



**Crown
Commercial
Service**

Provision of NHS Test and Trace EY WPID1325

To

Department of Health and Social Care

From

Ernst & Young LLP

Contract Reference: CCCC21A54

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	To be confirmed, following Contract Award
From	Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health & Social Care of REDACTED ("CUSTOMER") REDACTED
To	Ernst & Young LLP, REDACTED REDACTED ("SUPPLIER") REDACTED
Date	01/04/2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: 01/04/2021
1.2.	Call Off Expiry Date: End date of Call Off Initial Period: 30/06/2021 End date of Call Off Extension Period: N/A Minimum written notice to Supplier in respect of extension: 1 week

2. SERVICES

2.1.	Services required: In Call Off Schedule 2 (Services) and at Annex A – Services Required, of this document.
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3. PROJECT PLAN

3.1.	Project Plan: As indicated in Annex A – Services Required, of this document and Annex B – Call Off Tender, of this document.
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4. CONTRACT PERFORMANCE

4.1.	Standards: As indicated in Annex A – Services Required, of this document and Annex B – Call Off Tender, of this document.
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: 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

	<p>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.</p> <p>This sub-clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.</p> <p>The Supplier shall ensure that no person who discloses that he has 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 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>Table of grades & rates: REDACTED</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Monthly in arrears</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	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED
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 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: 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 £892,584.00 (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 £2million
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier's standard business insurance shall apply.

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:

	<p>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:</p> <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 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) <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>REDACTED</p>
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9. SUPPLIER INFORMATION

9.1	<p>Supplier's inspection of Sites, Customer Property and Customer Assets:</p> <p>Not applicable</p>
9.2	<p>Commercially Sensitive Information:</p> <p>Commercially Sensitive Information will include but not be limited to:</p> <p>The Customer's Services Required / Statement of Requirements shown at Annex A of this document.</p> <p>Any contracted outputs and deliverables the Supplier will provide to the Customer under the terms of this contract.</p>

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):
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	Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements, as indicated in Schedule 7 of the RM6008 terms and conditions of contract.
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: REDACTED
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: Not Applicable
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	
	REDACTED	
	Contract Reference:	CCCC21A54
	Date:	01/04/2021
	Description Of Authorised Processing	Details
	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement. In the event of any conflict between (i) this document and (ii) the terms and conditions of Commercial Agreement RM6008 – MCF 2, the order of precedence will be (i); (ii).
	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
	Categories of Data Subject	Not applicable within the context of the Contracted Services.
10.16	MOD DEFCONs and DEFFORM	
	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	REDACTED

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

ANNEX A – SERVICES REQUIRED

EY will provide personnel on a resource augmentation basis to DHSC to support delivery of the National Testing Programme. In particular:

- To provide additional commercial expertise and capability to the Testing Commercial Team to support the procurements and commercial management arrangements required.
- The Supplier will work alongside and collaborate with an embedded team of commercial experts from DHSC, Cabinet Office, Seconded from Other Government Departments, and other private organisations.
- The Supplier recognises the need to deliver at pace, and to a high standard and will actively seek ways to facilitate this.

The main focus for resources in the Logistics Category is on the key tenders that are critical to the success of the Test programme.

REDACTED

This will enable a secured procurement plan for all activities to be in place for the remainder of 2021.

Further EY resource includes in CRE:

REDACTED

Exit Strategy

REDACTED

ANNEX B – CALL OFF TENDER

1. The Supplier warrants it will utilise Best Endeavours to deliver all elements of the Customer's Statement of Requirements shown in Annex A, above and will adhere to all timescales indicated.