

**Provision of VOC Programme; Data, Technical Support and Coordination - WP15887**

**To**

**Department of Health and Social Care**

**From**

**McKinsey & Company, Inc. United Kingdom**

**Contract Reference: CCCC21A99**

Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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12/08/2013

**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 **(lot 3)** 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.

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| Order Number | **CCCC21A99 - WP1587** |
| 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 | McKinsey & Company, Inc. United Kingdom  FC012665  The Post Building  100 Museum Street  London  WC1A 1PB  United Kingdom  **("SUPPLIER")** |
| Date | The contract is deemed to have commenced 12th April 2021  **("DATE")** |

SECTION B

1. call off contract period

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|  | **Call Off Commencement Date**: The contract is deemed to have commenced 12th April 2021 |
|  | **Call Off Expiry Date**:  End date of Call Off Initial Period: 21st May 2021 |

1. Services

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| 2.1. | **Services required**:  NHS Test and Trace established the VoC programme in early February, to establish, co-ordinate and improve the UK’s ability to prevent variants of concern from arriving in the country, and to detect, respond and suppress new cases of variants or mutations of concern as they do arise.  One fundamental enabling workstream in the VoC programme is the VoC data, systems and technology stream. This workstream was established to integrate the relevant data across the international arrivals programme, testing, tracing and PHE genomics, ensuring a rapid, up to date, overview that supports the delivery of the four elements of the VoC strategy, as well as providing the supporting MI that will underpin this work.  From the outset, the VOC data, technical support, coordination and delivery team for the VoC data, systems and technology workstream has been provided by McKinsey & Company. Their contract runs out on 9th April 2021. When the VoC programme was first launched, the scale and scope of work – across all workstreams, but no less in data and tech – was unknown. It is now clear that continued scoping, co-ordination and delivery support will be required for several more weeks at least.  The initial phase of the VoC data and systems workstream identified 15 initiatives to meet the business requirements set out by NHS Test and Trace, the genomics programme and the VoC programme workstreams.  A small team, under a single point of leadership, would report directly into the CIO/CDO, to co-ordinate and support the continued detailed scoping and delivery of this set of initiatives.  The scope of this team will involve:   * Maintaining a single picture of all of the works that need to be progressed, encompassing the initiatives outlined above; * Scoping and launching new initiatives to meet new business requirements, as they are provided by the other VoC workstreams; * Prioritising the changes and work required to build the most important parts of the target-state architecture and data flow as quickly as possible, while managing the interdependencies within this process; * Leading the project management that sits across this work programme, that includes setting the scope and requirements of each priority stream of work, co-ordination between teams, and progress management; * Providing problem-solving support and escalating issues to unblock challenges as they arise; * Additionally, providing routine reporting for the data and technology VoC workstream, including into its weekly steering meeting, and into the weekly VoC delivery board * Leading the close working with technical teams from partner organisations, including NHS Digital and PHE; * Setting up the meeting cadences, and managing the agendas and actions from these, that will enable all the activities above, on behalf of the CIO/CDO; and * Training and supporting the NHS Test and Trace team that will pick up this scope when the contract ceases, using a mixture of formalised training with shadowing and close co-working.   The team to perform this will likely be one project manager with three supporting associates that have a background and expertise with data, analytics and technical systems.  As may be further set out in Call Off Schedule 2 (Services).  MCF2 Lot 3 has been chosen this work as it is deemed complex, multi-disciplinary, transformational and large scale with multiple workstreams and interdependencies.  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, weekly progress reviews for individual work packages with the Customer’s contract manager. These progress reviews to include, but not limited to, reference to deliverables and fees |

1. PROJECT Plan

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| **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 agreement of a knowledge transfer plan within 10 Working Days from the Call Off Commencement Date or, subject to the Customer’s agreement, such later time as may be agreed by the Parties. |
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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:**  Not applied |
| **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

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| **5.1** | **Key Personnel**:  **Supplier:** [Redacted] |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Applied as per clause 28.2. |

1. PAYMENT

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  [Redacted] |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  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 documentation/correspondence agreed between the Parties; 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 Services and approved outcomes and resource costs and (in respect of the period of 2 weeks before the end of the Initial Period (and any 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)):  [Redacted]  Payment and Invoicing  39 Victoria Street  Westminster  London  SW1H 0EU |
| **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:  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 £463,200 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 – [Redacted] per claim and in the aggregate per annum  Employers’ liability – as required by law  Third Party Public and Products Liability Insurance – [Redacted] 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 following new paragraph 13 will be added:  13.1 The Supplier will agree with 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 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. |

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 proposal submission including the commercial pricing information submitted by the Supplier will be classed as commercially sensitive information. In addition to the Supplier’s Background IPR |

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:**  As per Department for Health and Social Care standard 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 of the Call Off Terms):  Customer’s postal address:  **Department of Health and Social Care,**  **39 Victoria Street,**  **Westminster,**  **London,**  **SW1H 0EU**  Supplier’s postal address:  **The Post Building**  **100 Museum Street**  **London**  **WC1A 1PB**  **United Kingdom** |
| **10.10** | **Transparency Reports**  Not applicable |
| **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**:  In Schedule 16 (Call Off Tender) |
| **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]  Supplier’s Data Protection Officer:  [Redacted]  Email: [Redacted] |
| |  |  | | --- | --- | | **Contract Reference:** | CCCC21A99 | | **Date:** | 20/05/2021 | | **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 of Personal Data under this Call Off Contract Agreement.  (Subject to each party sharing Personal Data with the other as regards the personnel administering and communicating with each other under the contract the Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data (for processing) from the Customer in relation to this Call-Off Contract) | | Use of Personal Data | Managing the obligations under the Call Off Contract Agreement, including delivery of the Services.  The Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data (for processing) from the Customer in relation to this Call-Off Contract | | Duration of the processing | N/A the Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data (for processing) from the Customer in relation to this Call-Off Contract | | Nature and purposes of the processing | .N/A the Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data (for processing) from the Customer in relation to this Call-Off Contract | | Type of Personal Data | Full name  Workplace address  Workplace Phone Number  Workplace email address  Job Title | | Categories of Data Subject | * DHSC employees * DHSC contractors and assoiciates * Supplier employees * Supplier associates or sub-contractors | | |
| **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 | [Redacted] |
| Signature | [Redacted] |
| Date | 18 June 2021 |
| **For and on behalf of the Customer:** | |
| Name and Title | [Redacted] |
| Signature | [Redacted] |
| Date | 22/06/2021 |