



**Crown
Commercial
Service**

**Provision of Consultancy Support for HR People
Partnering Team - NHS Test and Trace**

To

Department of Health and Social Care

From

Ernest and Young LLP

Contract Reference: CCCC21A48

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 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.

Order Number	CCCC21A48
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") REDACTED (Customer contact name)
To	Ernest and Young LLP, company number OC300001, of registered address: 1 More London Riverside London SE1 2AF ("SUPPLIER") REDACTED (Supplier contact name)
Date	10/03/2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: 05/10/2020
1.2.	Call Off Expiry Date: End date of Call Off Initial Period: 26/02/2021 End date of Call Off Extension Period: N/A

2. SERVICES

2.1.	<p>Services required:</p> <p>The Senior/HR Business Partners will provide the following services:</p> <ul style="list-style-type: none"> • Support the leadership of the Test and Trace HR Business Partnering Service; • To enable delivery of the NHS Test and Trace strategic people intent, from inception through to ensuring alignment with new National Institute for Health Protection (NIHP); • To contribute to the delivery of NHS Test and Trace business plans and priorities; • Support the leadership to lead, direct, manage and build capability of the Trace, Contain and Executive Functions HRBP and team to deliver the people priorities set out in the people and business plans; • Acting as trusted partner and adviser, providing professional HR advice to programme areas in NHS Test and Trace; • Working collaboratively with Finance / Resourcing Business Partners and members of the HR Function across Test and Trace and DHSC; • Membership of NHS Test and Trace Boards and People forums; • Instrumental in supporting, and assisting in the development, insight and delivery of strategic outcomes; Workforce strategies, Change, design and management; Organisational Development. <p>As may be further set out in Call Off Schedule 2 (Services).</p> <p>The Services will form part of a large and complex programme to shape and deliver mass population testing across the UK. This will involve multiple workstreams and deliverables. MCF2 Lot 3 has been chosen as it is deemed complex, multi-disciplinary, transformational and large scale with multiple workstreams and interdependencies.</p> <p>The Customer is responsible for providing reasonable assistance to the Supplier to provide access to data, systems, and tooling necessary in the performance of the Contract.</p> <p>Customer is responsible for the accuracy and completeness of the data supplied to the Supplier's resources and that any such data provided to Supplier's resources doesn't infringe any copyright or other third-party rights. Supplier resources will rely on the data made available to the Customer. Supplier resources will have no responsibility to evaluate or verify the accuracy of such data or information, unless expressly agreed otherwise. Customer is also responsible for defining and carrying out the quality assurance processes on the output of the tasks and services provided by the Supplier's resources. Such quality assurance processes will be sufficient to provide confidence on the quality of the output (e.g. analysis, algorithm, report etc) produced and contributed by the Supplier resources.</p> <p><u>Limitations on scope of Services:</u> DHSC T&T retain management responsibility for the programme</p> <p>The Supplier will not be providing services based on any assurance standards</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>Not applicable</p>
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4. CONTRACT PERFORMANCE

4.1.	Standards: As defined in the Call Off Terms In Clause 11 (Standards and Quality)
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

5. PERSONNEL

5.1	Key Personnel: Department of Health and Social Care: REDACTED Supplier contract lead 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 they have 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

	<p>otherwise), is employed or engaged in any part of the provision of the Services without Approval.</p> <p>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):</p> <ul style="list-style-type: none"> • 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.
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6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>The Call Off Contract Charges shall be calculated on a time and materials basis and capped to maximum value of £352,604.00 (excluding VAT).</p> <p>The Daily Rates offered below, shall remain firm for the entirety of this Call Off Contract.</p> <p>Table of grades & rates:</p> <p>REDACTED</p>
6.2	<p>Payment terms/profile</p> <p>Submitted invoices must be accompanied by supporting information including:</p> <ul style="list-style-type: none"> • 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. <p>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.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>REDACTED</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the Call Off Contract</p>
6.6	<p>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:</p>

	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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £352,604.00 (excluding VAT).
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Clause 37.2.1 of the Call Off Terms is amended to increase the minimum liability cap to £2 million.
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

8. TERMINATION AND EXIT

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 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: <ul style="list-style-type: none"> 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

	<p>to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;</p> <ul style="list-style-type: none"> • 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) <p>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.</p> <p>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:</p> <p>13.3.1 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.</p> <p>13.3.2 provide dedicated resource time from Key Supplier Personnel as agreed by both parties, 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.</p>
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The proposal submission (if any) and pricing shall be classed as commercially sensitive information, in addition to names, email addresses and contact details otherwise not available in the public domain.

10. 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: Select short form security requirements.
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: Ernest and Young LLP 1 More London Riverside London SE1 2AF REDACTED
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: If the Supplier is liable to the Customer (or to any others for whom Services are provided) under this Call Off Contract or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, the Supplier’s liability to the Customer shall be several, and not joint, with such others, and shall be limited to its fair share of that total loss or damage, based on its contribution to the loss and damage relative to the others’ contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of the Supplier’s proportionate liability hereunder, nor shall settlement of or difficulty

	<p>enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.</p> <p>Clauses 34.1.4 and 34.10 of the Call Off Terms will only apply to Project Specific IPR Items which have been specifically commissioned by the Customer to be characterised as Open Source and which the Supplier and the Customer have agreed in this Call Off Order Form will be designated as such.</p> <p>Subject to applicable Law, the Supplier may provide Customer Data to other members of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity, the Supplier's or other EY Firms' subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons") and external service providers of the Supplier, other EY Firms, or EY Persons ("Service Providers") who may collect, use, transfer, store or otherwise process it (collectively "Process" or "Processed" as interpreted in context) in various jurisdictions in which they operate for purposes related to:</p> <ul style="list-style-type: none"> > (1) the provision of the Services; > (2) complying with regulatory, and legal obligations to which the Supplier is subject; > (3) conflict checking; > (4) risk management and quality reviews; and > (5) internal financial accounting, information technology and other administrative support services (collectively "Processing Purposes"). <p>Where Customer Data is Processed by EY Firms or EY Persons or Service Provider(s) or all parties, the Supplier shall be and remain responsible for maintaining the confidentiality of such Customer Data.</p> <p>For the Processing Purposes referred to above, the Supplier and other EY Firms, EY Persons and Service Providers may Process Customer Information relating to identified or identifiable natural persons ("Personal Data") in various jurisdictions in which they operate (EY office locations are listed at www.ey.com<http://www.ey.com>>). The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at www.ey.com/bcr<http://www.ey.com/bcr>>). The Supplier will Process Personal Data in accordance with data protection requirements under applicable Law and professional regulations including (without limitation) Data Protection Act 2018 and with its coming into force, the EU General Data Protection Regulation 2016/679 and any legislative instrument, law or regulation that may supersede or amend it. The Supplier will require any Service Provider that Processes Personal Data on its behalf to adhere to such requirements. For Services where the Supplier acts as processor processing Personal Data on the Customer's behalf, appropriate data processing terms will be included in these Call Off Terms in Schedule 16. For the avoidance of doubt, the Supplier is acting as a Controller of Personal Data that it Processes for the Processing Purposes as defined in paragraph 4 sub-sections (2), (3), (4) and (5) above.</p> <p>The Customer warrants that it has the authority to provide Personal Data to the Supplier in connection with the performance of the Services and that any Personal Data provided to the Supplier has been Processed in accordance with applicable Law.</p>
10.12	<p>Call Off Tender:</p> <p>In Schedule 16 (Call Off Tender)</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Not applicable</p>

10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).																
10.15	Processing Data Call Off Schedule 17 REDACTED																
<table border="1"> <tr> <td>Contract Reference:</td> <td>CCCC21A48</td> </tr> <tr> <td>Date:</td> <td>05/10/2020</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including delivery of the Services.</td> </tr> <tr> <td>Duration of the processing</td> <td>For the duration of the Call Off Contract Agreement.</td> </tr> <tr> <td>Nature and purposes of the processing</td> <td>As necessary for the Supplier to deliver the Services, in particular by using the Personal Data specified below to contact and discuss relevant matters with employees and contractors of the Customer.</td> </tr> <tr> <td>Type of Personal Data</td> <td> Full name Workplace address Workplace Phone Number Workplace email address Job title or role Compensation Tenure Information Qualifications or Certifications </td> </tr> </table>		Contract Reference:	CCCC21A48	Date:	05/10/2020	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 delivery of the Services.	Duration of the processing	For the duration of the Call Off Contract Agreement.	Nature and purposes of the processing	As necessary for the Supplier to deliver the Services, in particular by using the Personal Data specified below to contact and discuss relevant matters with employees and contractors of the Customer.	Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Job title or role Compensation Tenure Information Qualifications or Certifications
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		<p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p>	
	Categories of Data Subject	Employees and contractors of the Customer.	
10.16	MOD DEFCONs and DEFFORM <p>Call Off Schedule 15</p> <p>Not applicable</p>		

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	
Date	21/04/21

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	
Date	

