

## Provision of Mobilization, Capability and Analysis and Insight

To

**Department of Health and Social Care** 

**From** 

**PA Consulting Services Limited** 

**Contract Reference: WP 1566** 

# Crown Commercial Service Call Off Order Form for Management Consultancy Services

### FRAMEWORK SCHEDULE 4 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 Complex & Transformation 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	To be confirmed, following Contract Award
From	Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health & Social Care of 39 Victoria Street, London, SW1H 0EU
	("CUSTOMER")
То	PA Consulting Services Limited (00414220) of
	10 Bressenden Place London SW1E 5DN
	("SUPPLIER")
	(Supplier contact name)
Date	28 <sup>th</sup> April 2021
	("DATE")

#### **SECTION B**

#### 1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date:
	28 <sup>th</sup> April 2021
1.2.	Call Off Expiry Date:
	31st July 2021

#### 2. SERVICES

#### 2.1. Services required:

The services required under the contract are to deliver a combination of services that includes regional engagement with Local Authorities, data and insight and operational supply chain support. This will provide capacity within the Regional Engagement Team and the PMO to deliver against the programme's MI and Data requirements, including:

- Data and Analytical capacity. The programme has several sources of data that require quality assurance, cross reference and development into asset of reports to meet many stakeholders needs. Data, Management information and analytical capacity are required to improve current reporting and insights across the programme within both the PMO and within operational teams to support and inform delivery decisions. This will include working with the existing reporting solutions as well as improving their performance and develop new ones and working complex set of data, databases and presentation products.
- Increase capacity within the Regional Engagement Team. The Regional Engagement Team function as the business partners for nine regions and their respective Local Authorities in England. This resource will enable Local Authorities to target testing in priority groups in their communities to help manage the spread and prevalence of Covid. The team of Relationship Managers act as the key interface with a range of regional stakeholders to deliver the programmes' objectives and outcomes effectively. Managing the coordination of corporate policy, strategy and operational messaging is a key focus of the team, to ensure relations with the Local Authorities and regions are managed professionally.

The three groups of roles for delivering these services are:

#### • Regional Engagement Team

Provide capacity within the team, to cover each of the 9 regions. Supporting and reviewing the LA proposal submission stage, engagement with LAs and supporting all 314 Local Authorities via an established network in delivering the Community Testing Programme and continually optimising performance and driving scale.

#### Supply Chain Roles

The Department of Health's National Testing Program carries out the supply, kitting, distribution and testing for symptomatic and asymptomatic members of the general public. The Community Testing team are responsible for the COVID 19 rapid asymptomatic testing sites operated by local authorities in England. The Supply Chain and Logistics team are responsible for the supply of testing kits to various locations 24/7 365 days of the year. This is a key role within an evolving organisation and the role requires effective leadership, flexibility, and an ability to influence and collaborate with colleagues across locations and all grades.

#### MI & Data

Working within the PMO, this role leads a team of data and reporting analysts to interrogate and analyse data form Test and Trace reporting systems, providing regular dashboards and management reports for the CT Leadership team, as well as ad hoc reports and data for other stakeholders. This team operates as the single source of truth for all programme

reporting for Community Testing and, as such, has high visibility across the team and with senior colleagues.

Per 6.1, the number of roles under the three groups, to be provided by the Supplier is:

Job Title	Number of roles	Key Responsibilities
Regional Relationship Manager	3	Scrutinise data and insights to identify local performance priorities  Define engagement plan for citizens and key stakeholders of Community Testing
		specific to region/Local Authority  Drive and monitor take up and engagement through data reporting and research Inform Community Testing functions on effectiveness of testing delivery channels, policy and operations
Senior Regional Relationship Manager	5	Accountable for ensuring operational efficiency, identifying early risks and resolution to delivery of the Community Testing programme in that region.
		Ensuring regions and Local Authorities comply with the performance standards and contractual responsibilities to participate in the funded programme
		Serving as a point of contact on Community Testing for the Local Authorities that they manage in a specific region, building relationships with key stakeholders in their region
		Supporting the Local Authority with the mobilisation and operational delivery of the Community Testing programme including resolving any issues that arise working with the central operations team
		Working in collaboration with the Local Authority to ensure cross regional sharing of innovation and good practice, working collaboratively to find solutions if there are specific issues or barriers, interpreting and sharing performance data and providing feedback to the programme
		Having regular dialogue with each Local Authority to understand the progress of their testing programme and their needs, developing plans to address them
		Providing regular reporting and feedback to the central Community Testing Programme to ensure that policy and service design is informed by the needs of local authorities.
Operations Team Coordinator	1	Ensure the daily running of the Operations Team is effective. The Operations Team handles: questions raised by Local Authorities or Relationship Managers, weekly return forms, Annex A extensions and Community Collect pipeline
		Creating alignment between teams and maintaining the Operations Standard Operating Procedure.
MI and Data Lead	1	Responsible for the delivery of the MI & Programme reporting needs of the Community Testing team, liaising with other sub-teams and third parties
		Generating insight to enable to Community Testing team to operate a first class service
		Providing strategic direction around MI & Data requirements
		Leading MI requirements workshops
		Manage the end to end cycle for building new reports and dashboards
		Prioritising activities / requests and managing the team accordingly
		Escalating risks and issues as required
		Ensuring the capability development of the team
		Provide QA for Tableau dashboards and ad-hoc and regular reports

MI and Data Analyst	2	Responsible for ensuring all technical tools and applications used for reporting are
		functioning correctly and maintained  Resolve any technical issues with the tools/applications and escalate to the MI Lead and the PMO functions
		Help MI Lead to resolve any issues with the data
		Run the application to combine the disparate CSV sources of data
		Create the daily ingestion files to be uploaded into platform
Supply Chain Lead Community Testing	1	Manage source data, including source identification, updates, and deletion  Provide leadership in executing the outbound logistics plan for Community Testing.  Management of the Community Testing supply chain team in a 24/7
		Act as a point of escalation for decisions needed and incidents which arise for the supply chain co-ordinators. Escalate issues to the head of operations as needed and report supply risks to the Community Testing PMO
		Lead on the supply impact of releasing a new product or the implementation of new software. Innovate continuous improvement for the Community Testing supply chain team
		Work with the engagement team to deliver appropriate supply and logistics comms
		Work closely and build relationships with supply chain and logistics team and the local authority account managers to ensure the logistic plans are running smoothly
Supply chain co- ordinator (order	1	Order processing for community collect & community testing and weekly submission of orders to the planning team
management)		Work closely and build relationships with supply chain and logistics team and the local authority account managers to ensure the logistic plans are running smoothly
		Work with the supply chain and logistics team to proactively manage, investigate and resolve incidents where possible to ensure operations planning remains on track and maintain quality of service
		Reporting 12-week forecast to central forecasting team, pilot tracking team and supply planning & operations team
		Support in adapting the order process with software improvements or the introduction of new products
Relationship Managers Lead	1	Providing day to day leadership and support to the Relationship Managers through programme changes or where there are specific challenges to ensure the relationship managers are able to deliver a high quality, responsive service to local authorities
		Feeding back thematic issues/challenges/opportunities for community testing as identified by the Relationship managers into the programme and supporting the resolution of these issues, contributing to relevant working groups/developing solutions that work for the local authorities
		Developing content and solutions for the local authorities and key engagement assets in line with the needs of the programme – e.g. overseeing the roll out of a new channel; policy change or digital solution
		Closely linking with the data and analytics team to ensure there is robust data feeding the programme and available to support the programme.
Head of regional engagement team	1	Setting the regional engagement strategy and direction to support the delivery and optimisation of the community testing programme.
		Leading the team of 19 relationship managers, ensuring they have what is required to deliver the objectives of the community testing programme and serving as a point of escalation where necessary
		Leading a small core function of the engagement team including operational delivery and good practice sharing and comms interface

	Working closely with policy, operational and communications colleagues to feed into the programme to ensure that the needs of the local authorities are met by the programme, and escalating where there are issues
	Supporting the Deputy Director of Engagement with progress updates, the development of submissions and ministerial and senior briefings
B. PR	ROJECT PLAN
3.1.	Project Plan:
	Not Applied
. co	ONTRACT PERFORMANCE
4.1.	Standards: As defined in the Call Off Terms
4.1.	
4.0	Not Applied
4.2	Service Levels/Service Credits:
1.0	Not applied
4.3	Critical Service Level Failure:
	Not applied
4.4	Performance Monitoring:
	The Supplier shall provide weekly reports that include as a minimum:
	- Activities performed that week and a forecast of activities performed the following
	week - Progress against the Knowledge Transfer Plan (as relevant);
	- Timesheets for each individual;
	<ul><li>Progress by each of the three teams/ role groups described at 2.1;</li><li>RAID;</li></ul>
	- Progress of merged resource and reduced head count in line with internal
	recruitment campaigns - Any other material information pertinent to the delivery of the Services and/ or
	reasonably requested by the Customer.
	The report shall be agreed by a DHSC representative within two (2) Working Days.
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:

Not Applied

Five (5) Working Days' notice shall be provided to the Supplier for any/ all individuals' end dates to be sooner than set out in section 6.1 below. In such circumstances, those individuals shall provide a full knowledge transfer as reasonably required by the Customer according to the Services set out in 2.1 and the Knowledge Transfer Plan.

In the event that the Supplier needs to replace any individual, the Supplier will replace them with an alternative at an equivalent level of skill and experience, in agreement with the Customer

#### **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.

#### 6. PAYMENT

**6.1 Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):

Charges will be applied on a T&M basis using the table of grades and rates below.

Table of grades & rates:

Role	Daily Rate	Maximum days to be charged
Operations Team Coordinator -		

Regional Relationship	
Manager - Manage	
Regional Relationship	
Manager	
Regional Relationship	
Manager	
Senior Regional	
Relationship Manager –	
Senior Regional	
Relationship Manager –	
	_
Senior Regional	
Relationship Manager –	
Senior Regional	-
Relationship Manager –	
	_

Senior Region	nal		
Relationship Manage	r -		
Head of Region	nal		
Engagement Team		-	
Relationship Manag	er		
Lead	<b>-</b>	_	
Supply Cha	in <b>Esse</b>		
Coordinator			
Supply Chain Lead	_		
MI Data Lead -			

	MI & Data Analysts -			
	MI & Data Analysts –			
	Total excl. VAT	£	1,435,500	
6.2	Payment terms/prof   (GPC) or BACS):	i <b>le</b> (including meth	od of payment e.g. Governm	ent Procurement Card
	, ,	cording to invoices	that must be accompanied by	supporting information
	Monthly in arrears, according to invoices that must be accompanied by supporting information including:			3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
	completed timesheets for amounts set out in the relevant invoice;			
	<ul> <li>aggregation of DHSC-approved Weekly Reports as described at 4.4; and</li> <li>such other information as the Customer (acting reasonably) may require in order to verify the</li> </ul>			
	invoiced amounts.		or (dolling reasonably) may requ	and in order to verify the
6.3	Reimbursable Exper	ises:		
	Not permitted			
6.4			7.6 of Call Off Schedule 3 (Call	Off Contract Charges,
	Payment and Invoicing	3)):		
	Payment and Invoicing	9		
	39 Victoria Street			
	Westminster			
	London			
	SW1H 0EU			
6.5	Call Off Contract Ch Payment and Invoicing		ragraph 8.2 of Schedule 3 (Cal	I Off Contract Charges,
	The duration of the Ca	all Off Contract		
6.6			I Off Contract Charges (para ayment and Invoicing)) will be o	
		oritiaet Orial goo, i	,	arriod out orn.

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)):

#### 7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:
	The sum of £1,435,500.00 Excl VAT (as set out in 6.1)
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):
	Professional Indemnity – £5m in the aggregate
	Employers' liability – as required by law
	Third Party Public and Products Liability Insurance – £5m in the aggregate

#### 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 **Undisputed Sums Limit:** In Clause 43.1.1 of the Call Off Terms **Exit Management:** 8.4 Not applied. The Supplier will produce and submit to the Customer a Knowledge Transfer Plan within 23 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:

- 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 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.

- 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:
- 13.3.1 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.

#### 9. SUPPLIER INFORMATION

#### 9.1 Supplier's inspection of Sites, Customer Property and Customer Assets:

Not applicable

#### 9.2 | Commercially Sensitive Information:

Sensitive Information	Reason for sensitivity	Location in contract
Identity of professional staff	Risk of 'poaching' by	Proposal: Section 4.2 and
and skills experience.	professional competitors.	Call-Off Contract Charges
		Order Form: Section 5.1
Fee rates for professional	Of competitive value to	Call Off schedule 3: Annex1:
staff.	professional competitors.	Call Off Contract Charges
Total price bid for the	Of competitive value to	Call Off schedule 3: Annex1:
proposal.	professional competitors.	Call Off Contract Charges
PA Consulting	Of competitive value to	Proposal: Section Section
Methodologies and Tools.	professional competitors.	4.0
		Call Off schedule 15: Call
		Off Tender

The supplier's Commercially Sensitive Information and the duration for which it should be confidential is:

- PA Applicable Rate Card
- PA MCF2 Rate Card
- Total price (when accompanied by grade and effort)

Notwithstanding the designation of any such information as Commercially Sensitive Information, if the information would not be exempt under Freedom of Information Act or the Environment Information Regulations the Customer may publish it under Clause 35.4.8 (Transparency and Freedom of Information).

#### 10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):
	Recital A
10.2	Call Off Cuprentes (Clause 4 of the Call Off Torms).
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):
40.0	Not required
10.3	Security:
	Select short form security requirement shall apply. All supplier personnel will be required to have BPSS security clearance prior to commencing any work under this contract.
10.4	ICT Policy:
	As per Department for Health and Social Care standard policy
10.6	Business Continuity & Disaster Recovery:
	Not Applied
10.7	NOT USED
10.8	Protection of Customer Data
	In clause 35.2.3 of the Call Off Terms
	Not Applied.
10.9	Notices (Clause 56.6 of the Call Off Terms):
	Customer's postal address and email address:
	Department of Health and Social Care,
	39 Victoria Street,
	Westminster,
	London,
	SW1H 0EU
	Supplier's postal address and email address:
	PA Consulting Services Limited
	10 Bressenden Place London
	SW1E 5D - With a copy to the Head of Group Legal at the address above.

10.10		Transparency Reports				
		N/A				
•	10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:				
			e endeavours to meet all agreed dates, however for dates set out in any Knowledge Transfer lent.			
	10.12	Call Off Tender:				
		In Schedule 16 (Call Off Tender)				
10.13 Publicity and Branding (Clause 36.3.2 of		Publicity and Branding (Clause 36.	3.2 of the Call Off Terms)			
		Not applicable				
	10.14	Staff Transfer				
		Not applicable				
•	10.15	Processing Data				
		Name:				
		Email:				
		Name:				
		Email:				
	Desc	ription Of Authorised Processing	Details			
Identity of the Controller and Processor		ty 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		e 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:

Name and Title		
Signature		
Date	19th May 2021	

#### For and on behalf of the Customer:

Name and Title	
Signature	
Date	19/05/21