

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

**COVID -19 Vaccine Deployment Programme - Core Programme Resource Support -
McKinsey & Company**

Framework Schedule 6 (Order Form and Call-Off Schedules)

PART – A Order Form

Call-off reference: COVID -19 Vaccine Deployment Programme - Core Programme Resource Support

The buyer: **NHSE**

Buyer address: Skipton House
80 London Road
London
SE1 6LH

The supplier: **McKinsey & Company, Inc. United Kingdom**

Supplier address: The Post Building 100 Museum Street
London
WC1A 1PB
United Kingdom

Registration number: FC012665
DUNS number: 294993308

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated as per the Buyer's signature on Page 7.

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot: Lot 2: Strategy & Policy

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) – N/A
- Joint Schedule 2 (Variation Form) – N/A
- Joint Schedule 3 (Insurance Requirements) – N/A
- Joint Schedule 4 (Commercially Sensitive Information) – N/A
- Joint Schedule 6 (Key Subcontractors) – N/A
- Joint Schedule 7 (Financial Difficulties) – N/A
- Joint Schedule 8 (Guarantee) – N/A
- Joint Schedule 9 (Minimum Standards of Reliability) – N/A
- Joint Schedule 10 (Rectification Plan) – N/A
- Joint Schedule 11 (Processing Data) – N/A

Call-Off Schedules

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports) – N/A
- Call-Off Schedule 3 (Continuous Improvement) – N/A
- Call-Off Schedule 5 (Pricing Details) – N/A
- Call-Off Schedule 6 (ICT Services) – N/A

- Call-Off Schedule 7 (Key Supplier Staff) – N/A
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – N/A
- Call-Off Schedule 9 (Security) – N/A
- Call-Off Schedule 10 (Exit Management) – N/A
- Call-Off Schedule 12 (Clustering) – N/A
- Call-Off Schedule 13 (Implementation Plan and Testing) – N/A
- Call-Off Schedule 14 (Service Levels) – N/A
- Call-Off Schedule 15 (Call-Off Contract Management) – N/A
- Call-Off Schedule 16 (Benchmarking) – N/A
- Call-Off Schedule 18 (Background Checks) – N/A
- **Call-Off Schedule 20 (Call-Off Specification)**
– See end of document for Schedule 20

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Special Term 3: The Buyer 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 or legal advice. The Buyer must consider this context and secure such appropriate and other relevant advice prior to making any decisions in connection with the services. The Supplier's services are being provided on an expedited basis and may not have the benefit of certain detailed analyses in performing the services. The Buyer will review and approve or concur in the Supplier's work, including its methodologies and approaches and the Deliverables, in carrying out the services. The Supplier remains solely responsible for its decisions, actions and use of Deliverables.

Special Term 4: The Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data from the Buyer in relation to this Call-Off Contract. The Buyer 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.

Special clause 5: The Supplier cannot and will not give medical, regulatory, accounting, public health, policy or legal advice. The Buyer must consider this context and secure appropriate advice prior to it making any decisions in connection with the Services. The Supplier's Services are being provided on an expedited basis and may not have the benefit of certain detailed analyses in performing the Services. The Supplier remains solely responsible for its decisions, actions and use of Deliverables.

Call-off start date: 13/12/2021

Call-off expiry date: 11/02/2022

Call-off initial period: 2 months

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

Call-off charges

The Call-Off Contract Charges are £845,100.00 on a fixed price basis excluding VAT (inclusive of all expenses)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Not Applicable

Payment method

The Supplier is to submit an invoice as per the details below for services delivered

Buyer's invoice address

NHS England
X24 Payables K005
Phoenix House
Topcliffe Lane
Wakefield
WF3 1WE

The relevant PO must be quoted in the top 3rd portion of each invoice. Invoices and credit notes can be mailed to the address above or emailed **individually** to

[REDACTED]

Buyer's authorised representative

[REDACTED]

Commercial Lead
Flu & COVID-19 Vaccination Programme
Quarry House, Quarry Hill, Leeds LS2 7UE

[REDACTED]

Buyer's security policy

Available online at: <https://www.england.nhs.uk/publication/information-security-policy/>

For the avoidance of doubt the Supplier shall only comply with the Buyer's security policy insofar as applicable to the Supplier's services under this Call-off order form and save where the policy conflicts with the Supplier's internal policies and/or processes on the same subject.

Supplier's authorised representative

[REDACTED]

Partner

Email address:

[REDACTED]

Address: The Post Building
100 Museum Street
London
WC1A 1PB
United Kingdom

Supplier's contract manager

[REDACTED]

Partner

Email address:

[REDACTED]

Address: The Post Building

100 Museum Street
London
WC1A 1PB
United Kingdom

Progress report frequency

Weekly

Progress meeting frequency

Weekly

Key staff

[REDACTED]

Partner

Email address: [REDACTED]

Address: The Post Building
100 Museum Street
London
WC1A 1PB
United Kingdom

Key subcontractor(s)

Not applicable

Commercially sensitive information

Supplier's Proposal (see Call-Off Schedule 4), Supplier pricing breakdowns, Supplier Background Intellectual Property Rights, Supplier personal data. Further context in joint schedule 5 (Commercially Sensitive Information)

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Available online at: <https://www.england.nhs.uk/greenernhs/>

For the avoidance of doubt the Supplier shall only comply with the Buyer's environmental and social value policy insofar as applicable to the Supplier's services under this Call-off order form and save where the policy conflicts with the Supplier's internal policies and/or processes on the same subject.

Social value commitment

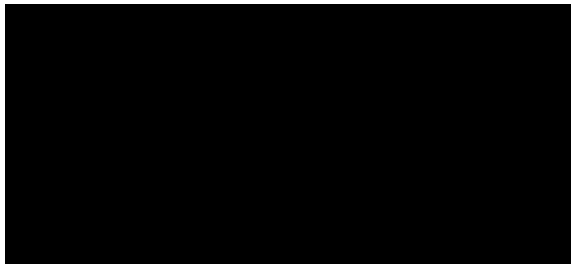
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Formation of call off contract

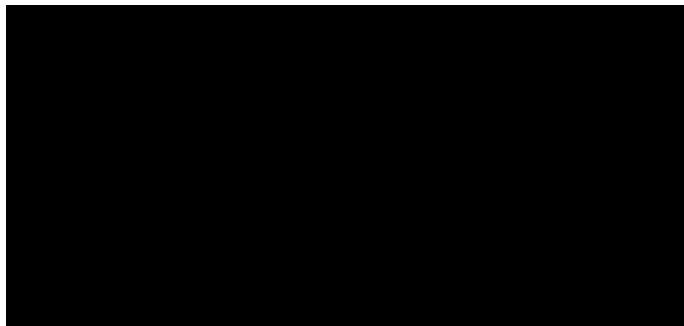
By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

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.

For and on behalf of the Supplier:



For and on behalf of the Buyer:



Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

OBJECTIVES AND DELIVERABLES

The objective of the work is to help the SLT present and interpret vaccines data, understand variations in performance so that appropriate interventions can be identified and ultimately ensure that the information presented externally from the programme is impactful. While aspects of this can be planned, there is a degree of flexibility, given the nature of the environment in which the vaccine deployment team operates.

The key objectives and areas of responsibility to be supported by this contract include:

- **Strategic priorities**
 - Supporting the SLT through analytical problem solving, identifying structuring and monitoring the actions for problem solving from operational challenges that arise, including highlighting challenges early and supporting on rapid solutions
 - Supporting the SLT in ensuring underserved communities are represented and included in all strategic initiatives, as well as identifying problem solving opportunities to fulfil obligation to support vaccination efforts in these communities
 - Supporting the SLT in ad-hoc analytical problem solving across the programme and leaning into specific pillars or workstreams to provide additional problem-solving support as required
 - Supporting the SLT and the strategy team at identifying potential upcoming blockers and problems and bringing the relevant stakeholders together to pre-empt these highlighted issues ahead of time
- **Operational**
 - Supporting central team requests and ensuring effective communications back and forth between pillar/workstream leads and SLT, and supporting on integrating these updates into upward and outward reporting.
 - Supporting the pillars and workstream leads across the SLT in how they report readiness and operational updates into the central programme team
 - Supporting the SLT and the central team in integrating these updates into the regular upward and outward reporting

- Supporting the strategy team in developing, structuring and QCing their medium-term planning and scale up implications and in the communications of this across the programme pillar and workstream leads
- **Ad hoc, including analytics support and surge support/ absence cover**
 - Supporting on data analysis and modelling for predictions, tracking and solutions where gaps arise
 - Provide support where there is a surge in demand and capacity is strained
 - Draw upon topic expertise, for example on vaccines deployment, testing and supply chain.

The key deliverables with which the SLT are likely to require support under the proposed contract include:

- [REDACTED]
- [REDACTED]
- Draft operational briefings, provide assistance in identifying challenges, problem solving with the departments and providing solutions
- Planning and allocation of actions for operational challenges that arise
- Data retrieval and management across the programme
- Administration of information sharing, meeting scheduling and other administrative tasks needed to support the team