

Provision of PCR Demand Modelling Cover

То

Department of Health and Social Care

From

Accenture (UK) Ltd

Contract Reference: CCCC21A65

Test & Trace Legal Document control

Document Title	MCF2 call off form template
Key contacts	TT Legal: REDACTED / REDACTED
	GLD: REDACTED
	External Firm: DLA (REDACTED and REDACTED)
	TT Commercial: REDACTED and REDACTED
Hyperlink to legal team location	REDACTED
Notes (if any)	Semi populated template MCF2 call-off form for use for consultancy services on the T&T programme, with guidance notes to assist in ensuring form is populated to minimise procurement risk.

Test & Trace Legal Version Control

Version	Author of version	Date	Amendments made (in brief)
1	DLA	2020	N/A
2	REDACTED	January 2021	Added KPIs / reporting / exit clauses
3	REDACTED, DLA	February 2021	Tidy up changes

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

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 Management Consultancy 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	CCCC21A65
From	Department of Health and Social Care
	39 Victoria Street
	London
	SW1H 0EU
	England ("CUSTOMER")
То	Accenture (UK) Ltd
	30 Fenchurch Street
	London
	EC3M 3BD
	("SUPPLIER")
Date	31/03/2021
	("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 23 rd of March 2021
1.2.	Expiry Date:
	End date of Initial Period: 21 st of May 2021
	End date of Extension Period: None
	Minimum written notice to Supplier in respect of extension: 1 week

2. SERVICES

2.1	Services required:
	 The current PCR demand modelling team was put in place in on 14th December, by redeploying G6-level Accenture consultant already in the business and procuring an additional team of five. They were brought in to cover: The surge in both the complexity and volume of requests across Test and Trace for enhanced demand and capacity scenario modelling; The consolidation of demand and capacity modelling capabilities from across multiple teams into a combined Demand and Capacity team; Evolving the demand and capacity function into one that is able to produce more dynamic and predictive models to help stakeholders make better informed decisions; and The ability to communicate the results of analytical work clearly and directly to senior stakeholders within Test and Trace and beyond.
	The contract for the current Accenture team ends on the 26th March (though for the one redeployed individual it is earlier, on the 22nd) and requires re-let to cover the work and to secure a handover period, after recruiting and onboarding resources.
	The support required in the extension period is:
	Continue to deliver routine PCR demand and capacity reporting. Including gathering assumptions and data inputs for exploratory use cases, outputs for the PPB, and regular weekly reporting.
	Maintain an up-to-date playbook of processes and relationships for handover.
	Maintain an up-to-date model development plan, covering the integration of demand and capacity modelling. The models to be considered in scope:
	 PCR demand and capacity LFD demand LFD positives Symptomatic demand Contacts and isolations Lab Capacity – PCR (if time) LFD stock replenishment (if established) Handover to a permanent team. This is to cover PCR demand and capacity modelling, the routine reporting and the relationships and processes. This will also cover the service improvement aspects of model development.
	Original scope set out below.
	 NATURE OF SUPPORT REQUIRED: Skilled resources who can hit the ground running and who have the technical abilities needed to evolve the team's modelling capabilities away from static PowerPoint packs towards automated decision-making aids and integrating across the other D&A teams; Flexibility of resources to support the integration of capacity modelling into the
	 demand modelling team, leading to improved modelling capabilities in both areas and related efficiency savings; and The focus is investing in creating a robust and longer-term demand and capacity modelling capability not on augmenting the current team for a short-term benefit.

DELIVERABLES AND OUTCOMES

• To elevate current demand forecast into more dynamic models and products to enable decision-makers to explore various "what-if" scenarios, and to allow users to respond to ad hoc reporting and modelling requests in a robust and timely fashion.

• To improve the efficiency and effectiveness of current reporting products (the Short-Term and Long-Term Test demand forecasts)

• To deliver increased value for money by both consolidating multiple demand and capacity products in one team and also focus on developing more real-time predictive models

3. PROJECT PLAN

3.1. Project Plan:

The Supplier shall provide the Customer with a draft Project Plan for Approval within 10 Working Days from the Call Off Commencement Date

This Call-Off Contract will include the following Project Plan, exit and offboarding plans and milestones:

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
Project Plan Delivered	An Approved Project Plan per work package (to include all Deliverables and Milestones)		Within ten (10) Working Days of Call Off Contract Commencement		N/A	
Knowledge Transfer Complete	A knowledge transfer plan in accordance with paragraph 13 of Call Off Schedule 9 (Exit Management) as varied by section 8.4 of this Order Form		Within twenty (20) Working Days of Call Off Contract Commencement		N/A	
Transparency Reports	As set out in section 10.10 below		As set out in section 10.10 below			

4. CONTRACT PERFORMANCE

4.1.	Standards:
	As defined in the Call Off Terms
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:
	T&T10421 REDACTED
	T&T10422 REDACTED
	T&T10424 REDACTED
	T&T10426 REDACTED
	T&T10425 REDACTED
	T&T10423 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 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.

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):

 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.

6. PAYMENT

6.1	Call Off Contract Charge excluding VAT):	ges (including	any applicable	discount(s), but
	Role	Rate (with discount deducted)	Units required	Discount applied
	Charged days		I	
	T&T10421			
	(originally T&T2036B)			
	REDACTED Approved RAB: 11/03/21	£ REDACTED	44	REDACTED %
	Start date: 23/03/2021			
	End date: 21/05/2021			
	T&T10422			
	(originally T&T6239)			
	REDACTED Approved RAB: 11/03/21	£ REDACTED	40	REDACTED %
	Start date: 29/03/2021			
	End date: 21/05/2021			
	T&T10424			
	(originally T&T6240)			
	REDACTED Approved RAB: 11/03/21	£ REDACTED	40	REDACTED %
	Start date: 29/03/2021			
	End date: 21/05/2021			

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	T8T40400			
	T&T10426			
	(originally T&T6241)			
	REDACTED Approved RAB: 11/03/21	£ REDACTED	40	REDACTED %
	Start date: 29/03/2021			
	End date: 21/05/2021			
	T&T10425			
	(originally T&T6242)			
	REDACTED Approved RAB: 11/03/21	£ REDACTED	40	REDACTED %
	Start date: 29/03/2021			
	End date: 21/05/2021			
	T&T10423			
	(originally T&T6243)			
	REDACTED Approved RAB: 11/03/21	£ REDACTED	40	REDACTED %
	Start date: 29/03/2021			
	End date: 21/05/2021			
	Investment Days (not cha	rged)		
	Total excl. VAT		£271,620	
	REDACTED			
6.2	Payment terms/profile			
	Monthly invoicing in arreas	with 30 day payr	ment terms. Pay	able via BACS.
	First invoice expected in Ap	oril 2021.		
	In Annex 2 of Call Off Sche Invoicing)	edule 3 (Call Off	Contract Char	ges, Payment and
	Submitted invoices must be	accompanied by	y supporting info	ormation including:
	 completed timesheets for such other information a order to verify the invoid 	s the Customer		
	The Supplier shall have propricing are managed appro shall ensure that an effective and managed during the Ca the Customer.	priately during th	ne Call Off Cont of the project t	ract. The Supplier eam are assigned
	Invoice payments will be a Key Performance Indicator			

	Form and (in respect of the pariod of 2 weeks before the and of the Call Off
	Form and (in respect of the period of 2 weeks before the end of the Call Off Initial Period (and any Call Off Extension Period, where applicable) a completed knowledge transfer in accordance with section 8.4 of this Call Off Order Form
6.3	Reimbursable Expenses:
	Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):
	REDACTED @nhs.net
	Payment and Invoicing
	39 Victoria Street
	Westminster
	London
	SW1H 0EU
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 £271,620.00
7.2	Supplier's limitation of Liability
	As set out in Clause 37.2.1 of the Call Off Terms.
7.3	Insurance

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Professional Indemnity – £5m per claim and in the aggregate per annum

Employers' liability - as required by law

Third Party Public and Products Liability Insurance – $\pm 5m$ 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:		
	• 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) 		
	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.

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:

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.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:
	Not applicable
9.2	Commercially Sensitive Information:
	Call off contract charges

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	
	AND	
	Security Policy	
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):			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:		
	REDACTED@accenture.com			
	Accenture (UK) LTD,			
	30 Fenchurch Street,			
	London,			
	EC3M 3BD			
10.10	Transparency Reports			
	In Call Off Schedule 13 (Transparency Reports)			
	TITLE	CONTENT	FORMAT	FREQUENCY
	Project Progress & Deliverables Report	 A summary of resource utilised: activities completed and cost assigned in the week completed; A rolling two (2) week forecast of resource required Overview of all open and closed actions Overview of open and closed risks and issues Deliverables provided and Milestones 	Word	Weekly

	KPI Performance Report	Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above	Weekly
10.11		d/or Additional Clauses from Call Off Se Customer alternative pricing mechanism:	chedule 14 and if
	Not applicable		
10.12			
	In Schedule 16 (Call Off Tender)		
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		
	Name: REDACTED		
	Email: REDACTED@DHSC.gov.uk		
	Accenture:		
	REDACTED		
	REDACTED@accenture.com		
	Contract Reference:	CCCC21A65	
	Date:	31 st of March 2021	
	Description		
	Of Authorised	Details	
Processing			
	Identity of the Controller and Processor	The Parties acknowledge that for the purpose Protection Legislation the Customer is the Da the Supplier is the Data Processor of Persona Call Off Contract Agreement.	ta Controller and
	Use of Personal Data	Managing the obligations under the Call Off C Agreement, including delivery of the Services	

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	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	
	Categories of Data Subject	Employees and contractors of the Customer.	
10.16	MOD DEFCONs and DEFFORM		
	Call Off Schedule 15		
	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	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	