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**T&T Commercial Transformation**

**To**

**Department of Health and Social Care**

**From**

**PA Consulting Services Limited**

Contract Reference: CCZX21a01

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 Agreementfor the provision of Management Consultancy Services under Lot 3 – Complex and 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.

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| Order Number | **To be confirmed post contract award** |
| From | Department for Health and Social Care  **("CUSTOMER")** |
| To | PA Consulting Services Limited  **("SUPPLIER")** |
| Date | 22.01.2021  **(“DATE”)** |

SECTION B

1. call off contract period

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|  | **Commencement Date**:  The contract shall be deemed to have commenced on Monday 04th January 2021. |
|  | **Expiry Date**:  **Friday 02nd April 2021**  NB: There is no further expressed extension provision for the purposes of this contract. This contract must end on Friday 02nd April 2021. |

1. Services

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| 2.1. | **Services required**:  **Workforce Planning, Recruitment and Org Design**   * Establishment of enduring roles * Job Descriptions Completed * FY21/22 Budget Developed * DHSC and GCO Recruitment Campaign Plan * Workforce Plan for end March * Headcount Reporting Implemented * Customer Profiles   **Commercial Processes and Workflow (only to 31st Jan)**   * Governance Model v2 * Commercial Workflow v2 * (Commercial Capability Map) * L2 Commercial Processes aligned with Atamis implementation   **Onboarding** **and Offboarding (only to 31st Jan)**   * Onboarding new joiners * Off-boarding process * Train the trainer activity * Knowledge transfer and mentoring support   **Contract Data, Analytics Reporting and Portal Design**   * Handover Data Business Continuity Plan * Data Quality Management Plan * Improved Data Integrity Completeness * Implemented recommendations from Data Strategy * Clear articulation forward with portal implementation   **Business Change, Internal Comms and Engagement**   * Business change plan, impact assessment and updated stakeholder analysis for transition to NIHP * Implemented a change agent network * Line Management Forum established * Communications “how to” pack * Suite of wellbeing interventions   **PMO**   * Draft and complete Weekly & Monthly Progress Update Reports * Coordination and alignment of workstream plans * Risk Management * Workstream transition planning |

1. PROJECT Plan

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| **3.1.** | **Project Plan**:  The Supplier shall provide the Customer with a Project Plan for Approval within 5 Working Days from the Call Off Commencement Date. |

1. contract performance

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| **4.1.** | **Standards**:  In Clause 11 of the Call Off Terms |
| **4.2** | **Service Levels/Service Credits**:  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  In addition to the Services listed in section 2.1, the Supplier is also required to deliver, as part of the Services, the Key Performance Indicators listed below and detailed out 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 the week end detailing all billable work completed in the preceding week * 99% minimum accuracy across total invoices received (direct match between invoiced amounts and accompanying timesheets). |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 39.2.1(a) of the Call Off Terms |

1. personnel

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| --- | --- |
| **5.1** | **Key Personnel**:  **Department of Health and Social Care:**  REDACTED  **PA Consulting Services Limited:**  REDACTED |
| **5.2** | **Relevant Convictions:**  In Clause 28.2 of the Call Off Terms |

1. PAYMENT

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  REDACTED  These rates will remain firm for the duration of the contract term.  For the avoidance of doubt, the total contract value shall be £2,147,375.00 (ex VAT). The contract cannot exceed this amount, notwithstanding the relevant and applicable regulations as contained within the Public Contract Regulations (2015). |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or 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 a completed knowledge transfer in accordance with section 8.4 of this Call Off Order Form. |
| **6.3** | **Reimbursable Expenses**:  Permitted  It is not anticipated that there will be any travel requirements to enable the delivery of the services of this contract. However, in the event that this is required, expenses can be claimed in line with the DHSC Travel and Subsistence policy.  It is expected that the services will be delivered by consultants who are working from home or at the Supplier’s offices. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Accounts Payable  Department of Health & Social Care  39 Victoria Street  London  Email: REDACTED |
| **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 |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall 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 |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £2,147,357.00 (ex VAT) |
| **7.2** | **Supplier’s limitation of Liability:**  In Clause 37.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):  The Supplier’s standard business insurance shall apply. |

1. TERMINATION and exit

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| **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. |
| **8.3** | **Undisputed Sums Limit**:  In Clause 43.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:**  Call Off Schedule 9 (Exit Management) shall be amended as follows:  The following new paragraph 13 will be added:  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 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 tiemscales 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)   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.  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:   * 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. |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applicable |
| **9.2** | **Commercially Sensitive Information**:  The Supplier’s proposal, rates and pricing shall be deemed as commercially sensitive information. |

1. OTHER CALL OFF REQUIREMENTS

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| **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 |
| **10.4** | **ICT Policy:**  To be provided by the Customer before the Commencement Date |
| **10.6** | **Business Continuity & Disaster Recovery**:  In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  **Disaster Period**:  For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be defined if required during the contract term |
| **10.7** | **Protection of Customer Data:**  In Clause 35.2.3 of the Call Off Terms |
| **10.8** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address:  Department of Health and Social Care  39 Victoria Street  Westminister  London  SW1H 0EU  Email: REDACTED  Supplier’s postal address and email address:  PA Consulting Services Limited  10 Bressenden Place  London  SW1E 5DN  United Kingdom  Email: REDACTED |
| **10.9** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.10** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**  Not applicable |
| **10.11** | **Call Off Tender**:  REDACTED |
| **10.12** | **Publicity and Branding:**  In Clause 36.3.2 of the Call Off Terms |
| **10.13** | **Staff Transfer**  Not applicable |
| **10.14** | **Processing Data**  Call Off Schedule 17  The contact details of the Customers Data Protection Officer are:  REDACTED  The contact details of the Suppliers Data Protection Officer are:  REDACTED |
| |  |  | | --- | --- | | **Contract Reference:** | **CCZX21A01** | | **Date:** | **22.01.2021** | | **Description Of Authorised Processing** | **Details** | | Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Data Controller and the Supplier is the Data Processor 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 Contract plus 7 years. | | Type of Personal Data | Full name  Worplace address  Workplace Phone Number  Workplace email address  Names  Job Title | | Categories of Data Subject | Current personnel  Contractors/ Consultants  Customers  Public officers | | |
| **10.15** | **MOD DEFCONs and DEFFORM**  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.**

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| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 09.02.2021 |
| **For and on behalf of the Customer:** | |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 10.02.2021 |

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** | **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)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 |

1. The Customer shall measure performance against the key performance indicators on a weekly basis (“**KPI Measurement Period**”). Within 2 Working Days of the end of each week, 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**”).
2. On a weekly basis the Supplier shall, at no additional cost to the Customer, provide a project report to the Customer setting out:
   1. a summary of resources utilised: activities completed and cost assigned in the relevant week;
   2. a rolling forecast of resources required forthcoming 14 day period to enable the Customer to approve the anticipated costs;
   3. all open and closed Actions;
   4. all open and closed Risks and Issues;
   5. 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;
   6. 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;
   7. any proposed changes to the Project Plan;
3. 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.