



**Crown
Commercial
Service**

**Provision of Contact Centre Expertise to Trace
National Operations**

To

Department of Health and Social Care

From

Davies Group

Contract Reference: WP1657

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")
To	Davies Consulting and Managed Services Limited 6786292 of 7th Floor 1 Minister Court, Mincing Lane, London, England, EC3R 7AA ("SUPPLIER") [REDACTED]
Date	28 th April 2021

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: 6 th May 2021
1.2.	Call Off Expiry Date: 30 th July 2021

2. SERVICES

2.1.	<p>Services required:</p> <p>The group of resources required under this contract are to provide support to the existing Trace team by providing support to the new processes to manage International Arrivals when the borders open on 17 May 2021 and for the implementation of the new Integrated Trace Solution on 21 June 2021.</p> <p>The four groups of roles for delivering these services are:</p> <p>Business Analysis team: Operational business analysts are required to work with the contact centre operational teams, central programme product owners and build squads to validate requirements and design as part of the sprint deliveries ensuring parity with current legacy operational processes. This team will also be supporting the development of requirements where there is insufficient detail, assessing operational workarounds needed to support accelerated delivery timescales where the business may have to live with limitations or constraints until a later date/release. Working closely with the UAT team to help shape test scenarios, and triage requirements and build operational processes, procedures to support day one of the new operation running on the new platform. The current build programme has been using the current legacy platform to replicate the core business processes onto a new salesforce workflow system as part of delivering minimal process parity for Day1. Additional complexity exists in how the platform operates with AWS connect which will be used for the outbound telephony contact centre solutions and therefore expertise with both these platforms is essential.</p> <p>User Acceptance Testing: UAT team required to work with the national operational team and current contact centre supplier UAT teams. Need to define a test plan for each of the planned six releases, write test scenarios, execute the tests, triage defects, and ensure each release is in line with current operational processes and accepted for go-live as current processes are cut across from the legacy platform to the target platform as a parallel run during the transition. Again, as per above expertise on salesforce and contact centre telephony platforms especially testing work queues, prioritisation and dialler rules would be essential.</p> <p>PMO: Need to support the business integration team with strong PMO resource that can work across JIRA, confluence to track and manage defects. Tracking workarounds, risks, issues, dependencies and delivery milestones. Creating dashboards for each of the releases including ones for UAT testing, defect tracking our business go-live readiness. Helping shape and track the new service improvement demand backlog for future releases.</p> <p>Business Integration team/leads: A number of strong business integration leads are needed that have significant operational experience to hit the ground running quickly and have led complex change into contact centres. They need to be very hands on and understand the complexities of ensuring clarity over the current and end state service design and how the new platform will be integrated into the outsourced providers organisations and to be used by its agents. These leads will be working with the BA team to design and build the national operational processes to</p>
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	<p>oversee and run the national operations across the contact centre. They will need to work with the central programme</p> <p>The number of roles are listed below:</p> <table> <tr> <td>Grade 7</td><td>Business Analyst - Integrated Trace Solution</td></tr> <tr> <td>Grade 7</td><td>Business Analyst - Integrated Trace Solution</td></tr> <tr> <td>Grade 6</td><td>UAT Manager - Integrated Trace Solution/UAT</td></tr> <tr> <td>Grade 7</td><td>UAT Tester - Integrated Trace Solution/UAT</td></tr> <tr> <td>SEO</td><td>PMO Integrated Trace Solution</td></tr> <tr> <td>Grade 6</td><td>Snr Ops Change Lead - Integrated Trace Solution</td></tr> <tr> <td>Grade 7</td><td>Business Analyst - Integrated Trace Solution/Operations</td></tr> <tr> <td>Grade 6</td><td>Snr Programme Manager/Bus Integ Lead - Integrated Trace Solution</td></tr> <tr> <td>SEO PMO</td><td>Isolation Assurance Compliance/International Travel</td></tr> <tr> <td>Grade 6</td><td>Snr Business Integration Lead - Isolation Assurance Compliance/Int.Travel</td></tr> <tr> <td>SEO</td><td>Business Analyst - Isolation Assurance Compliance</td></tr> </table>	Grade 7	Business Analyst - Integrated Trace Solution	Grade 7	Business Analyst - Integrated Trace Solution	Grade 6	UAT Manager - Integrated Trace Solution/UAT	Grade 7	UAT Tester - Integrated Trace Solution/UAT	SEO	PMO Integrated Trace Solution	Grade 6	Snr Ops Change Lead - Integrated Trace Solution	Grade 7	Business Analyst - Integrated Trace Solution/Operations	Grade 6	Snr Programme Manager/Bus Integ Lead - Integrated Trace Solution	SEO PMO	Isolation Assurance Compliance/International Travel	Grade 6	Snr Business Integration Lead - Isolation Assurance Compliance/Int.Travel	SEO	Business Analyst - Isolation Assurance Compliance
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 10 Working Days from the Call Off Commencement Date.</p> <p>The Project Plan shall include the Knowledge Transfer Plan as set out at 8.4.</p>

4. CONTRACT PERFORMANCE

4.1.	Standards: As defined in the Call Off Terms
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>The Supplier shall provide weekly reports that include as a minimum:</p> <ul style="list-style-type: none"> - Progress against the Project Plan and Knowledge Transfer Plan; - Timesheets for each individual; - Progress by each role and each of the four teams/ role groups described at 2.1; - RAID;

	<ul style="list-style-type: none"> - Any other material information pertinent to the delivery of the Services and/ or reasonably requested by the Customer. <p>The report shall be agreed by a DHSC representative within two (2) Working Days.</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> <p>See 6.1</p>
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>

6. PAYMENT

6.1

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

A maximum of five (5) Working Days' notice shall be provided to the Supplier for any/ all individuals' end dates to be sooner that set out below. In such circumstances, those individuals shall provided a full knowledge transfer as reasonably required by the Customer, according to the Services set out in 2.1, and the Project Plan including Knowledge Transfer Plan.

The supplier must also obtain written acceptance from the DHSC Contract Lead prior to any change of resource being provided under this contract.

Table of grades & rates:

DHSC Grade	Role	Daily Rate	Units required (days)
██████	Business Analyst - Integrated Trace Solution	██████	██
██████	Business Analyst - Integrated Trace Solution	██████	██
██████	UAT Manager - Integrated Trace Solution/UAT	██████	██

		Senior Bus Integration Lead – isolation Assurance Compliance / International travel		
		UAT Tester - Integrated Trace Solution/UAT		
		PMO Integrated Trace Solution		
		Isolation Assurance Compliance/International Travel		
		Business Analyst - Integrated Trace Solution/Operations		
		Snr Ops Change Lead - Integrated Trace Solution		
		Snr Programme Manager/Bus Integ Lead - Integrated Trace Solution		
		Business Analyst - Isolation Assurance Compliance		
		Total excluding VAT	£929,030	
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Monthly in arrears, according to invoices that must be accompanied by supporting information including: <ul style="list-style-type: none"> completed timesheets for amounts set out in the relevant invoice; aggregation of DHSC-approved Weekly Reports as described at 4.4; and such other information as the Customer (acting reasonably) may require in order to verify the invoiced amounts. 			
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)): <div style="background-color: black; height: 15px; width: 100%; margin-top: 5px;"></div> Payment and Invoicing			

	39 Victoria Street Westminster London SW1H 0EU
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
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: N/A
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: A maximum of £929,030.00 Excluding VAT as set out in 6.1
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	<p>Exit Management:</p> <p>In Call Off Schedule 9 (Exit Management), which shall be amended as follows:</p> <p>The following new paragraph 13 will be added:</p> <p>13.1 The Supplier will produce and submit to the Customer a Knowledge Transfer Plan (as part of the Project Plan described at 3.1) within 23 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:</p> <ul style="list-style-type: none"> • 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) <p>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.</p> <p>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:</p> <p>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.</p>

9. SUPPLIER INFORMATION

9.1	<p>Supplier's inspection of Sites, Customer Property and Customer Assets:</p> <p>Not applicable</p>
9.2	<p>Commercially Sensitive Information:</p> <p>The supplier's Commercially Sensitive Information and the duration for which it should be confidential is:</p> <ul style="list-style-type: none"> • Davies Group Applicable Rate Card

	<ul style="list-style-type: none"> • Total price (when accompanied by grade and effort) <p>Notwithstanding the designation of any such information as Commercially Sensitive Information, if the information would not be exempt under Freedom of Information Act or the Environment Information Regulations the Customer may publish it under Clause 35.4.8 (Transparency and Freedom of Information).</p>
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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: Select short form security requirement shall apply. All supplier personnel will be required to obtain BPSS security clearance.
10.4	ICT Policy: As per Department for Health and Social Care standard policy
10.6	Business Continuity & Disaster Recovery: Not Applied
10.7	NOT USED
10.8	Protection of Customer Data In clause 35.2.3 of the Call Off Terms
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: Davies Consulting and Managed Services Limited 7th Floor 1 Minister Court Mincing Lane

	London, England EC3R 7AA 						
10.10	Transparency Reports N/A						
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 Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).						
10.15	Processing Data Name: Email: Name: Email:						
<table border="1"> <thead> <tr> <th>Description Of Authorised Processing</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Identity of the Controller and Processor</td> <td>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.</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including delivery of the Services.</td> </tr> </tbody> </table>		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.
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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	
Categories of Data Subject		Employees and contractors of the Customer.	
10.16	MOD DEFCONs and DEFFORM		
	Call Off Schedule 15		
	Not applicable		


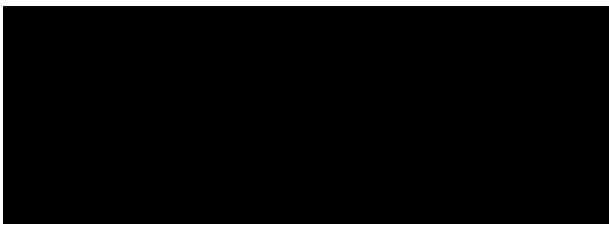
FORMATION OF CALL OFF CONTRACT

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 Supplier:

Name and Title	
Signature	
Date	12 th May 2021

For and on behalf of the Customer:

Name and Title	 
Signature	
Date	14/05/21