

# Framework Schedule 6 (Order Form Template and Call-Off Schedules)

## Order Form

CALL-OFF REFERENCE:	<b>C115496 - Essex Mental Health Independent Inquiry – Legal Services</b>
THE BUYER:	<b>Secretary of State for Health and Social Care acting as part of the Crown ("The Buyer")</b>
BUYER ADDRESS	39 Victoria Street, London, SW1H 0EU
THE SUPPLIER:	TLT LLP
SUPPLIER ADDRESS:	20 Gresham Street London EC2V 7JE
REGISTRATION NUMBER:	OC308658
DUNS NUMBER:	739281603

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 2nd February 2022.

It's issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services.

CALL-OFF LOT(S):  
**Lot 1 – General Legal Advice and Services**

## CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6179
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **C115496**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

## CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

**N/A**

CALL-OFF START DATE: **01/02/2022**

CALL-OFF EXPIRY DATE: **30/06/2023**

CALL-OFF INITIAL PERIOD: **16 months**

CALL-OFF OPTIONAL EXTENSION PERIOD **4 months**

## CALL-OFF DELIVERABLES

The Buyer is entitled to 2 hours of free initial consultation and legal advice with each Order in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification).

The Essex Mental Health Independent Inquiry requires legal support to ensure that there is an appropriate legal framework underpinning the Inquiry in its entirety.

The legal advisor will work closely with the Chair and Secretary to the Inquiry to ensure that all the processes and practices the Inquiry follows are legally sound, from the outset and through to the closedown of the inquiry. As a small, non-statutory inquiry the legal advisor will work with a high degree of integrity, experience and good judgement. They must be able to work independently themselves, while ensuring the same is true for the Inquiry.

The key outputs required from the legal advisor and paralegal support include:

- Advising the Chair on risk of legal challenge and minimising risk of judicial review across all matters of decision making and process
- Liaising with the legal advisors at key witness organisations, to request evidence, and raise and clarify matters of concerns
- Lead on essential legal processes such as scott-salmon and Maxwellisation stages [these processes relate to ensuring that evidence is collected and reported in a legally sound manner]
- Supporting the Chair in the instruction of Counsel
- Ensuring that evidence sessions are run in a way which is legally sound
- Ensuring that evidence is analysed and reviewed in a way which is legally sound
- Training the full team to ensure that wider legal requirements are appropriately adhered to e.g. data protection, human rights, mental health act requirements, confidentiality
- Providing advice on matters of safeguarding to ensure that witnesses and the wider public are kept safe
- Conducting evidence sessions as a panel member when appropriate

#### CALL-OFF CHARGES

Legal Director	£		p/d		days	£	
Paralegal (Band 7)	£		p/d		days	£	
Expenses (2%)						£	
Subtotal:						£	
<b>VAT (irrecoverable)</b>						£	
<b>TOTAL:</b>						<b>£352,328.40</b>	

#### VOLUME DISCOUNTS

Where the Supplier provides Volume Discounts, the applicable percentage discount (set out in Table 2 of Annex 1 of Framework Schedule 3 (Framework Prices)) shall automatically be applied by the Supplier to all Charges it invoices regarding the Deliverables on and from the date and time when the applicable Volume Discount threshold is met and in accordance with Paragraphs 8, 9 and 10 of Framework Schedule 3.

## REIMBURSABLE EXPENSES

Any Reimbursable expenses are subject to prior written agreement with the Buyer, approved expenses are then recoverable.

## DISBURSEMENTS

Any Disbursements are subject to prior written agreement with the Buyer.

External counsel fees and fees of any other parties (e.g. economists, forensic accountants, expert witnesses or any other professionals used) are treated as disbursements in all cases and paid for accordingly but should be approved by the Buyer before incurring spend.

The Buyer reserves the right to appoint specialists, such as economists and other professionals, directly if the Buyer considers this is better value for money compared with any suggestions from the Supplier.

## ADDITIONAL TRAINING CHARGE

Not Applicable

## SECONDMENT CHARGE

Not Applicable

## PAYMENT METHOD AND BUYER'S INVOICING ADDRESS:

An invoice with full narratives must be sent to the Buyer's Contract Manager and operation manager in advance for verification and approval.

All invoices, after agreed and verified by the Buyer, must be sent, quoting a valid purchase order number (PO Number), to:

Department of Health and Social Care  
39 Victoria Street  
London  
SW1H 0EU.

Or email: [AccountsPayable@dhsc.gov.uk](mailto:AccountsPayable@dhsc.gov.uk)

## BUYER'S AUTHORISED REPRESENTATIVE

■■■■

Secretary to the Inquiry

■■■■

[■■■■@emhii.org.uk](mailto:■■■■@emhii.org.uk)

## BUYER'S ENVIRONMENTAL POLICY

Government Greening commitments - [Greening Government Commitments 2021 to 2025 - GOV.UK](https://www.gov.uk/government/commitments/greening-government-commitments-2021-to-2025)  
([www.gov.uk](https://www.gov.uk))

## BUYER'S SECURITY POLICY

Cryptography standard

Data protection policy

Data Breach notification policy

Fraud, Bribery and Corruption response plan.

## BUYER'S ICT POLICY

Cyber Resilience - [Cyber resilience - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/cyber-resilience)

Cloud First policy - [Government Cloud First policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/cloud-first-policy)

Cyber Essentials PPN

DHSC Acceptable Use Policy

Anti-Malware Standard

Any policies not shared above a copy is set-out in the Annex

## SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED] [REDACTED]

Head of Public Inquiries and Public Law Partner,  
TLT LLP

[REDACTED] - [REDACTED] [@tlt solicitors.com](mailto:[REDACTED]@tlt solicitors.com)

## SUPPLIER'S CONTRACT MANAGER

Catherine Turtle

Legal Director

TLT LLP

[REDACTED] - [REDACTED] [@tlt solicitors.com](mailto:[REDACTED]@tlt solicitors.com)

## PROGRESS REPORT

N/A

## PROGRESS REPORT FREQUENCY

N/A

## PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Weekly meetings between legal advisor and the Secretary to the Inquiry

## KEY STAFF

[REDACTED] [REDACTED]

Legal Director

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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Public Inquiries and Public Law Team

TLT LLP

██████████.██████████@TLTsolicitors.com

### KEY SUBCONTRACTOR(S)

Not Applicable

### COMMERCIALLY SENSITIVE INFORMATION

Not applicable

### SERVICE CREDITS

Not applicable

### ADDITIONAL INSURANCES

Not applicable

### GUARANTEE

Not applicable

### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

In respect of Social Values, reference is made social value theme 5: well-being and the policy outcome to improve health and well-being. The Supplier takes equality, diversity and inclusion (ED&I) and Mental Health and Wellbeing (H&W) within the workplace and beyond very seriously, and always tries to find new ways to promote a diverse and inclusive workplace. The Supplier's ED&I and H&W initiatives are fully integrated within its HR policies, including in recruitment, training and promotion, to ensure that career development and rewards are based solely on merit and any risk of discrimination is eliminated. By regular equality monitoring, the Supplier ensures that it is aware of the diverse profile of its employees and that the policies, procedures and working environment reflect what's important to its people.

Fundamental to the Supplier's efforts is also the commitment to identify and challenge behaviour that threatens the Supplier's inclusive values. This is implemented through a robust anti-bullying policy, compulsory inclusion and anti-harassment training, as well as a clear 'Code of Conduct' to which all employees and partners must adhere. All staff at the Supplier undertake mandatory Equality Diversity & Inclusion (ED&I) training as part of their induction process. Completing the training is a condition of passing probation. All staff also complete annual refresher training.

In 2021 the Supplier launched the first phase of its Mental Health Wellbeing Champions programme. This is designed to improve employee access to support by connecting colleagues with identifiable trained volunteers from across the firm. This programme also helped tackle the stigma associated with seeking this support by Champion-led workplace campaigns and activities.

Framework Ref: RM6179

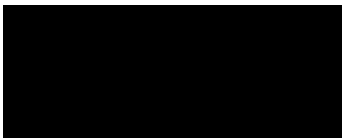
Project Version: v1.0

Model Version: v3.7



**For and on behalf of the Supplier:**

**For and on behalf of the Buyer:**



8th December 2022