

## RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE:	ICB/24/001
THE BUYER:	NHS Nottingham & Nottinghamshire ICB
BUYER ADDRESS	Sir John Robinson House, Sir John Robinson Way, Arnold , Nottingham, NG5 6DA
THE SUPPLIER:	PA Consulting Services Limited
SUPPLIER ADDRESS:	10 Bressenden Place, London, SW1E 5DN

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **xxxx**.

It's issued under the Framework Contract with the reference number RM6187 for the provision of support for the NHS England Investigation & Intervention Process.

### CALL-OFF LOT(S): MCF Lot 4

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

### Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)

- Joint Schedule 11 (Processing Data)

### **Call-Off Schedules**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing) – Part B (Testing) is not applicable.
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 20 (Supplier proposal)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not 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:

*Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is*

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

Special Term 2 -

*The Buyer will make its own back-ups of Government Data. Accordingly, the requirements of Clause 14.3 and 14.8(a) of the Core Terms are waived by the Buyer in respect of this Call-Off Contract.*

*The Buyer agrees that the Supplier will use reasonable endeavours to meet the dates and timescales set out in the Implementation Plan, however, such dates and timescales are not “of the essence”.*

### Special Term 3 -

*The initial support shall be referred to as 'Phase 1'. Phase 1 is an initial 4 week piece of work commencing 22<sup>nd</sup> July 2024. Progression to 'Phase 2' and costs associated with Phase 2, the design, development and implementation of interventions shall be subject to agreement between both parties and transacted as a variation to this agreement.*

### Special Term 4 -

*The work is commissioned by the ICB (The Buyer). This work is being completed as required under the NHS England (Midlands Region & National) Investigation & Investigation Process. As a result, there is a requirement for a reporting line to NHS England under a 'tripartite' agreement.*

**Call-off start date:** 22<sup>nd</sup> July 2024 (Phase 1)

**Call-off expiry date:** 16<sup>th</sup> August 2024 (Phase 1)  
(Expectation that final report including key recommendations and top 4 – 6 interventions to be completed by 16<sup>th</sup> August 2024. Phase 1 call off expiry may be extended for a period of 10 working days to 2<sup>nd</sup> September 2024 to complete any required amendments to final report.

**Call-off initial period:** 31<sup>st</sup> March 2025 (subject to progression with Phase 2)

### Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification). For clarity, where timeframes in the Call-Off Specification are expressed to begin on "Contract Award" those are deemed to begin on the Call-off start date.

### Security

Short form security requirements apply

### Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

## **Call-off charges**

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

## **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4 and Call-Off Schedule 5 (Pricing Details).

## **Payment method**

BACS payment

## **Buyer's invoice address**

NHS Nottingham & Nottinghamshire ICB  
QT1 Payables N065  
PO Box 312  
Leeds  
LS11 1HP

## **FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives [do not] apply to this Call-Off Contract.

**Buyer's authorised representative** – Marcus Pratt, Acting Director of Finance

[marcus.pratt@nhs.net](mailto:marcus.pratt@nhs.net)

Sir John Robinson House , Arnold , Nottingham, NG5 6DA

## **Buyer's security policy**

available online at [Our Policies and Procedures - NHS Nottingham and Nottinghamshire ICB](#)

## **Supplier's authorised representative**

xxxx

Member of PA's Management Group

xxxx

10 Bressenden Place, London SW1E 5DN, United Kingdom

### Supplier's contract manager

xxxx

Assignment Manager

xxxx

10 Bressenden Place, London SW1E 5DN, United Kingdom

### Progress report frequency

1 x Weekly progress reporting

### Key staff

Name	Role	Email Address	Address
xxxx	Partner in Charge	xxxx	10 Bressenden Place, London SW1E 5DN, United Kingdom
xxxx	Second Partner	xxxx	

### Key subcontractor(s)

PA Holdings Limited

Phase 1 – Hana Katic – Seagry Consultancy Ltd

Phase 2 TBC

### Commercially sensitive information

No.	Item(s)	Duration of
	<b>Confidentiality</b>	
1	Identity of professional staff and skills experience	5 years
2	Fee rates for professional staff	5 years
3	PA Consulting Methodologies and Tools	5 years

### Service credits

Not applicable

### Additional insurances

Not applicable

### Guarantee

Not applicable

### Buyer's environmental and social value policy

available online at: [Our Policies and Procedures - NHS Nottingham and Nottinghamshire](#)

[ICB](#)

### **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)]

### **Formation of call off contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

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

Signature:

Name: xxxx

Role: Member of PA's Management Group

Date:

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

Signature:

Name: Amanda Sullivan

Role: Chief Executive Officer

Date: