

Provision of Community Testing Surge Resource To

Department of Health and Social Care

From

Ernst and Young LLP

Contract Reference: CCCC21A45

Test & Trace Legal Document control

Document Title	MCF2 call off form template
Key contacts	REDACTION
	REDACTION
	REDACTION
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Hyperlink to legal team location	REDACTION
Notes (if any)	REDACTION

Test & Trace Legal Version Control

Version	Author of version	Date	Amendments made (in brief)
1	REDACTION	REDACTION	REDACTION
2	REDACTION	REDACTION	REDACTION
3	REDACTION	REDACTION	REDACTION

Crown Commercial Service

Call Off Order Form for Management Consultancy Service

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 Community Testing Surge Resource 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")
То	Ernst and Young LLP of 1 More London Place London SE1 2AF
	("SUPPLIER")
Date	01 March 2021
	("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: 01 March 2021
1.2.	Call Off Expiry Date:
	End date of Call Off Initial Period: 30 June 2021
	End date of Call Off Extension Period: Not used
	Minimum written notice to Supplier in respect of extension: 1 week

2. SERVICES

2.1. Services required:

Required Resources and Deliverables

- 1.1. The Supplier will provide the required roles and services under the contract term.
- 1.2. As part of a staged approach to their workforce plan, the Customer requires a five days' notice period to allow the Customer to replace the Supplier's resources with alternative resources, where the Customer identifies these.
- 1.3. The exit plan for resources will include a 5-day handover period for any replacements while any individual (resource) is still within contract and a further 5 days handover agreement in the 2 weeks directly following the individual's contract ending to ensure continuity and knowledge transfer is fully completed.
- 1.4. The Supplier will be required to work with the Customer to develop the contractual exit plan for the replacement of resources, to reduce demand and to move towards a more sustainable resourcing profile.
- 1.5. Key Individuals, as named in the contract, will not be changed for another resource by the Supplier without prior written agreement with the Contracting Authority.
- 1.6. The Supplier will provide support across four key work streams:

1. Regional Engagement Team

The Supplier will provide capacity within the team, to cover each of the 9 regions. The Supplier will supporting and review the Local Authorities (LA) proposal submission stage, engagement with LAs and supporting the regional conveners in their efforts to deliver the Community Testing Programme and ensuring all relevant information is cascaded.

2. Ops Fulfilment

The Supplier will support the operational delivery of the Community Testing Programme (CTP) – providing capacity to triage incoming queries, analyse queries and respond quickly through FAQs or sourcing appropriate Subject Matter Resource. Collation of themes and common concerns will be raised and lessons learned will be developed to ensure information is dissipated. This will include the working in shift patterns to mirror that of military personnel.

3. Chief of Staff

The Supplier will support the team in the creation of an appropriate secretariat and governance process to support the delivery of the CTP. The Supplier will triage and respond to queries, stand up effective governance and move to a proactive way of working within the PMO.

4. Commercial

Provide support to the commercial work stream on CTP through the provision of commercial and finance resources provide capacity and skills to the overall funding requirements for the programme.

Reporting and Monitoring

- 1.7. **Daily:** The Supplier and their resources will work embedded within the community testing, directly with Senior Civil Servants (SCS), to monitor progress and performance and to ensure outcomes are delivered.
- 1.8. **Weekly:** The Supplier's resources will undertake formal one-to-ones with the Supplier's engagement Director and/or Partner(s) and the Contracting Authority's

Role	Rate	Units required	Total
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Supplier Discount REDACTION		REDACTION
Supplier Total		£1,419,252

As may be further set out in Call Off Schedule 2 (Services).

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 community testing as it is deemed complex, multidisciplinary, transformational and large scale with multiple workstreams and interdependencies.

The Supplier shall co-ordinate and report across the breadth of the specified work package and the wider Test and Trace programme of work, ensuring interdependencies are considered at the work package and programme levels.

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:

- **REDACTION** of timesheet reports completed and submitted to the Buyer within **REDACTION** Working Days of month end detailing all billable work completed in the preceding month, or to an alternative frequency as otherwise agreed during the Contract Term between the Customer and the Supplier.
- REDACTION minimum accuracy across total invoices received (direct match between invoiced amounts and accompanying timesheets).

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:

- the provisions of Transparency Reports;
- the provision of a knowledge transfer plan.

Mileston e	Deliverab les	Durati on	Milestone Date	Customer Responsibi lities	Milestone Payments	Delay Payments
Project Plan Delivered	An Approved Project Plan per work package (to include all Deliverabl es and Milestone s)	Contra ct Term	Within REDACTIO N Working Days of Call Off Contract Commence ment	To be agreed between the Parties following contract commence ment as required	To be agreed between the Parties following contract commence ment as required	To be agreed between the Parties following contract commencement as required
Knowledg e Transfer Complete	A knowledg e transfer plan in accordan ce with paragraph 13 of Call Off Schedule 9 (Exit Managem ent) as varied by section 8.4 of this Order Form	Contra ct Term	Within REDACTIO N Working Days of Call Off Contract Commence ment	To be agreed between the Parties following contract commence ment as required	To be agreed between the Parties following contract commence ment as required]	To be agreed between the Parties following contract commenc ement as required
Transpar ency Reports	As set out in section 10.10 below	Contra ct Term	As set out in section 10.10 below	As set out in section 10.10 below	As set out in section 10.10 below	As set out in section 10.10 below

Management Consultancy Framework Two (MCF2) - RM6008 Contract Reference: CCC21A45 Framework Schedule 4 – Template Call Off Order Form

Attachment 5a

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4. CONTRACT PERFORMANCE

4.1.	Standards: As defined in the Call Off Terms and this Call Off Order Form
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

Key Personnel:

For the Customer:



For the Supplier:

There is an agreement for key Supplier personnel listed below, that these individuals will not be swapped out by the Supplier for another consultant without prior agreement with the Customer, as this would pose a significant risk to Community Testing.

- REDACTION

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

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

Contracted services will be provided at up to a maximum of £1,419,252 including all expenses but excluding VAT

Table of grades & rates:

Role	Rate	Units required	Total
Charged days			
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Supplier Total		£1,419,252	

6.2 Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):

Monthly in arrears

In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

Submitted invoices must be accompanied by supporting information including:

- 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.

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.

Invoice payments will be approved upon satisfactory delivery of the agreed Key Performance Indicator targets set out in Annex 1 to this Call Off Order Form and (in respect of the period of [x] 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

Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):

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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

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 to this contract term

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 Call Off Contract Charges:

The sum of £1,419,252.00 excluding VAT

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 (£5,000,000.00) per claim and in the aggregate per annum

Employers' liability - as required by law

Third Party Public and Products Liability Insurance – £5m (£5,000,000.00) 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, at its own cost and expense:
- 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.
- 13.3.2 provide no less than 40 hours of dedicated resource time from Supplier Personnel who were actively engaged in the provision of the Services to carry out the knowledge transfer activities set out in the knowledge transfer plan. This cost will be absorbed by the Supplier at the time of contract expiry.

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 Commercial Rates (Day Rates) for the resources (Pricing of the Services)
	The Supplier's Offered Discounts (Pricing of the Services)

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	

	Short form security conditions of contra	requirements, as indicated in Soct.	chedule 7 of t	he RM6008 terms and	
10.4	ICT Policy:				
	As per Department	for Health and Social Care stan	dard policy		
10.6	Business Continu	ity & Disaster Recovery:			
	In Call Off Schedule	e 8 (Business Continuity and Dis	saster Recove	ery)	
		f the definition of "Disaster" in nall be as defined in the BCDR F		nedule 1 (Definitions)	the
10.7	NOT USED				
10.8	Protection of Cust	comer Data (Clause 35.2.3 of the	e Call Off Ter	ms):	
	Not Applicable				
10.9	Notices (Clause 56	6.6 of the Call Off Terms):			
	Customer's postal a	address:			
	Department of Hea	alth and Social Care,			
	39 Victoria Street,				
	Westminster,				
	London,				
	SW1H 0EU				
	Supplier's postal ac	dress and email address:			
	Ernst & Young LLP				
	1 More London Pla	ce			
	London				
	SE1 2AF				
	REDACTION				
10.10	Transparency Rep	orts			
	As set out in the tak	ole below (and Call Off Schedule	e 13 (Transpa	rency Reports)):	
	TITLE	CONTENT	FORMAT	FREQUENCY	
	Project Progress & Deliverables Report	A summary of resource utilised: activities completed and cost	Excel or Word	REDACTION	

		assigned in the week
		completed;
		A rolling REDACTION
		week forecast of resource
		required
		Overview of all open and lead actions
		closed actions
		Overview of open and closed risks and issues
		Deliverables provided
		and Milestones
		completed/achieved in
		the relevant week
		Anticipated delays to
		delivery of Milestones and Deliverables
	KPI	Outlining the Supplier's REDACTION
	Performance Report	performance against the key performance
	Keport	key performance indicators referred to in
		section 2.1 above
10.11	Alternative and/or	Additional Clauses from Call Off Schedule 14 and if required, any
10.11		ive pricing mechanism:
	Not applicable	
10.12	Call Off Tender:	
	Not Applicable to D	irect Award Process
10.13	Publicity and Brar	nding (Clause 36.3.2 of the Call Off Terms)
	Not applicable	
10.14		
		10 List of Notified Sub Contractors (Call Off Tondor)
	Annex to Schedule	10, List of Notified Sub-Contractors (Call Off Tender).
10.15		
10.15	Processing Data	
	Call Off Schedule 1	7
	CUSTOMER	
	Name: REDACTIO	N
	Email: REDACTION	4
	SUPPLIER	
	Name: REDACTIO	N
L	<u> </u>	

Management Consultancy Framework Two (MCF2) - RM6008 Contract Reference: CCC21A45 Framework Schedule 4 – Template Call Off Order Form Attachment 5a © Crown copyright 2018

Contract Reference:	CCCC21A45
Date:	01 March 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.
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
	Job title or role
	Compensation
	Tenure Information
	Qualifications or Certifications
	Nationality
	Education & training history
	Previous work history

		References and referee details	
		Driving license details	
		National insurance number	
		Bank statements	
		Utility bills	
		Job title or role	
		Job application details	
		Start date	
		End date & reason for termination	
		Contract type	
		Compensation data	
		Photographic Facial Image	
		Biometric data	
		Birth certificates	
Categories of Data Subject		Employees and contractors of the	
		Customer.	
10.16	MOD DEFCONs and DEFFORM		
	Call Off Schedule 15		
	Not applicable		
10.16	Call Off Schedule 15		

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	REDACTION
Signature	REDACTION
Date	

For and on behalf of the Customer:

Name and Title	REDACTION
Signature	REDACTION
Date	

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	В
1	On Time Timesheet Submission	REDACTION 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	REDACTIO N	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	REDACTION of all invoices submitted to the Customer for payment tin the relevant KPI Measurement Period are Accurate	REDACTIO N	Number of Accurate invoices submitted in the relevant KPI Measurement Period	Total number of invoices submitted in the relevant KPI Measurement Period
		Where "Accurate" means that the amount specified in an invoice fully aligns to the supporting timesheets provided with such invoice(s).			

- 2. The Supplier shall measure performance against the key performance indicators on a **REDACTION** basis ("**KPI Measurement Period**"). Within **REDACTION** 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 **REDACTION** 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;
 - b. a rolling forecast of resources required forthcoming **REDACTION** day period to enable the Customer to approve the anticipated costs;
 - c. all open and closed Actions;
 - d. all open and closed Risks and Issues;
 - e. 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:
 - f. 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;
 - g. 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 REDACTION 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 and will ensure that an effective mix of the grades are assigned to a project team and managed during the Call Off Contract Term to deliver best value for money for the Customer.