Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 Strategic 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	**Department of Health and Social Care ("CUSTOMER")**
To	**Oliver Wyman ("SUPPLIER")**
Date	**03 June 2020 ("DATE")**

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	**Commencement Date**: **03 June 2020**
1.2.	**Expiry Date**: End date of Initial Period: **30 June 2020** End date of Extension Period: **Not applicable** Minimum written notice to Supplier in respect of extension: **Not applicable**

2. SERVICES

2.1	**Services required**: In Annex 1 – Service Description

3. PROJECT PLAN

3.1.	**Project Plan**: In Annex 2 Proposal

4. CONTRACT PERFORMANCE

4.1.	**Standards**: Not applied
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 of Health and Social Care** Redacted in line with Section 40 of the FOIA [redacted] **Oliver Wyman** Redacted in line with Section 40 of the FOIA
5.2	**Relevant Convictions** (Clause 28.2 of the Call Off Terms): Not Applied

6. PAYMENT

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

Name & Position	Cost per day	No of days	
Redacted in line with Section 43 of the FOIA			

	Redacted in line with Section 43 of the FOIA
	Total Contract Price (Evaluation Price) £164,550.00
6.2	**Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payment in full on receipt of all deliverables and their acceptance by the Customer.
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)): Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. All invoices must be sent, quoting a valid purchase order number (PO Number), to: Redacted in
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 including any extensions.
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**: The sum of £164,550.00 (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): As per the Call off Terms and the Framework Agreement

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 (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
9.2	**Commercially Sensitive Information**: The Supplier's pricing shall be classed as commercially sensitive information.

10. OTHER CALL OFF REQUIREMENTS

10.1	**Recitals** (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: **22 May 2020** Recital D - date of receipt of Call Off Tender: **01 June 2020**

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
10.6	**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 **the duration of the contract.**
10.7	**NOT USED**
10.8	**Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms)
10.9	**Notices** (Clause 56.6 of the Call Off Terms): Customer's postal address: Department for Health and Social Care 39 Victoria Street, London England SW1H 0EU Email: Redacted in line with Section 40 of the FOIA Supplier's postal address: Oliver Wyman 55 Baker Street, London W1U 8EW Email: Redacted in line with Section 40 of the FOIA
10.10	**Transparency Reports** Non 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**:

	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** Not applicable
10.15	**Processing Data** Call Off Schedule 17 Customer Data Protection Officer Name: [redacted] Email: [redacted] Supplier Data Protection Officer Name: [redacted] Email: [redacted]
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 in line with Section 40 of the FOIA
Signature	Redacted in line with Section 40 of the FOIA
Date	6th June 2020

For and on behalf of the Customer:

Name and Title	Redacted in line with Section 40 of the FOIA
Signature	Redacted in line with Section 40 of the FOIA
Date	15/06/2020

Annex 1 – Service Description

1. Context

The Department of Health and Social Care (DHSC) is seeking a provider to develop a decision-making framework to systematically assess what procurement decisions should be made and when to secure supply of potential COVID-19 treatments.

Having effective COVID-19 treatments is an important part of the government's recovery plan. The UK Government and devolved administrations are working together to ensure that promising therapies to treat COVID-19 are progressed onto clinical trials quickly, and that patients have access to safe and effective medicines as soon as possible. In order to ensure that patients have access to effective medicines as soon as possible, it may be necessary to secure access to drugs based on early positive signs from trials. This could include procuring treatments at risk and/or strengthening UK manufacturing capacity.

A framework is needed to systematise the decision-making process for when stocks of potential treatments should be acquired in anticipation of a potential population rollout, and at what quantity and rate. This framework will need to draw on all available expertise and information and where appropriate use novel analytical techniques.

2. The government's approach to therapeutics

The government's approach to COVID-19 treatments has focused initially on exploring the effectiveness of drugs that are already licensed, as these are able to be used in large scale phase III clinical trials now. We are also developing a pipeline of more experimental drugs that may be promising but have not yet been trialled extensively, or at all. These are being prioritised so that we explore those that show most promise on review of known data and expert literature first, whilst continuing to search for other possible candidates. These drugs will be considered for smaller, phase II trials but with the ability to roll them into larger trials at pace if there are strong positive results. It is expected that the decision-making framework will draw on evidence from treatments at stage II and III clinical trials and assess how this evidence should feed into procurement decisions.

The UK's search for COVID-19 treatments is being informed by clinical trial results from other countries and, where appropriate, we are participating in international trials. The decision-making framework should give due consideration to early evidence from international trials, as well as those taking place in the UK.

3. The requirement

The principle requirement is a framework that will inform recommendations to ministers on the procurement and manufacture of drugs for the treatment of COVID-19, potentially incurring significant expenditure at risk. This decision-making framework will be used

alongside the clinical expertise already available to the department such as the Chief Medical Officer (CMO) and Deputy Chief Medical Officer's (DCMO) assessment of treatments data.

The minimum requirements for the development of the framework are listed below. Suppliers are invited to offer innovative proposals in addressing these requirements.

Essential requirements of the framework:

- A robust methodology that systematically informs decision making on:
    - which treatments should be procured and when;
    - the quantity of each treatment that should be procured and the rate it should be procured at; and
    - when to divest acquired treatments.
- Consideration of relevant inputs to enable early decisions on the procurement of potential treatments, recognising the importance of timing when supply is limited;
- Comparison and prioritisation between treatments of different types, directed at different parts of the patient journey and with varying evidence bases. For example, treatments in scope include all anti-virals, anti-inflammatory/ immunomodulatory, cell-based therapies and all other treatments;
- A discrete product that can be handed over to DHSC officials to inform evidence-led recommendations to ministers, including compatibility with DHSC analytical software.

In addition, we have identified some additional elements that would be desirable:

- Proposals using decision-making approaches such as Bayesian decision making theory or game theory; and
- Proposals that will inform recommendations about the use of UK manufacturing to ensure sufficient supply of particular treatments.

We will work with the selected supplier to ensure access to necessary assumptions and information such as early trial results and expect the supplier to work closely with DHSC officials to ensure the framework complements existing processes and analysis. The expectation is that the provider will work closely with NHS England and NHS Improvement, MHRA and NICE to align with the methodology of their 'research to access pathway'.

Timings

It is expected that the framework will be operational by **Friday 19th June** at the latest, with a functional version sooner being highly desirable.

Further information to consider

Factors that the framework may want to consider include, but are not limited to:

- Emerging evidence from trials (UK and international)
- Value for money
- Assumptions on patient flows and current patient journeys (from Reasonable Worst-Case Scenario modelling)
- Evidence on disease progression
- Trial protocols and aims

- Status of supply
- Target population volume
- Business as usual use of repurposed treatments
- DHSC analysis

Annex 2 – Proposal