



Crown  
Commercial  
Service

**PROVISION OF PUBLIC HEALTH AND CLINICAL  
SUPPORT OFFICER**

**TO**

**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**FROM**

**THE PSC**

**CONTRACT REFERENCE: CCZX20A03**

## **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 Framework Agreement for the provision of Strategic Consultancy Services (via MCF 2 / Lot 4) 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	Department of Health and Social Care  ("CUSTOMER")
To	The PSC  ("SUPPLIER")
Date	12 <sup>th</sup> October 2020.  ("DATE")

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b>  The contract is deemed to have commenced on 12 <sup>th</sup> October 2020.
1.2.	<b>Expiry Date:</b>  End date of Initial Period: 27 <sup>th</sup> November 2020.

#### 2. SERVICES

<b>2.1</b>	<b>Services required:</b> In Call Off Schedule 2 (Services) and at Annex A – Services Required, of this document.
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### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  As indicated in Annex A – Services Required, of this document and Annex B – Call Off Tender, of this document.
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> As indicated in Annex A – Services Required, of this document and Annex B – Call Off Tender, of this document.
<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> Not applied.
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause <b>Error! Reference source not found.</b> of the Call Off Terms.

### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  REDACTION ("CUSTOMER")  REDACTION ("SUPPLIER")
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	<p>The Customer requires the Supplier to ensure that any person employed in the provision of the Services has BPSS Security Clearance.</p> <p>The Supplier shall ensure that no person who does not have such clearance is employed or engaged in the provision of any part of the Services.</p>
<b>5.2</b>	<p><b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):</p> <p>Not applied.</p>

## 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 provided here for the avoidance of doubt.

Contracted services will be provided at up to a maximum of £61,250.00 including all expenses but excluding VAT.

The contract is will also to operate in accordance with the maximum day rates of Commercial Agreement RM68008 / Lot 4 - Strategic Consultancy Services, the details of which are as follows:

**MCF 2 / L4 – Strategic Consultancy Services:**

Role	Rate	Units required	Discount applied
<b>Charged days</b>			
Public Health and Clinical Support Officer	£ REDACTION	REDACTION	
<b>Promontory Investment Days (not charged)</b>			
<b>RDEL Total</b>		<b>£61,250</b>	
<b>Excluding VAT</b>			

<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). For the avoidance of doubt, the Supplier will invoice monthly in arrears:
<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):  Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.  Invoices should be submitted to:  <div style="background-color: #e0f0ff; padding: 5px; border: 1px solid #add8e6;">REDACTION</div>
<b>6.5</b>	<b>Call Off Contract Charges held firm for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  The duration of the contract term including any extension.
<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 applicable.
<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 £61,250.00 including all expenses but excluding VAT.
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms.

<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): The Supplier's standard business insurance shall apply.
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## 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): The period of thirty (30) Working Days in Clause 42.7 shall be altered to five (5) Working Days.
<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 applicable.
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Commercially Sensitive Information will include but not be limited to: The Customer's Services Required / Statement of Requirements shown at Annex A of this document. Any contracted outputs and deliverables the Supplier will provide to the Customer under the terms of this contract.

## 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> Short form security requirements, as indicated in Schedule 7 of the RM6008 terms and conditions of contract.
<b>10.4</b>	<b>ICT Policy:</b> In accordance with DHSC's standard ICT policy.
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  <b>Disaster Period:</b> For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be for the duration of the contract term, including any extension.
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): 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:</b>  REDACTION <b>Supplier's postal address:</b>  REDACTION
<b>10.10</b>	<b>Transparency Reports</b> Not applicable.

<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 applicable.	
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender) and at Annex B – Call Off Tender, of this document.	
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms.	
<b>10.14</b>	<b>Staff Transfer</b> Not applicable.	
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17. REDACTION ("CUSTOMER")  Supplier Data Protection Officer REDACTION ("SUPPLIER")	
	<b>Contract Reference:</b>	CCZX20A03
	<b>Date:</b>	<b>Monday 14<sup>th</sup> December 2020</b>
	<b>Description Of Authorised Processing</b>	<b>Details</b>
	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement. In the event of any conflict between (i) this document and (ii) the terms and conditions of Commercial

## FORMATION OF CALL OFF CONTRACT

	Agreement RM6008 – MCF 2, the order of precedence will be (i); (ii).	
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,	
Duration of the processing	For the duration of the Framework Contract plus 7 years.	
Nature and purposes of the processing	Not applicable within the context of the Contracted Services.	
Type of Personal Data	Full name  Workplace address  Workplace Phone Number  Workplace email address	
Categories of Data Subject	Not applicable within the context of the Contracted Services.	
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>	
	Not applicable.	

**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	REDACTION
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Signature	REDACTION
Date	14 <sup>th</sup> December 2020

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

Name and Title	REDACTION
Signature	REDACTION
Date	15/12/2020

## **ANNEX A – SERVICES REQUIRED**

Public Health and Clinical support officer role entails supporting myself (PH and Clinical Adviser) in helping one of the Use Cases (Adult Social Care) develop their plans for testing residents and care workers in the social care system. This includes testing care workers in the home, plus domiciliary care workers, and visitors to the care homes. She helps translate the Clinical Standard Operating Procedure (SOP), which applies to all use cases, into an operational plan for use by the Adult Social Care team. She also contributes to clinical policy across all use cases by regular meetings with the PHCO team

### **Scope**

1. Support development of clinical SOP(s) for ASC Lateral Flow Device (LFD) use case(s), using generic clinical SOP as a template
  - Visitors
  - Visiting professionals
  - Domiciliary care
2. Support design and set up of ASC LFD pilot(s)
3. Act as PHCSO representative at Care home provider fortnightly forum
4. Act as PHCSO representative for other ASC use case meetings as required and as time allows (e.g., Saliva testing in ASC)

Key deliverables (to be delivered in collaboration with wider ASC LFD team)

- Clinical SOP(s) for ASC LFD use case(s)
- Detailed design(s) for ASC LFD pilot(s) Reporting
- Reporting into Tom Fowler and Chris Kenny (PHCSO), with Liz May overseeing the ASC LFD use case work

Key regular meetings

- PHCSO daily catch up
- ASC LFD pilot meeting (daily)
- Saliva testing in ASC WG (weekly)
- 1-2-1 with Chris Kenny (weekly)
- Care home provider fortnightly forum

## **ANNEX B – CALL OFF TENDER**

1. The Supplier warrants it will utilise Best Endeavours to deliver all elements of the Customer's Statement of Requirements shown in Annex A, above and will adhere to all timescales indicated.