



**Crown
Commercial
Service**

**Provision of Consultancy Services for Chief
Information Officer**

To

Department of Health and Social Care

From

Oliver Wyman Limited

Contract Reference: CCCC21A69

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 39 Victoria Street, London, SW1H 0EU ("CUSTOMER") [REDACTED] (Customer contact name)
To	Oliver Wyman Limited, Company Number: 03023304 of 51 Tower Place West, Tower Place, London, United Kingdom, EC3R 5BU ("SUPPLIER") [REDACTED] (Supplier contact name)
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: 30/09/2021 End date of Call Off Extension Period: Not Applicable Minimum written notice to Supplier in respect of extension: Not Applicable

2. SERVICES

2.1.**Services required:**

The Services will be limited to Supplier providing Supplier Personnel to Customer in connection with the Test and Trace project.

Supplier Personnel will report to, and take instructions from, their assigned Customer line managers. Customer line managers will control the day-to-day activities of the Supplier Personnel and will be responsible for reviewing and assuring any Deliverables.

The Supplier will provide the following Consultancy Services:

Business Owner	Scope of work
	MI Lead
	Construct an effective link with the AIR teams in developing products, confirming they have rigorous documentation and can be maintained Act as a point of contact for analysis requests coming into the function
	Integrator specialist roles
	Triage, escalate and coordinate incidents Compile, QA, analyse data Use data to produce reports
	Security Risk and Assurance & Physical & Personnel roles
	Assist the Risk and Assurance lead in developing security policies, defining security controls, conducting system-level security risk assessments and undertaking control assurance activities.
	Project Support roles
	Support the Lateral Flow project manager in planning and delivery of the LF innovation.
	Data Scientist roles
	Deliver analytical product development across Testing, using statistical/data methods to generate insights Liaise with data engineers in bringing new views of data and datastreams to solve problems Work in an agile team delivering within sprint cycles
	Policy & Operations roles
	Support co-ordination of Test and Trace policy across other government departments, such as: DfE, HO, MoJ and MoD. Creating and maintain the Contact Tracing evidence base.
	Project Manager roles
	Deliver project plan for the ICO audit readiness work within JBC. Monitor and track process of tasks, keep RAID log, provide administrative support (set up meetings, take minutes, file documents etc).

	<p>The Services will form part of a large and complex programme to shape and deliver mass population testing across the UK. This will involve multiple workstreams and deliverables. MCF2 Lot 3 has been chosen for mass testing as it is deemed complex, multi-disciplinary, transformational and large scale with multiple workstreams and interdependencies.</p> <p>Supplier Personnel shall, under the control of Customer line managers, co-ordinate and report across the breadth of the specified work package and the wider Test and Trace programme of work.</p> <p>In addition to the Services set out in this section 2.1 and Call Off Schedule 2, the Supplier is also required to deliver, as part of the Services, the Key Performance Indicators listed below and detailed in Annex 1 to this Call Off Order Form:</p> <ul style="list-style-type: none"> • 99% of timesheet reports completed and submitted to the Buyer within five (5) Working Days of month end (or as agreed from time-to-time) detailing all billable work completed in the preceding month • 99% minimum accuracy across total invoices received (direct match between invoiced amounts and accompanying timesheets).
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The Individual workplans will be agreed with Customer line managers overseeing each team member.</p> <p>This Call-Off Contract will include the following Project Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> • the provisions of Transparency Reports; • the provision of a knowledge transfer plan. 						
	Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments

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:	Individuals must work with the Customer line manager overseeing the team to understand required reporting methods for contract performance and deliverables.
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:	██████████ – Supplier contract lead
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5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p> <p>Applied as per clause 28.2.</p> <p>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.</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

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):

Table of grades & rates:

	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 £1,492,800
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); As set out in Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): Professional Indemnity – £5m per claim and in the aggregate per annum Employers' liability – as required by law Third Party Public and Products Liability Insurance – £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: Consultants must ensure a proper handover of any ongoing responsibilities, supporting any permanent replacements so as to ensure minimum disruption to the operation of the team. All project work must be filed appropriately, and IT equipment returned to DHSC.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The Parties hereby agree that the Call Off Contract Charges payable in connection with the Services shall be deemed to be Commercially Sensitive Information.

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 shall apply.
10.4	ICT Policy: As per Department for Health and Social Care standard policy
10.6	Business Continuity & Disaster Recovery: Not Applied. Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be as N/A.
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: Department of Health and Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU Supplier's postal address: Oliver Wyman Limited, Baker Street, London,

	W1U 7EU											
10.10	Transparency Reports As set out in the table below (and Call Off Schedule 13 (Transparency Reports)): <table border="1"> <thead> <tr> <th>TITLE</th><th>CONTENT</th><th>FORMAT</th><th>FREQUENCY</th></tr> </thead> <tbody> <tr> <td>KPI Performance Report</td><td> <ul style="list-style-type: none"> Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above </td><td></td><td>Monthly</td></tr> </tbody> </table>				TITLE	CONTENT	FORMAT	FREQUENCY	KPI Performance Report	<ul style="list-style-type: none"> Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above 		Monthly
TITLE	CONTENT	FORMAT	FREQUENCY									
KPI Performance Report	<ul style="list-style-type: none"> Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above 		Monthly									
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) In Clause 36.3.2 of the Call Off Terms											
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: XXXXXXXXXX Email: XXXXXXXXXXXXXXXXXXXX For the Supplier: Name: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Email: XXXXXXXXXXXX											
Contract Reference:		CCCC21A68										
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 Customer is the Data Controller and the Supplier is the Data Processor of Personal Data under this Call Off Contract Agreement to the extent that there is any processing of Personal Data by the Supplier.										

Use of Personal Data (if any)		Managing the obligations under the Call Off Contract Agreement, including delivery of the Services.
Duration of the processing (if any)		For the duration of the Call Off Contract Agreement.
Nature and purposes of the processing (if any)		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		<p>There is no intention for the Supplier to process any Personal Data in connection with the Services. To the extent there is any processing by the Supplier as Data Processor, the type of Personal Data the Supplier could process includes the following:</p> <p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Job title or role</p>
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.


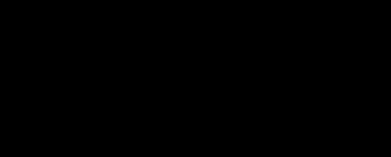
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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 Customer:

Name and Title	
Signature	
Date	24/05/21

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	26/04/2021

Annex 1 – Details of key performance indicators which are required to be delivered by Supplier as part of the Services listed in Section 2.1 of this Call Off Order Form

Key performance indicators

1. From the Commencement Date and during the Call Off Contract Term, the Supplier shall meet or exceed the following key performance indicators:

No.	Subsidiary Performance Indicator Title	Definition	Formula	A	B
1	On Time Timesheet Submission	99% of all timesheets detailing all billable work completed in the relevant KPI Measurement Period are completed and issued to the Customer On Time Where "On Time" means within five (5) Working Days of the end of the relevant KPI Measurement Period	$(A/B) \times 100$	Number of completed timesheets submitted On Time in the relevant KPI Measurement Period	Total number of completed timesheets submitted in the relevant KPI Measurement Period
2	Invoice Accuracy	99% of all invoices submitted to the Customer for payment in the relevant KPI Measurement Period are Accurate Where "Accurate" means that the amount specified in an invoice fully aligns to the supporting timesheets provided with such invoice(s).	$(A/B) \times 100$	Number of Accurate invoices submitted in the relevant KPI Measurement Period	Total number of invoices submitted in the relevant KPI Measurement Period

2. The Supplier shall measure performance against the key performance indicators on a monthly basis ("**KPI Measurement Period**"). Within 2 Working Days of the end of each month, the Supplier shall provide a report to the Customer which summarises the performance by the Supplier against each of the key performance indicators ("**KPI Performance Report**").
3. On a weekly basis the Supplier shall, at no additional cost to the Customer, provide a project report to the Customer setting out:
- a summary of resources utilised: activities completed and cost assigned in the relevant week;
 - a rolling forecast of resources required forthcoming 14 day period to enable the Customer to approve the anticipated costs;
 - all open and closed Actions;
 - all open and closed Risks and Issues;
 - Deliverables provided in the relevant week and any Deliverables scheduled to be delivered in that week which have not been delivered and the anticipated date for delivery;
 - Milestones achieved in the relevant week and any Milestones scheduled to be achieved in that week which have not been achieved and the anticipated date for achievement;
 - any proposed changes to the Project Plan;

Any errors or omissions in the report submissions identified in a report must be corrected by the Supplier within five (5) Working Days of the error/omission being identified.

4. The Supplier shall have processes and systems in place to ensure costs and pricing are managed appropriately during the Call Off Contract Term.