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**Call Off Order Form for Management Consultancy Services**

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

**Call Off Order Form for Management Consultancy Services**

**Provision of Consultancy Services**

**To**

**Department of Health and Social Care**

**From**

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

**Contract Reference: CCCC20B32**

## PART 1 – CALL OFF ORDER FORM (LOT 5)

### SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Management Consultancy **RM3745** dated 21<sup>st</sup> November 2017.

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 Call Off Order Form and the Call Off Terms.

<b>Order Number</b>	<b>To be advised by Authority at contract award</b>
<b>From</b>	<b>Department of Health and Social Care ("CUSTOMER")</b>
<b>To</b>	<b>McKinsey &amp; Company, Inc. UK ("SUPPLIER")</b>

### SECTION B

#### CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date:</b> Deemed to have started on 22nd June 2020
	<b>Expiry Date:</b>  End date of Period: 7th August 2020  End date of Extension Period: Not Applicable  Minimum written notice to Supplier in respect of extension: Not Applicable

### SERVICES

<b>2.1</b>	<b>Services required:</b>  See Annex A – Statement of Requirements REDACTED
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## PROJECT PLAN

3.1. Project Plan:

The following milestones and deliverables shall apply to this contract:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Model generating view on how many antigen tests each NHS network can process and what this implies for supplies requirements	26 June 2020
2	Gathering of supplies, capacity & activity data from networks to be run through model	Fortnightly for duration of support from 26 June – 7 August 2020
3	Summary networks supplies & capacity pack	Fortnightly for duration of support from 26 June – 7 August 2020
4	Assessment of capacity for DHSC to take on role using an in-house team	By 1 August 2020
5	Rapid testing network plans for each pathology network – developed by working with individual networks to model supplies, capacity & demand for rapid testing across pillar 1.	By 7 August 2020
6	Handover of methodology for generating all of the above outputs to an in-house testing programme analyst team	By 7 August 2020

## CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> Applied - In Clause 11 (Standards and Quality)																				
4.2	<b>Service Levels/Service Credits:</b> Not applied																				
4.3	<b>Critical Service Level Failure:</b> Not applied																				
4.4	<b>Performance Monitoring:</b> The following Key Performance Indicators and Service Level Agreements shall to apply to this contract: <table><tr><th>KPI/SLA</th><th>Service Area</th><th>KPI/SLA description</th><th>Target</th></tr><tr><td>1</td><td>Model generation</td><td>Provision weekly modelling updates of projected testing capacity</td><td>98% accuracy in projections</td></tr><tr><td>2</td><td>Supplies and capacity</td><td>Provision of a fortnightly supplies and capacity pack providing summary information relevant to the work.</td><td>100% on time and accurate</td></tr><tr><td>3</td><td>Key findings</td><td>Present timely and accurate updates on key findings and supplier development at weekly supply team meetings</td><td>100% accuracy</td></tr><tr><td>4</td><td>Methodology development</td><td>Deliver a clear methodology and package for handover of the work to an in-house DHSC team</td><td>Methodology complete by end of contract</td></tr></table> <p>Should poor supplier performance require early termination of the Contract, i.e. key deliverables are not being delivered and KPIs are not being met, issues will be raised with the supplier in the first instance to make clear the standard required. Should work continue to not meet the required standard, the supplier will be informed that the contract is to be discontinued.</p>	KPI/SLA	Service Area	KPI/SLA description	Target	1	Model generation	Provision weekly modelling updates of projected testing capacity	98% accuracy in projections	2	Supplies and capacity	Provision of a fortnightly supplies and capacity pack providing summary information relevant to the work.	100% on time and accurate	3	Key findings	Present timely and accurate updates on key findings and supplier development at weekly supply team meetings	100% accuracy	4	Methodology development	Deliver a clear methodology and package for handover of the work to an in-house DHSC team	Methodology complete by end of contract
KPI/SLA	Service Area	KPI/SLA description	Target																		
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4	Methodology development	Deliver a clear methodology and package for handover of the work to an in-house DHSC team	Methodology complete by end of contract																		
4.5	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms																				

## PERSONNEL

<b>5.1</b>	<p><b>Key Personnel:</b></p> <p><b>Customer - REDACTED</b></p>
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	<b>Supplier</b> - REDACTED
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Applied

## PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>REDACTED</p> <p>The Customer will reimburse the Supplier for approved work done. The total fees for the scope of work will be £540,400.00, inclusive of expenses and excluding VAT.</p> <p>REDACTED</p> <p>These rates are to remain firm for the entire duration of this contract unless otherwise agreed between both parties subsequently to the commencement of this contract.</p> <p>For the avoidance of doubt, the total contract value must not exceed £540,400.00 inclusive of all expenses but excluding VAT.</p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Not Permitted (The call off contract charges include all expenses, including any travel costs)</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Please send invoices to: Department of Health &amp; Social Care, REDACTED</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the Call Off Contract from the Call Off Commencement Date of 22nd June 2020 to 7th August 2020</p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not Applicable</p>
<b>6.7</b>	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> Up to the sum of £540,400.00 (excluding VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms .
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): Applied, in Clause 38.3 of the Call Off Terms

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The Supplier's proposal and pricing, any Supplier Personal Data and Supplier Background IPR shall be classed as commercially sensitive information.

## OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 18th June 2020 Recital D - date of receipt of Call Off Tender: 19th June 2020
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required

<b>10.3</b>	<b>Security:</b> Short form security requirements Due to the sensitive nature of the work, the Supplier will be required to sign an NDA to confirm that none of the information they are exposed to is shared outside of the team working with Test and Trace. REDACTED
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applicable
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Applied
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <u>Customer's postal address and email address:</u> DHSC, 39 Victoria Street, Westminster, London SW1H 0EU. REDACTED <u>Supplier's postal address and email address:</u> The Post Building, 100 Museum Street, London WC1A 1PB. REDACTED REDACTED
<b>10.10</b>	<b>Transparency Reports</b> Not Applicable
<b>10.11</b>	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b> The Customer acknowledges and agrees that the situation around COVID-19 is highly dynamic, evolving rapidly, subject to significant uncertainty, a lack of reliable information and other events completely beyond the Parties' control. The Supplier cannot and will not give medical, regulatory, public health, legal, tax, accounting or other regulated advice. The Customer must consider this content and secure appropriate advice prior to making any decisions in connection with the Services.
<b>10.12</b>	<b>Call Off Tender:</b> See Annex B – Suppliers Proposal REDACTED



<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not Applicable						
<b>10.14</b>	<b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).						
<b>10.15</b>	<p>Processing Data</p> <p>The Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data from the Customer in relation to this Call-Off Contract. The Customer will inform the Supplier explicitly and seek its prior written consent if it wishes to supply any Personal Data to the Supplier and in which case the Parties will agree suitable Personal Data protection clauses to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Call-Off Contract.</p> <p>Call Off Schedule 17</p>						
	<ol style="list-style-type: none"> <li>The contact details of the Customer Data Protection Officer is:  REDACTED  REDACTED</li> <li>The contact details of the Suppliers Data Protection Officer is:  To be provided by the supplier</li> <li>The Processor shall comply with any further written instructions with respect to processing by the Controller.</li> <li>Any such further instructions shall be incorporated into this Schedule.</li> </ol> <table border="1"> <tr> <td><b>Contract Reference:</b></td><td><b>CCCC20B32</b></td></tr> <tr> <td><b>Date:</b></td><td><b>22nd June 2020</b></td></tr> <tr> <td><b>Description Of</b></td><td><b>Details</b></td></tr> </table>	<b>Contract Reference:</b>	<b>CCCC20B32</b>	<b>Date:</b>	<b>22nd June 2020</b>	<b>Description Of</b>	<b>Details</b>
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<b>Date:</b>	<b>22nd June 2020</b>						
<b>Description Of</b>	<b>Details</b>						

	<b>Authorised Processing</b>	
	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 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 Award 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 Information Qualifications 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	

<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b> 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.

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

Name and Title	REDACTED
Signature	REDACTED
Date	20 August 2020

**For and on behalf of the Customer:**

Name and Title	REDACTED REDACTED
Signature	REDACTED
Date	12.10.2020

## **Annex A – Statement of Requirements**

REDACTED

## **Annex B – Supplier's Proposal**

REDACTED