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

**Provision of Consultancy Support To  
Department of Health and Social Care  
From  
McKinsey and Company, Inc. United Kingdom  
Contract Reference CCCC20A97**

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**FRAMEWORK SCHEDULE 4 (LOT 5 Health And Community)**

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

**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 RM3745 Management Consultancy Services dated 21<sup>st</sup> November 2017.

This Call Off Order Form relates to the Provision of Consultancy Support for the Test and Trace Programme.

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>	To be confirmed post contract award
<b>From</b>	Department of Health and Social Care ("CUSTOMER")
<b>To</b>	McKinsey and Company, Inc. United Kingdom ("SUPPLIER")

**SECTION B**

**CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> The Contract is deemed to have commenced on 18 May 2020
	<b>Expiry Date:</b>  End date of Initial Period 26 June 2020

## SERVICES

<b>2.1</b>	<p><b>Services required:</b></p> <p>(Call Off Schedule 2 (Services))</p> <p><b>Background</b></p> <p>The NHS Test and Trace service forms a central part of the government's Covid-19 recovery strategy, which seeks to return life in the UK to as close to normal as possible, for as many people as possible, in a way that is safe and protects our NHS and social care.</p> <p>Building on the work to establish a national testing programme, the programme is now being expanded into a comprehensive NHS Test and Trace service.</p> <p>While this service is being rapidly stood up to meet near term objectives, work is required to develop options for the longer term future of the organisation responsible for this and associated services.</p> <p><b>Statement of Services</b></p> <p>The Test and Trace Programme is being taken forward in two stages:</p> <p>The first is short-term and focused on scaling a capability by mid-year 2020.</p> <p>The second, and the focus for this work, is medium-term and focused on creating a permanent organisation for the UK. The objectives of this work are to define options for: the vision, purpose and narrative; end-to-end journeys; organisation, roles and talent; interfaces and governance; and integrated roadmap all for the medium-term entity.</p> <p><b>Scope</b></p> <p>The deliverable for this work is a document setting out:</p> <ul style="list-style-type: none"><li>▪ Mission and vision for the new TTCE organisation</li><li>▪ Design principles for the organisation design exercise</li><li>▪ High-level KPIs for the end-state organisation</li><li>▪ User and data journeys across which the organisation will operate</li><li>▪ Stakeholder map (including key organisations with which the TTCE organisation will have interfaces)</li><li>▪ Options for organisational breadth and depth</li><li>▪ Organisational structure options, and pros and cons</li></ul> <p><b>Assumptions and Dependencies</b></p> <p>Key dependencies for this work are:</p> <ul style="list-style-type: none"><li>▪ Regular touchpoints with key members of the client team (David Williams, Dido Harding, Dyfed Alsop)</li><li>▪ Access to key members of the current TTCE leadership team to understand work undertaken to date</li><li>▪ Access to key documentation relevant to this exercise (in particular key strategy and org design work)</li></ul>
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	<p><b>Limitations on scope and change control</b></p> <p>Unless instructions to the Supplier are later amended in writing, the work undertaken will be restricted to that set out above. In providing the services detailed above, the Supplier will be acting in reliance on information provided by the Department and the Services shall not be deemed legal, medical, policy or any form of regulated advice nor supplant the Customer's management or other decision-making processes and bodies.</p>
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## PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan: (Call Off Schedule 4 (Project Plan))</b></p> <p>Redacted</p>
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## CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>In Clause 11 (Standards) and the definition of Standards in Call Off Schedule 1 (Definitions).</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>
<b>4.4</b>	<p><b>Performance Monitoring:</b></p> <p>The Customer reserves the right to hold review meetings during the assignment, discussing what went well, opportunities for improvement on future assignments and similar. This will incorporate any 'Show and Tell' documentation or transferable products that have been produced.</p> <p>A post-engagement quality review of the engagement will be arranged where client departments rate the services provided.</p>
<b>4.5</b>	<p><b>Period for providing Rectification Plan:</b></p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>
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	<u>Customer</u> Redacted <u>Supplier</u> Redacted
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

## PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): Redacted <p>The Supplier in keeping with its approach to ensure value for money for its clients, does not charge its clients per hour/day of its time. Instead, to give certainty, the Supplier charges a fee for a complete team for each specific project, at a specific quality level, by a specific date. This fee includes all time, expenses, overtime, weekend work and use of dedicated resources and consultation with other Supplier experts who are not part of the full-time team. Within that agreed rate, where necessary the Supplier adds its resourcing at no additional cost to the client to ensure the Supplier delivers.</p> <p>This Call Off Contract shall be treated in accordance with the 'Tier 1' principles of the Crown Commercial Service Open Book Contract Management Guidance.</p> <p>For the avoidance of doubt, the total contract value will not exceed £563,400.00 exc. VAT.</p>
<b>6.2</b>	<b>Payment terms/profile</b> (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)
<b>6.3</b>	<b>Reimbursable Expenses:</b> The Call Off Contract Charges include all expenses, including any travel costs.
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices should be submitted to: Payment and Invoicing: Redacted
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The full term of the Contract
<b>6.6</b>	<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: Not applied
<b>6.7</b>	<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)):

	Not Permitted
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## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £ 563,400.00 exc. 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):  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):  The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to five (5) Working Days.
<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
<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 shall apply

<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 applied
<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): In Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Redacted Supplier's postal address and email address: Redacted
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<p><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></p> <p>Upon payment in full of Supplier's fees, the Customer will own all reports and other deliverables prepared for and furnished to the Customer by Supplier in connection with the Services (the "Deliverables"), save that Supplier retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services (the "Supplier Tools"), it being understood that none of the Supplier Tools will contain the Customer's Confidential Information. To the extent the Deliverables include any embedded Supplier Tools, Supplier hereby grants the Customer a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use and copy the Supplier Tools solely as part of the Deliverables and subject to the limitations herein on disclosure of Supplier materials and publicity. The Customer agrees that, without Supplier's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Supplier Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Supplier Tool or Deliverable.</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</p>

	agree suitable Personal Data protection clauses to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Call-Off Contract.														
<b>10.12</b>	<b>Call Off Tender:</b> (Call Off Schedule 16) Redacted														
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms														
<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>	<b>Processing Data</b> Call Off Schedule 17 <ol style="list-style-type: none"> <li>The contact details of the Customer Data Protection Officer is: Redacted</li> <li>The contact details of the Suppliers Data Protection Officer is: To be confirmed post Contract Award</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>CCCC20A97</td></tr> <tr> <td><b>Date:</b></td><td>18 May 2020</td></tr> <tr> <td><b>Description Of Authorised Processing</b></td><td><b>Details</b></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 Customer is the Data Controller and the Supplier is the Data Processor</td></tr> <tr> <td>Use of Personal Data</td><td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,</td></tr> <tr> <td>Duration of the processing</td><td>For the duration of the Framework Contract plus 7 years.</td></tr> <tr> <td>Type of Personal Data</td><td>Full name Workplace address Workplace Phone Number</td></tr> </table>	<b>Contract Reference:</b>	CCCC20A97	<b>Date:</b>	18 May 2020	<b>Description Of Authorised Processing</b>	<b>Details</b>	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	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.	Type of Personal Data	Full name Workplace address Workplace Phone Number
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		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	Current personnel Contractors/Consultants Customers Public officers Suppliers Website end users	
10.16	<b>MOD DEFCONs and DEFFORM</b> Call Off Schedule 15 Not Applied		

## 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	15 July 2020

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

Name and Title	Redacted
Signature	Redacted
Date	21 <sup>st</sup> July 2020