

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Call Off Order Form for Management Consultancy Services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

0)

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

0)

# PART 1 – CALL OFF ORDER FORM

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of **RM3745** dated *4th September 2017/21st November 2017*.

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 Call Off Order Form and the Call Off Terms.

|  |  |
| --- | --- |
| **Order Number** | **CCCC21A56** |
| **From** | **Department of Health and Social Care ("CUSTOMER")** |
| **To** | **Ernst and Young Ltd ("SUPPLIER")** |

**SECTION B**

# CALL OFF CONTRACT PERIOD

|  |  |
| --- | --- |
| **1.1.** | **Commencement Date**:    The contract will commence on the 19th March 2021 |
|  | **Expiry Date**:    End date of Initial Period 31st March 2021    End date of Extension Period 30th June 2021    Minimum written notice to Supplier in respect of extension: Five (5) working days |

# SERVICES

|  |  |  |  |
| --- | --- | --- | --- |
| **2.1**  **.** | **Services required**: | **REDACTED** | |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# PROJECT PLAN

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **3.1.** | | | **Project Plan**: | | | |  | |  | | | | See Annex 2 – Project Plan in this document | | | | | | | | | |
|  | | | | | | | | | |
|  | | | | | | |  | |  | | | | | | | | | | | | | |
|  | **Milestone** | | | **Deliverables** | | | **Dura** | | **tion** | **Milestone Date** | | | **Customer**  **Responsibilities** | | | **Milestone Payments** | | | **Delay**  **Payments** | | |  |
|  | *[ ]* |  |  | *[ ]* |  |  | *[ ]* |  |  | *[ ]* |  |  | *[ ]* |  |  | *[ ]* |  |  | *[ ]* |  |
|  |  |  |  |  |  |  |

# CONTRACT PERFORMANCE

|  |  |  |
| --- | --- | --- |
| **4.1.** | **Standards**: | Not Applicable |
| **4.2** | **Service Levels/Service Credits**: | Not applicable |
| **4.3** | **Critical Service Level Failure**: | Not applicable |
| **4.4** | **Performance Monitoring:** | *Not applicable.* |
| **4.5** | **Period for providing Rectification Plan:** | Details in Clause 39.2.1(a) of the Call Off Terms |

# PERSONNEL

|  |  |  |
| --- | --- | --- |
| **5.1** | **Key Personnel**: | Customer  **REDACTED**  Supplier  **REDACTED** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  **[ ]** | Not Applicable |

# PAYMENT

|  |  |  |
| --- | --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT): | See Annex 1 of this document |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS): | See Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) of the Framework |
| **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)): | 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:  Accounts Payable  Department of Health and Social Care  39 Victoria Street  London  SW1H 0EU    Email: tandt@nhs.net |
| **6.5** | **Call Off Contract Charges fixed for**  (paragraph 8.2 of Schedule 3 (Call Off  Contract Charges, Payment and Invoicing)): | The duration of the contract term including any extensions. |
| **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: | Not Applicable |
| **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 |

# LIABILITY AND INSURANCE

|  |  |  |
| --- | --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**: | The sum of £ 121,388 including all expenses but excluding VAT |
| **7.2** | **Supplier’s limitation of Liability** | In Clause 37.2.1 of the Call Off Terms |
| **7.3** | **Insurance** | The Supplier’s standard business insurance shall apply |

# TERMINATION AND EXIT

|  |  |  |
| --- | --- | --- |
| **8.1** | **Termination on material Default** | In Clause 42.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** | The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to five (5) Working Days |
| **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) |

# 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 Section 2.1 Services Required. * The supplier’s methodology, rate card and fees. * Any contracted outputs and deliverables the Supplier will provide to the Customer under the terms of this contract. |

# 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 set out in Schedule 7 of the RM 3745 Management Consultancy Framework Terms and Conditions. |
| **10.4** | **ICT Policy:** | Not Applied |
| **10.5** | **Testing**:  Not applied | Not applicable. |
| **10.6** | **Business Continuity & Disaster Recovery**:    **Disaster Period**:  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 extensions | In Call Off Schedule 8 (Business Continuity and Disaster Recovery) |
| **10.7** | NOT USED |  |
| **10.8** | **Protection of Customer Data** | See Clause 35.2.3 of the Call Off Terms |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):    Customer’s postal address and email address | Customer  Department of Health and Social Care  39 Victoria Street  London  SW1H 0EU |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | | Supplier’s postal address and e address: | | mail | Supplier  EY LLP  1 More London Place  London  SE1 2AF | | |
| **10.10** | | **Transparency Reports** | |  | Not Applicable | | |
|  | | | |  | | | |
|  | **CONTENT** | | **FORMAT** | **TITLE** | | **FREQUENCY** |  |
| *N/A* | | N/A | *N/A* | | N/A |
|  | |  |  | |  |
|  | |  |  | |  |
|  | |  |  | |  |
|  | |  |  | |  |
| **10.11** | | **Alternative and/or additional provisions (including any Alternati and/or Additional Clauses under C Off Schedule 14 and if required, an Customer alternative pricing mechanism):** | | **ve**  **all y** | Not Applicable | | |
| **10.12** | | **Call Off Tender**: | |  | In Call Off Schedule 16 | | |
| **10.13** | | **Publicity and Branding (Clause 36.**  **of the Call Off Terms)** | | **3.2** | In Clause 36.3.2 of the Call Off Terms | | |
| **10.14** | | **Staff Transfer** | |  | Not Applicable | | |
| **10.15** | | **Processing Data** | |  | See below | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | 1. The contact details of the Customer Data Protection Officer is:   **To be confirmed**   1. The contact details of the Suppliers Data Protection Officer is: **REDACTED** 2. The Processor shall comply with any further written instructions with respect to processing by the Controller. 3. Any such further instructions shall be incorporated into this Schedule. | | | |
|  | **Contract**  **Reference:** | CCCC21A56 |  |
| **Date:** | **17th March 2020** |
| **Description**  **Of**  **Authorised**  **Processing** | **Details** |
| 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. |
| 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 Award plus 7 years. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Nature and purposes of  the processing | Not applicable within the context of the Contracted Services |  |
| Type of  Personal  Data | This may include:  Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation  Tenure Information Qualifications or certifications  Nationality  Education & training history  Previous work history  Personal Interests  References and referee details  Driving license details  National insurance number  Bank statements  Utility bills  Job title or role  Job application details  Start date |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | |  |  | End date & reason for termination  Contract type  Compensation data  Photographic facial Image  Biometric data  Birth certificates  IP address  Details of physical and psychological health or medical condition  Next of kin & emergency contact details  Record of absence, time tracking & annual leave | | | |  |
| Categories of  Data Subject | Not Applicable within the context of the contracted Services. | | | |
|  | | | | |
|  | | | | |
| **10.16** | | | **MOD DEFCONs and DEFFORM**  Call Off Schedule 15 | | | | Not Applicable | | |
| **The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:**  DEFCONs | | | | | | | | | |
|  | | DEFCON No | | | | Version | | Description |  |
|  | | | |  | |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| DEFFORMs   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | |  | DEFFORM No | | Version | Description | | |  |  | |  |  | | |  | |  |  | | |  | |  |  | | |  | |  |  | | | ***[insert text of applicable DEFCONs and DEFFORMs]*** | | | |

# 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 | **REDACTED** |
| Signature | **REDACTED** |
| Date | 18th March 2021 |

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

|  |  |
| --- | --- |
| Name and Title | **REDACTED** |
| Signature | **REDACTED** |
| Date | 23/03/21 |

**Annex One- Call Off Contract Charges**

## Rate Card

|  |  |
| --- | --- |
| **Roles Offered** | **CCS Rate Card (RM3745:**  **LOT 3) £ Excl. VAT** |
| **Partner/Director** | **REDACTED** |
| **Senior Manager** | **REDACTED** |
| **Audit Manager** | **REDACTED** |
| **Senior Auditor** | **REDACTED** |
| **Lead Auditor** | **REDACTED** |
| **Junior Auditor** | **REDACTED** |

## Charged Days

|  |  |  |  |
| --- | --- | --- | --- |
| Role | Rate | Units required | Discount applied |
| Name of resource:  Partner | **REDACTED** | **REDACTED** |  |
| Name of resource.  Senior Manager | **REDACTED** | **REDACTED** |  |
| Name of resource: Audit Manager  Senior Auditor | **REDACTED** | **REDACTED** |  |
| Investment Days (not charged) | |  |  |
|  |  |  |  |
| Total excl. VAT |  | **£121,388** |  |
|  | |  |  |

# Annex Two – Scope and Project Plan

**REDACTED**

Management Consultancy Framework (MCF) – RM3745

Framework Schedule 4 – Template Call Off Order Form

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