



**Crown
Commercial
Service**

**Provision of Communications Support for the
COVID-19 Test, Track & Trace Programme**

To

Department of Health and Social Care

From

Ernst & Young LLP

Contract Reference: CCCC20A83

Crown Commercial Service

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 Services dated **04 September 2018**.

This Call Off Order Form relates to the Provision of Communications support for the COVID-19 Test, Track & 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.

Order Number	To be confirmed following contract award
From	Department of Health and Social Care ("CUSTOMER")
To	Ernst & Young LLP ("SUPPLIER")
Date	08.06.2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The contract is deemed to have commenced on 19th May 2020
1.2.	Expiry Date: End date of Initial Period: 18 th August 2020 End date of Extension Period: 18 th September 2020 Minimum written notice to Supplier in respect of extension: 5 days

2. SERVICES

2.1.	Services required: The COVID-19 pandemic is highly unpredictable, rapidly evolving and presents extreme operational, clinical, logistical and infrastructure challenges for the NHS, social care and government.
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	<p>DHSC faces an unparalleled challenge in Covid-19. The scale of the response required is like nothing before. The anticipated length of response will see the unprecedented become extraordinary and eventually routine. DHSC is putting in measures to test, track and trace the spread of the virus with the objective of reducing infection and keeping the population safe. During this initial phase, EY will support in the development of an internal communications and engagement plan and the management of communications activity to the 40,000 people working on the programme.</p> <p>DHSC requires the following for the Test, Track and Trace programme:</p> <ul style="list-style-type: none"> • Create an internal communications strategy and delivery plan for Test, Track & Trace programme communications • Provide a framework for programme communications and manage the governance for this • Conduct audience segmentation and communications requirements for each group • Develop a narrative and messaging for the programme • Produce communications artefacts to drive intra-programme engagement • Deliver programme communications including messaging from leadership • Advise on an approach and method for employee listening: EY has a partnership with SAP Qualtrics – note that licence and implementation costs would be additional
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3. PROJECT PLAN

3.1.	Project Plan: As outlined in the below table					
Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
1	Project Plan	1 Month	12 June 2020	Engagement updates	At completion of project	n/a

4. CONTRACT PERFORMANCE

4.1.	Standards: Not applicable
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring:

	Not applied
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: Department for Health and Social Care: REDACTED Ernst & Young LLP REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applicable

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The maximum value of the contract will be up to £400,000 (ex VAT) These rates are to remain firm for the duration of the contract including any contract extensions. The Call Off Contract rates are outlined below: REDACTED
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payment shall be made on a monthly basis on receipt of all deliverables and their acceptance by the Customer.
6.3	Reimbursable Expenses: The Services will be carried out virtually and provided online where possible, and there is no expected travel for the delivery of these services. As such the Authority would not expect any claims for expenses. However, if any travel is required outside of the base location, this will be reimbursed in line with the Department for Health and Social Care's Travel & Subsistence policy.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. Invoices should be submitted to:

	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 contract term.
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: Not applicable
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: Up to the sum of £400,000.00 (ex VAT)
7.2	Supplier's limitation of Liability In Clause 37.2.1 of the Call Off Terms
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)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
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9.2	Commercially Sensitive Information: The Supplier's proposal and pricing shall be classed as commercially sensitive information.
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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: Short form security requirements
10.4	ICT Policy: Not applied
10.5	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 for the duration of the contract term
10.6	Protection of Customer Data In Clause 35.2.3 of the Call Off Terms
10.7	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Department for Health and Social Care 39 Victoria Street Westminster London SW1H 0EU REDACTED Supplier's postal address and email address: Ernst & Young LLP 1 More London Place London Greater London England

	SE1 2AF
	REDACTED
10.8	Transparency Reports Not applicable
10.9	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable
10.10	Call Off Tender: REDACTED
10.11	Publicity and Branding In Clause 36.3.2 of the Call Off Terms
10.12	Staff Transfer Not applicable
10.13	Processing Data Call Off Schedule 17 Customer Data Protection Officer REDACTED Supplier Data Protection Officer REDACTED

Contract Reference:	CCCC20A83	
Date:	08.06.2020	
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.	
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.	

Nature and purposes of the processing			
Type of Personal Data	Full name		
	Workplace address		
	Workplace Phone Number		
	Workplace email address		
Categories of Data Subject			
10.14	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	25.06.2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	25.06.2020