

**PROVISION OF END-TO-END SUPPLY CHAIN AND PUBLIC HEALTH AND CLINICAL OVERSIGHT TEAMS WITHIN TESTING OPERATIONS**

**TO**

**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**FROM**

**OILIVER WYMAN LIMITED**

**Contract Reference:** **CCCC21A47**

Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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**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 Agreementfor 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.

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| --- | --- |
| Order Number | To be confirmed, following Contract Award |
| 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  **("CUSTOMER")** |
| To | Oliver Wyman Limited  1 Tower Place West,  Tower Place,  London,  EC3R 5BU  **("SUPPLIER")** |
| Date | 17th March 2021  **("DATE")** |

SECTION B

1. call off contract period

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| --- | --- |
|  | **Call Off Commencement Date**: This contract is deemed to have commenced from the 23/10/2020 |
|  | **Call Off Expiry Date**:  End date of Call Off Period shall be: 31/03/2021  There shall be no further expressed extension provisions for thepurposes of this contract. |

1. Services

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| 2.1. | **Services required**: The Services will be limited to Supplier providing Supplier Personnel to Customer in connection with the End-to-End Supply Chain and Public Health and Clinical Oversight teams within Testing Operations, and in particular the individual will work directly with the Service Evaluation Team.Supplier Personnel will report to, and take instruction from, their assigned Customer line manager, via a day-to-day Deloitte manager. Customer line managers will be responsible for reviewing and assuring any Deliverables. The specific scope of activities for the role is for the managing and delivering the day-to-day data management activities required to deliver service evaluation data sets for analysis and subsequent MHRA submission and/or publication:   * Using data analytics software to query data systems and maintain accurate records; * Organising, storing and analysing sensitive service evaluation data; * Regular reporting of site level performance and service evaluation progress with internal management, senior leadership, clients, partners or other key stakeholders; * Writing data management plans for new service evaluations * Conducting data management of service evaluation data (under external expert supervision) * Supporting writing of service evaluation analysis reports (for external review and sign off)   Candidate is required to be available for shift work between 6am-10pm |

1. PROJECT Plan

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| **3.1.** | **Project Plan**:  As no pre-agreed project plan has been set out fort this contract. The Supplier will use their best endeavours to ensure that this contract is delivered to the best of their ability with the contract duration. |

1. contract performance

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| **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 shall provide weekly timesheet reports in a format to be determined by the Customer showing time spent by each member of Supplier Personnel against agreed budgets |
| **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 Days |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  Supplier  **REDACTED** |
| **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. |

1. PAYMENT

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  The total value of this contract shall be £95,760.00 (excluding VAT). A full break down of these costs is included below:  **REDACTED** |
| **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 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 |
| **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)):  All invoices and payments must be submitted to to the following address:  **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 Call Off Contract |
| **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:  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 |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £95,760.00 (ex VAT) |
| **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. |

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

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 |
| **10.4** | **ICT Policy:**  As per Department for Health and Social Care standard policy |
| **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 as defined in the BCDR Plan. |
| **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 of the Call Off Terms):  Customer’s postal address and email address:  Department of Health and Social Care,  39 Victoria Street,  Westminster,  London,  SW1H 0EU  Supplier’s postal address and email address:  Oliver Wyman Limited,  1 Tower Place  West, Tower Place,  London,  EC3R 5BU  Email: [public.tenders@oliverwyman.com](mailto:public.tenders@oliverwyman.com) |
| **10.10** | **Transparency Reports**  As set out in the table below (and Call Off Schedule 13 (Transparency Reports)):   |  |  |  |  | | --- | --- | --- | --- | | **TITLE** | **CONTENT** | **FORMAT** | **FREQUENCY** | | Project Progress & Deliverables Report | * A summary of resource utilised: activities completed and cost 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 completed/achieved in the relevant week * Anticipated delays to delivery of Milestones and Deliverables | Excel or Word | Weekly | | KPI Performance Report | * Outlining the Supplier’s performance against the key performance indicators referred to in section 2.1 above |  | Frequency will be agreed by parties post award | |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**  Not applicable |
| **10.12** | **Call Off Tender**:  The Supplier will use best endevours to ensure that this contractual requirement is carried out to the best of their abilities. |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call 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  Name: Redacted  Email: Redacted  Name: To be provided by the Supplier  Email: To be provided by the Supplier |
| |  |  | | --- | --- | | **Contract Reference:** | CCCC21A47 | | **Date:** | 23rd October 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 Contract plus 7 years. | | Nature and purposes of the processing |  | | Type of Personal Data | Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation   |  | | --- | | Tenure InformationQualifications 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 | Current personnel  Contractors/Consultants  Customers  Public officers  Suppliers  Website end users | | |
| **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.**

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

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 Supplier shall measure performance against the key performance indicators on a *frequency* which will be confirmed by both parties during the duration of this contract.(“**KPI Measurement Period**”). Within a duration to be agreed by both parties during the course of this contract 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;

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.

1. 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.