

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 T&T Service Delivery and Operations – Contact Centre Performance 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	<input type="checkbox"/> To be confirmed by customer
From	Department of Health and Social Care ("CUSTOMER")
To	Ember Group Limited ("SUPPLIER")
Date	09/11/2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 09/11/2020
1.2.	Expiry Date: End date of Initial Period: 20/11/2020 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 Call Off Schedule 2 (Services)	The Contracting Authority require the appointment of consultancy firm Ember Group Limited to provide insights into the continuous improvement of contact centre services. This is a discovery piece based on specific areas identified by the governments' mission critical T&T Operations. As per the specification of the Framework Agreement RM6008.
-----	--	--

		Workstream	Key Activities
		Contact Centre & Performance	Review estate config / performance data - where are you today Review providers agreements - what's been bought Review any planned changes - what's in flight Baseline the performance - productivity, outcomes Identify outliers - test why Identify barriers to success (global & provider) - what's getting in the way Redefine performance targets - define where we need to be Build improvement plans
		Contact Strategy and Optimisation	Review the current contact journey - build on the HL briefing shared already Review any planned changes - what's in flight Review any analysis by demographic - identify behaviour/trends Review data to show happy/unhappy paths followed - what do we need to shift Review non productive contacts (waste) and productive contacts - how do we improve this Review the current channels and technology supporting them (e.g. dialler, routing), including capability/configuration/capacity - fit for purpose? Being used optimally? Review scheduling tools/capability - any gaps? Review core systems (e.g. CTAS, agent tools etc.) and data held/available - can we these drive outcomes? Review any automation - what's in use, what could be used?
		Optimise the Operating Model	Review Capacity Planning - what it needs to deliver (forecast) Review KPI & performance criteria - are you looking at the right things Identify what could be done differently - channels, routing, contact handling etc Provider governance - how to improve the provider management Develop updated provider requirement - feed into planned RFP
		Governance	Liaise with NHS TTT change / project team Provide advise on any changes that are planned for the contact centre, providers or the contact during the discovery timeline

3. PROJECT PLAN

3.1.	Project Plan:	Not applicable.

4. CONTRACT PERFORMANCE

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

	Not applied	
4.5	Period for providing Rectification Plan:	Not applicable.

5. PERSONNEL

5.1	Key Personnel:	REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):	No Relevant Conviction(s) should apply to this Call Off Contract.

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	The Total Contract Value is up to a maximum £54,275.00 excluding VAT. REDACTED
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	The method will be BACS Monthly in arrears
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
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	2 weeks
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	Not permitted.

	of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	
--	---	--

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ 54,275.00 ex VAT	The sum of £54,275 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):	As per clause 38.3 of the Call Off Terms

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 proposal and pricing shall be classed as commercially sensitive information, plus Supplier's

		Personal Data and Supplier Background Intellectual Property Rights.
--	--	--

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.
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):	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: Ember Group Limited, 60 Trafalgar Square,

		London, WC2N 5DS info@embergroup.co.uk
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)	Not Applicable
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:	The Supplier cannot and will not give medical, regulatory, accounting, public health or legal advice. The Customer must consider this context and secure appropriate advice prior to it making any decisions in connection with the Services.
10.12	Call Off Tender: In Schedule 16 (Call Off Tender)	In Schedule 16 (Call Off Tender) The Contract has been awarded to the specification of the Framework
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).	Not applicable
10.15	Processing Data Call Off Schedule 17	Not applicable
Contract Reference:		Not applicable
Date:		Not applicable
Description of Authorized 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 Names Job Title Compensation Tenure InformationQualifications or Certificate Nationality Education & training history Previous work history Personal Interests 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 IP Address Details of physical and psychological health condition Next of kin & emergency contact details Record of absence, time tracking & annual																						
	Categories of Data Subject																							
10.16	MOD DEFCONs and DEFFORM	<i>Not applicable</i>																						
	Call Off Schedule 15																							
<p>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</p> <p>DEFCONs</p> <table border="1"> <thead> <tr> <th>DEFCON No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>DEFFORMs</p> <table border="1"> <thead> <tr> <th>DEFFORM No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>				DEFCON No	Version	Description													DEFFORM No	Version	Description			
DEFCON No	Version	Description																						
DEFFORM No	Version	Description																						

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	

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	