

Provision of NHS SBS Commercial Delivery Support

To

Department of Health and Social Care

From

NHS SBS

Contract Reference: WPID1841

Crown Commercial Service

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	CCCC21A59
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 Department of Health and Social Care
То	NHS SBS Phoenix House Topcliffe Lane Tingley Wakefield, West Yorkshire WF3 1WE England
Date	1 st July 2021

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: 1st July 2021	
1.2.	Call Off Expiry Date:	
	End date of Call Off Initial Period: 28 h February 2022	

2. SERVICES

2.1. Services required:

As may be further set out in Call Off Schedule 2 (Services).

The Services will form part of a large and complex programme to shape and deliver mass population testing across the UK. This will involve multiple workstreams and deliverables. MCF2 Lot 2 has been chosen.

The Supplier shall co-ordinate and report across the breadth of the specified work package and the wider Test and Trace programme of work, ensuring interdependencies are considered at the work package and programme levels.

In addition to the Services set out in this section 2.1 and Call Off Schedule 2, the Supplier is also required to deliver, as part of the Services, the Key Performance Indicators listed below and detailed in Annex 1 to this Call Off Order Form:

- 99% of timesheet reports completed and submitted to the Buyer within five (5) Working Days of month end detailing all billable work completed in the preceding month
- 99% minimum accuracy across total invoices received (direct match between invoiced amounts and accompanying timesheets).

3. PROJECT PLAN

3.1. Project Plan:

The Supplier shall provide the Customer with a draft Project Plan for Approval within 10 Working Days from the Call Off Commencement Date]

This Call-Off Contract will include the following Project Plan, exit and offboarding plans and milestones:

Include the following as a minimum (see also below table):

- the provisions of Transparency Reports;
- the provision of a knowledge transfer plan.

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
Project Plan Delivered	An Approved Project Plan per work package (to include all Deliverables and Milestones)		Within ten (10) Working Days of Call Off Contract Commencement		N/A	
Knowledge Transfer Complete	A knowledge transfer plan in accordance with paragraph 13 of Call Off Schedule 9 (Exit Management) as varied by section 8.4 of this Order Form		Within twenty (20) Working Days of Call Off Contract Commencement		N/A	
Transparency Reports	As set out in section 10.10 below		As set out in section 10.10 below			
Ramp down communication and management	Communication through leadership teams and HR to create visibility of consultant roll-off to stimulate recruitment campaigns. Scaling from two months in advance of planned roll-off triggered by monthly contract management meetings.		As set out in 4.4 below		N/A	

4. CONTRACT PERFORMANCE

4.1.	Standards: As defined in the Call Off Terms
4.2	Service Levels/Service Credits:
	Not applied
4.3	Critical Service Level Failure:
	Not applied
4.4	Performance Monitoring:
	The Supplier's performance shall be monitored via:
	 Monthly contract review meetings between the Customer's commercial business partner, head of people and capabilities and the Supplier's service delivery director to review performance against contract, including but not limited to delivery quality, compliance with KPIs and contracted volumes. Where actions / issues arise within the meeting than these shall be documented, with the item owner responsible for completing tasks and any remedial plans, with associated reporting and information as agreed within the meeting. To focus the delivery of performance against contract, the Customer and Supplier shall establish role profiles for each individual within 4 weeks of contract start date. Weekly operational meetings between the Customer's category deputy director and the Supplier's senior operational leads to review individual and team delivery and effectiveness against delivery activities set. This meeting shall be supported by delivery of a '5 in 15' report each week containing key activities completed, upcoming and highlight any successes, risks and key milestones
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

5. PERSONNEL

Days

5.1 Key Personnel: No Specific Key personnel mentioned.

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.

This sub-clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.

The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.

Notwithstanding Clause 28.2.2, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

- carry out a check with the records held by the Department for Education (DfE);
- conduct thorough questioning regarding any Relevant Convictions; and
- ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

6. PAYMENT

Call Off Contract Charges	(including any applicat	ole discount(s), but exclud	ing VAT
Table of grades & rates:			
Role	Rate	Units required	
Pre-Sourcing & Market Engagement Manager	f		
Pre-Sourcing & Market Engagement Team			
Start date: 01/07/21			
End date: 31/12/21			
Pre-Sourcing & Market Engagement Manager	f		
Pre-Sourcing & Market Engagement Team			
Start date: 01/07/21			
End date: 31/12/21			
Supplier & Contract Management: OEM Senior Manager	£		

	T	
Commercial Consumables, Reagents and Equipment Category		
Start date: 01/07/21		
End date: 28/02/22		
Supplier & Contract Management: OEM Senior Manager	£	
Commercial Consumables, Reagents and Equipment Category		
Start date: 01/07/21		
End date: 28/02/22		
Supplier & Contract Management: OEM Contract Manager	f	
Commercial Consumables, Reagents and Equipment Category		
Start date: 01/07/21		
End date: 31/01/22		
Supplier & Contract Management: OEM Contract Manager		
Commercial Consumables, Reagents and Equipment Category		
Start date: 01/07/21		
End date: 31/01/22		
Supplier & Contract Management: OEM Contract Manager		

Reagents and Equipment Category			
Start date: 01/07/21			
End date: 31/01/22			
Supplier & Contract Management: OEM Contract Manager	£		
Commercial Consumables, Reagents and Equipment Category			
Start date: 01/07/21			
End date: 28/02/22			
Supplier & Contract Management: OEM Contract Manager	£		
Commercial Consumables, Reagents and Equipment Category			
Start date: 01/07/21			
End date: 31/01/22			
Supplier & Contract Management: OEM Contract Manager	£		
Commercial Consumables, Reagents and Equipment Category			
Start date: 01/07/21			
End date: 28/02/22			
Total excl. VAT		£975,648	

Management Consultancy Framework Two (MCF2) - RM6008 Framework Schedule 4 – Call Off Order Form Attachment 5a © Crown copyright 2018

In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

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.

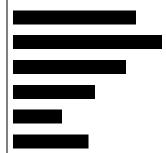
The Supplier shall have processes and systems in place to ensure costs and pricing are managed appropriately during the Call Off Contract. The Supplier shall ensure that an effective mix of grades of the project team are assigned and managed during the Call Off Contract to ensure best value for money for the Customer.

Invoice payments 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 2 weeks before the end of the Call Off Initial Period (and any Call Off Extension Period, where applicable) a completed knowledge transfer in accordance with section 8.4 of this Call Off Order Form.

6.3 Reimbursable Expenses:

Not permitted

6.4 Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):



Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):

The duration of the Call Off Contract

- **6.6** Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:
 - 1 January and 1 July each year
- **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)):

Not Permitted

7. LIABILITY AND INSURANCE

7.1 Estimated Year 1 Call Off Contract Charges:

The sum of £975,648

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 per claim and in the aggregate per annum

Employers' liability - as required by law

Third Party Public and Products Liability Insurance – £5m per occurrence and in the aggregate per annum

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

To ensure alignment with the evolving client requirement and transparent value for money, the Authority has the option to vary the scope or terminate without cause in accordance with clause 42.7.1 on 31st October 2021, which will be informed by a formal contract review to take place no later than 30th September.

8.3 Undisputed Sums Limit:

In Clause 43.1.1 of the Call Off Terms

8.4 Exit Management:

In Call Off Schedule 9 (Exit Management), which shall be amended as follows:

The following new paragraph 13 will be added:

- 13.1 The Supplier will produce and submit to the Customer a knowledge transfer plan within 20 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)
- 13.2 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 Exit 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.
- 13.3.2 provide no less than 40 hours of dedicated resource time from Supplier Personnel who were actively engaged in the provision of the Services to carry out the knowledge transfer activities set out in the knowledge transfer plan. This cost will be absorbed by the Supplier at the time of contract expiry.

9. SUPPLIER INFORMATION

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

Not applicable

9.2 | Commercially Sensitive Information:

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

10.1	Recitals (in preamble to the Call Off Terms):
	Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):
	Not required
10.3	Security:
	Short form security requirements, as indicated in Schedule 7 of the RM6008 terms and conditions of contract.

10.4	ICT Policy:				
	As per Department	for Health and Social Care stan	dard policy		
10.6	Business Continuity & Disaster Recovery:				
	Not applied				
10.7	NOT USED				
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):				
	Not Applicable				
10.9	Notices (Clause 56	6.6 of the Call Off Terms):			
	Customer's postal	address and email address:			
	Supplier's postal ad	ddress:			
10.10	Transparency Rep	oorts			
	As set out in the tal	ole below (and Call Off Schedule	e 13 (Transpa	rency Reports)):	
	TITLE	CONTENT	FORMAT	FREQUENCY	
	Project Progress	A summary of resource	Excel	Weekly	
	& Deliverables Report	utilised: activities completed and cost			
	T topon	assigned in the week			
		completed;			
		A rolling two (2) week forecast of resource			
		required			
		 Overview of all open and closed actions 			
		Overview of open and			
		closed risks and issues			
		 Deliverables provided and Milestones 			
	I L		1		

	Land	completed/achie the relevant wee Anticipated delay delivery of Milesi and Deliverables Outlining the separate ag key per indicators referr section 2.1 above	k /s to cones Supplier's ainst the formance ed to in		Monthly	
10.11	Alternative and/or Alternative Customer alternative			Off Schedule	e 14 and if require	d, any
	Not applicable	. •				
10.12	Call Off Tender:					
	In Schedule 16 (Call	Off Tender)				
10.13	Publicity and Brand	ling (Clause 36.3.2	of the Cal	I Off Terms)		
	Not applicable					
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).					
10.15	Processing Data Call Off Schedule 17					
Cont	Contract Reference:		PID1841			
Date:			3/03/2021			
	ription Of Authorise	d Processor The public Leading Company of the public Processor	rposes of egislation the ontroller ar ocessor of	acknowledge the Data Prot he Customer ind the Supplie f Personal Dat Agreement.	ection is the Data	

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	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	29/06/2021

For and on behalf of the Customer:

Name and Title	
Signature	
Date	29/06/21

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

1. 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	В
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)x100	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 tin 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)x100	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 10 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").
- 3. On a weekly basis the Supplier shall, at no additional cost to the Customer, provide a project report to the Customer setting out:
 - a summary of resources utilised: activities completed and cost assigned in the relevant week:
 - b. a rolling forecast of resources required forthcoming 14 day period to enable the Customer to approve the anticipated costs;
 - c. all open and closed Actions;
 - d. all open and closed Risks and Issues;
 - e. Deliverables provided in the relevant week and any Deliverables scheduled to be delivered in that week which have not been delivered and the anticipated date for delivery;
 - f. Milestones achieved in the relevant week and any Milestones scheduled to be achieved in that week which have not been achieved and the anticipated date for achievement;
 - g. any proposed changes to the Project Plan;

Any errors or omissions in the report submissions identified in a report must be corrected by the Supplier within five (5) Working Days of the error/omission being identified.

4. 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.

ANNEX A - SERVICES REQUIRED

NHS Shared Business Services shall formulate role profiles for each of the 10 roles delivered to the Customer within 4 weeks of contract commencement.

These activites are anticipated to include Pre-Sourcing and Market Engagement Team support to:

- 1. Assist TT commercial to help manage supplier risk with financial reports, checks and contract advice
- 2. Link in with Commercial legal team where appropriate
- 3. Provide Routes to Market information to assist teams use the materials developed to find the most appropriate contracting route for requirements
- 4. Support commercial with relevant processes, templates and approach for the planning stages of procurement
- 5. Gather best practice for market engagement events, to help with visibility of planned activity and provide support around systems, methods, technical training
- 6. Agree Roles & Responsibilities to feed into Market Engagement Strategy
- 7. Understand key procurements in development, scope, project timelines and keep the team and TT colleagues updated on these to deliver category strategy for each area they provide support for

Support within Labs, Consumables and Reagents Category delivery to:

- 8. Conduct RFI and market engagement activities
- 9. Create, manage and deliver tender and procurement processes in line with Customer and EU/ Public Procurement regulation and policy to enable delivery of category strategy for each area they support
- 10. Monitor and manage contract supply performance, risks and issues for the categories they support
- 11. Engage with business stakeholders as the voice of the category team

Individual activities currently include as part of activites under services required:

- For Supplier & Contract Management: OEM Senior Manager role
 - o Team leadership for contract manager resources within category
 - o Liaises with Customer on contract escalations and disputes for category
 - Maintains oversight of team contract management activities, reporting to Category Deputy Director
- For Supplier & Contract Management: OEM Contract Manager role
 - Liaises with Customer and Customer's suppliers on contract delivery and performance
 - Maintains oversight of contract management activities, reporting to OEM Senior Manager on outputs of liaison work, supply issues, risks and successes

 Manages re-procurement and contract extension activities in accordance with Customer direction and policy

To support wider commercial delivery, NHS SBS shall work with the Customer to develop a delivery plan within first 30 days of contract to provide:

- Delivery of commercial resource (estimated no. of days 50 days) and expertise to provide a low value sourcing / spot-buy service for T&T, providing T&T with access to generalist procurement skills to deliver quotations, mini-competitions and framework call offs which are low value and low complex in nature. This is offered to T&T throughout the contracting period, with named resource to be provided to work with T&T commercial resource for delivery. The aim of this offer is to enable T&T commercial specialists to focus on high value, complex activity and T&T stakeholder engagement and to highlight the value that can be derived from such an arrangement.
- Delivery of procurement resource and commercial expertise to deliver a maximum of 2
 healthcare related framework agreements (estimate no. of days 74), specific to T&T needs
 but also leveraging health family and marketplace buying power connections to enable
 multi-organisation agreements where applicable. T&T requirements are expected to be
 communicated to NHS SBS service delivery director to facilitate deployment of applicable
 resources within the contract period. The aim of this offer is to enable T&T access to NHS
 SBS wider specialist healthcare resources and to highlight the value that can be derived
 from partnership working.