

**Crown Commercial Service**

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**Call Off Order Form for Management Consultancy Services – Transition Period  
Contingency Planning**

**BETWEEN MINISTRY OF JUSTICE AND ERNST & YOUNG LLP**

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## **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 **Consultancy Services for Transition Period Contingency Planning** 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	CON_18006
From	Secretary of State for Justice ("CUSTOMER")
To	Ernst & Young LLP ("SUPPLIER")
Date	13 <sup>th</sup> July 2020 ("DATE")

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 03/08/2020
1.2.	Expiry Date: 31/03/2021  End date of Initial Period: 31/03/2021  End date of Extension Period: 30/09/2021 [Subject to Authority determining need AND subject to further funding being available]  Minimum written notice to Supplier in respect of extension: One Month

#### 2. SERVICES

2.1	<p><b>Services required:</b></p> <ul style="list-style-type: none"> <li>• Successful mitigation of risks of a non-negotiated outcome at the end of the Transition Period, due to planning and governance of the progress of those plans.</li> </ul> <p><b>For Non-negotiated (or a Negotiated) Outcome:</b></p> <ul style="list-style-type: none"> <li>• Reassessment of the likely impact on MoJ's entire contract portfolio (c. 130 contracts) and project pipeline against key risk criteria. In particular, assisting contract management teams to develop robust and effective contingency plans and to develop and undertake mitigation activities for trade and legislation susceptible contracts (including regular risk review of new contracts).</li> <li>• Provision of support to the commercial and operational teams of the critical contract areas to ensure actions are progressed and plans are robust.</li> <li>• Continued regular monitoring of changes and risks to medium and high-risk contracts.</li> <li>• Obtaining contract assurances from suppliers of 'watch list' contracts through their contract managers.</li> <li>• Testing the robustness and feasibility of commercial contingency plans through confidence sessions to assure Directors. This will be by looking at an overview of plans, and some challenge questions, made up of commercial questions, risk specific questions and some questions around specific scenarios. The outcome will be to assign confidence ratings and identify any remedial actions required.</li> <li>• Development of a Day 1 readiness risk and issue escalation process and corresponding operating model to respond to risks and issues that arise on the first day following a negotiated outcome or a non-negotiated outcome from the Transition Period.</li> <li>• Updating of the potential 'real' operational implications of anticipated impacts on contracts if 'non-negotiated' outcome assumptions were to materialise.</li> <li>• Implementation of ongoing communications to Commercial stakeholders as relevant and weekly 'bulletin' updates for the Deputy Director Community.</li> <li>• Timely response to a significant volume of high-level submissions and briefings to Ministers and Senior Officials and press lines, other commissions and report requests, including robust commission management and updating of commission logs.</li> <li>• Timely management of functional mailbox, ensuring high volume of queries are answered on the same day.</li> <li>• Prepare Departmental Operation Centre (DOC) preparation and support (i.e. materials, training and briefings for DOC participants). This will require SC clearance</li> <li>• Overseeing the development of metrics for financial impact assessments, setting up data collection for reporting and actual reporting of impacts</li> <li>• Attendance at MoJ and Cross-Government meetings and preparation and briefing of senior officials for Ministerial 'Holding to Account' meetings as required</li> </ul>
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	<ul style="list-style-type: none"> <li>• Cross government engagement to ensure alignment of planning effort and to coordinate supplier engagement and handling of Transition Period communication and planning.</li> <li>• In the event of a negotiated outcome, review of the details of that outcome and deriving of the specific implications for the MoJ contract portfolio.</li> <li>• Ensure that there is knowledge transfer to MoJ, through the risk management approaches, use of tools, lessons learnt and other opportunities.</li> </ul> <p><b>What is excluded:</b></p> <ul style="list-style-type: none"> <li>• Actual enactment of the mitigating actions is excluded where these are identified as being for contract management teams (operational and commercial)</li> <li>• The actual development of metrics for financial impact assessments, setting up data collection for reporting and actual reporting of impacts. Rather overseeing the team undertaking the analytics and working with them to ensure outcomes.</li> <li>• Decision making/lines to take on correspondence: all decisions/lines to take are to be agreed and signed off with an MoJ Deputy Director or Director.</li> </ul>
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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 5 Working Days from the Call Off Commencement Date]</p> <p>The supplier should note the following milestones that the Authority will measure the delivery of quality against:</p> <ul style="list-style-type: none"> <li>• Oversight and management of mitigation plans of action: Contract specific 'Mitigation plans of actions' have been developed to enable critical services to continue post Transition Period. The delivery of these plans is now jointly owned by commercial and operational teams. Central oversight is required to ensure these plans are progressed and delivered. Not progressing these action plans could have severe consequences for MoJ Operations: e.g. unrest in prison because of undersupply of foods or medicines.</li> <li>• Clear understanding of the consequences of operational impacts because of non-negotiated outcome following Transition Period: A clear understanding of the 'real' operational impact of a non-negotiated outcome is necessary to prioritise mitigation actions. Refining the focus of planning efforts is imperative to ensure that the most critical contracts can continue uninterrupted post Transition Period</li> <li>• Close integration with MoJ Transition Period teams and cross-government planning groups: up to date Transition Period planning assumptions are critical to enable contract managers and suppliers to put robust contingency plans in place to ensure minimum disruption to the MoJ operations. A coordinated approach and alignment with OGDs is essential to ensure best leverage of HMG planning effort and to deliver consistent messages to suppliers</li> </ul>
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	<ul style="list-style-type: none"> <li>Regular reporting within MoJ and across government: as December 2020 becomes closer, there will be increased scrutiny on departments to provide regular and detailed updates on Transition Planning programmes to provide confidence that the right work is being done so that the most detrimental operational impacts are minimised</li> <li>Internal stakeholder engagement and communications: as part of the contract review exercise, the commercial contract managers community has been mobilised and engaged. It is important to continue to keep them engaged and informed to ensure that all contract managers can prepare their contracts for a no deal, whether they are seen currently to be at risk or not</li> </ul>
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#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> Not applied
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Through weekly updates to Senior Management, compared against plans and milestones
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

#### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <b>Ernst &amp; Young:</b> <b>[REDACTED]</b> , Partner <b>[REDACTED]</b> , Senior Manager <b>[REDACTED]</b> , Manager Consultants: TBC and will be with prior agreement with MoJ and may change as required. <b>Ministry of Justice:</b> <b>[REDACTED]</b> , Deputy Director
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):

	<b>None</b>
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## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.2</b>	<b>Payment terms/profile</b> In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not Permitted
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Newport SSCL – Ministry of Justice PO Box 743 Newport NP10 8FZ
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> 1 Call Off Contract Year from the Call Off Commencement Date
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> Not applicable
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> Not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £ 990,000.00
<b>7.2</b>	<b>Supplier's limitation of Liability</b> In Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> In Clause 38.3 of the Call Off Terms

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b>
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	In Clause 42.2 of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b>  In Call Off Schedule 9 (Exit Management)

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> In Clause 35.4.6 (Transparency and Freedom of Information)

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital C - date of issue of the Statement of Requirements: <b>5 June 2020</b> Recital D - date of receipt of Call Off Tender: <b>22 June 2020</b>
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> In Clause 35.2.3 of the Call Off Terms:



<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <b>Customer's postal address and email address:</b> Ministry of Justice, 102 Petty France, London SW1P 9AJ <b>Supplier's postal address and email address:</b> Ernst & Young LLP, 1 More Place, London SE1 2AF
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not used
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)
<b>10.13</b>	<b>Publicity and Branding</b> In Clause 36.3.2 of the Call Off Terms
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17

## 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	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

### For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]