

**Crown Commercial Service**

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**Call Off Order Form for Management Consultancy Services**

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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 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	<b>974</b> <b>Supplier Reference: SO016484</b>
From	Department for Health and Social Care. ("CUSTOMER")  <b>Customer Representative:</b> [REDACTED]
To	<b>Kainos Software Limited</b> ("SUPPLIER")  <b>Supplier Representative:</b> [REDACTED]

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date: 13/01/2021</b>
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: <b>09/03/2021</b>  End date of Extension Period: <b>Not applicable</b>  Minimum written notice to Supplier in respect of extension: <b>Not used</b>

#### 2. SERVICES

**2.1 Services required:**

The Supplier shall provide the following Services.

In order to deliver this work, the Customer's Product Director has identified that Customer will need a senior/Grade 6 equivalent Product Lead to act as their deputy and manage the project in its development and launch phases. Customer will need a Grade 7 equivalent Business Analyst (BA) in support. The Supplier's responsibilities include engaging these roles, and they will work with existing NHS Test & Trace teams of user researchers and digital designers to:

- Define target citizen groups and roll-out plan (ultimately to National scale)
- Quantify demand based on rollout plan, to inform test procurement
- Articulate the citizen value proposition (why use home tests?)
- Define the level of information we need to collect from citizens to enable adequate reporting, and turning that into requirements for NHS-Digital
- Co-ordinate service and product value proposition with operational delivery teams including Brand Marketing, NHS Digital, and Test Operations
- Support the Customer's Product Director, communicating updates on progress and blockers, engaging with and managing key stakeholder, and identifying and escalating any risks to project delivery.

More specifically, the Product Lead will be responsible for:

- Working with NHS Test & Trace Communications and Marketing Directors to develop the user proposition, eligibility approach and sizing demand
- Developing and piloting a Pharmacy offer, with business model, adapting and implementing existing service design and voucher solution.
- Building on existing test ordering and test reporting flows with NHS-Digital team and other stakeholders to make fit for Home Ordering [and subject to the Customer's discretion, daily contact testing]
- Integrating the service with the "national front door" for asymptomatic community testing that communications and marketing is piloting.
- Working with NHS-Digital and Marketing to increase result reporting uptake
- Defining the Management Information that allows users to report results easily while also obtaining the correct data for surveillance and other reporting needs

The Parties agree the Customer will maintain responsibility for monitoring and management of the delivery of the Services (listed in this Call-Off Contract Order Form and any agreed Variations to this Call-Off Contract) by the roles outlined above. The Supplier shall support the Customer as reasonably required in delivery of the Services.

The Supplier is responsible, subject to availability, for engaging these roles for the provision of the Services.

If any of the consultant roles engaged in the under this Call-Off Contract become unavailable for any reason, the Supplier's obligations to the Customer are limited to: retaining the out-going consultant for as long as reasonably practicable to facilitate a handover; procuring a substitute consultant where possible; and advising the Customer as to the non-availability of the out-going consultant as soon as is practicable, as reasonably agreed by Kainos and the Customer. In addition to the Services listed in this section Call

	<p>Off Schedule 2, the supplier is also required to deliver, as part of the Services, the Key Performance Indicators listed below and further detailed in Annex 1 to this Call Off Order Form:</p> <ul style="list-style-type: none"> <li>• 99% of timesheet reports completed and submitted to the Customer within five (5) Working Days of monthend detailing all billable work completed in the preceding month</li> <li>• 99% minimum accuracy across total invoices received (direct match between invoiced amounts and accompanying timesheets).</li> </ul>
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### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>Not applicable</p>
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### 4. CONTRACT PERFORMANCE

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

### 5. PERSONNEL

<b>5.1</b>	<p><b>Key Personnel:</b></p> <p><b>Customer:</b></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p><b>Supplier:</b></p> <p><b>Senior Product Lead</b></p>
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	<b>Senior Business Analyst</b>
<b>5.2</b>	<b>Relevant Convictions</b> (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) and as supplemented or varied as set out below.

The table below outlines the proposed team structure, estimated utilisation during the Initial Contract Period and the associated day rates for each role on a capped Time and Materials basis.

Role	Rate	Units required
Senior Product Lead		
Senior Business Analyst		
Total		

6.2

Payment terms/profile

(including method of payment e.g. Government Procurement Card (GPC) or BACS):

The payment profile for this Call Off Contract is monthly in arrears based on utilisation, as signed off by the Customer representative, acting reasonably.

The Supplier shall issue electronic invoices monthly in arrears. The Customer will pay the Supplier within 30 days of receipt of the invoice.

Payments shall be made via BACS.

Submitted invoices must be accompanied by supporting information including:

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.

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.

	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 of the period of 1week before the end of the Initial Period (and any Extension Period, where applicable) a completed knowledge transfer in accordance with section 8.4 of this Call Off Order Form.
<b>6.3</b>	<b>Reimbursable Expenses:</b> <b>Not permitted.</b>
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <div style="background-color: black; color: red; width: 200px; height: 1.2em; margin-top: 5px;"></div>
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Contract duration
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not used.
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £ 72,800
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); 125% contract value.
<b>7.3</b>	<b>Insurance</b> In accordance with Clause 38.3 of the Call Off Terms.

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms)): In Clause 42.2.1(c) 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>  During the final week of the contracted Period, Supplier will ensure that all relevant documentation is stored on Customer's IT system and that a verbal knowledge transfer will occur between Supplier and Customer.

## 9. SUPPLIER INFORMATION


<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>  Not used.
<b>9.2</b>	<b>Commercially Sensitive Information:</b>  The CVs of staff provided by the Supplier will be the personal data of the individual data subject and qualifies as personal data under the General Data Protection Regulation/Data Protection Act 2018. This information is exempt from release under section 40 (personal information) of the FOIA.  Except for the total contract value, rates and pricing information which is considered to be confidential and commercially sensitive is likely to be exempt from release under section 43 (commercial interests) of the FOIA as this is likely to prejudice the commercial interests of the Supplier and is likely to affect it (and the customer's) future negotiating position. Any request for this information will be subject to a public interest test and it will be at this point where it's determined whether release of the information will be in the public interest.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms):  Recital A
<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>



	<p>Select short form security requirements</p> <p>The Supplier shall only provide staff cleared to at least BPSS.</p>
<b>10.4</b>	<p><b>ICT Policy:</b></p> <p>In accordance with Customer standard ICT policy.</p>
<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p><b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 5 Working Days.</p>
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<p><b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):</p> <p>To be advised as required and with reasonable notice.</p>
<b>10.9</b>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address: [REDACTED]</p> <p>Email: [REDACTED]</p> <p>Supplier’s postal address and email address: [REDACTED]</p> <p>Email: [REDACTED]</p>
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
<b>10.11</b>	<p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b></p> <p>Not used.</p>
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>In Schedule 16 (Call Off Tender)</p>
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p> <p>No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.</p>
<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 Customer: 
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b> 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	 C461CB6FDCDB449...

### For and on behalf of the Customer:

Name and Title	
Signature	DocuSigned by: 
Date	 219C26885FCC490...

## 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

- 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

- 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**").
- 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.