

**Crown Commercial Service**

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**Call Off Order Form for Management Consultancy Services:**

**THE PROVISION OF TEST & TRACE SERVICE DELIVERY AND OPERATIONS –  
CONTACT CENTRE PERFORMANCE**

**TO**

**THE DEPARTMENT OF HEALTH & SOCIAL CARE (DHSC)**

**FROM**

**EMBER GROUP LIMITED**

**CONTRACT REFERENCE: CCCC20B94**

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## **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 Test & Trace 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	<b>CCCC20B94</b>
From	<b>The Department of Health &amp; Social Care (DHSC)</b> <b>("CUSTOMER")</b>
To	<b>Ember Group Limited</b> <b>("SUPPLIER")</b>
Date	<b>17/11/2020</b> <b>("DATE")</b>

##### **SECTION B**

#### **1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 17/11/2020
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: 14/12/2020  Minimum written notice to Supplier in respect of extension: Not applicable

#### **2. SERVICES**

<b>2.1</b>	<b>Services required:</b>  In Call Off Schedule 2 (Services)  Refer to Annex 1 of this Call Off Order Form.
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### 3. PROJECT PLAN

3.1.	<b>Project Plan:</b> Not applied.					
<b>Milestone</b>	<b>Deliverables</b>	<b>Duration</b>	<b>Milestone Date</b>	<b>Customer Responsibilities</b>	<b>Milestone Payments</b>	<b>Delay Payments</b>
Not applied.						

### 4. CONTRACT PERFORMANCE

4.1.	<b>Standards:</b>	Not applied.
4.2	<b>Service Levels/Service Credits:</b> Not applied	Not applied.
4.3	<b>Critical Service Level Failure:</b> Not applied	Not applied.
4.4	<b>Performance Monitoring:</b> Not applied	Not applied.
4.5	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms.	

### 5. PERSONNEL

5.1	<b>Key Personnel:</b> [REDACTED]
5.2	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Not applied.

### 6. PAYMENT

6.1	<b>Call Off Contract Charges</b> (including any applied discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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	[REDATED]
<b>6.2</b>	<b>Payment terms/profile</b> (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)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Recharged at cost where applicable – however as the work is being delivered remotely, these are anticipated to be minimal/zero
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): tandt.sbs@nhs.net Payment and Invoicing 39 Victoria Street Westminster London SW1H 0EU
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For duration of Call Off.
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not permitted.
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not permitted.

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> For the avoidance of doubt, the total contract value shall not exceed a total of £183,350 (excluding VAT).
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): Not applied.

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (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.
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The Supplier's proposal and pricing shall be classed as commercially sensitive information, plus Supplier's Personal Data and Supplier Background Intellectual Property Rights.  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).

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
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<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements. The Customer requires the Supplier to ensure that any person employed in the provision of the Services has BPSS Security Clearance. The Supplier shall ensure that no person who does not have such clearance is employed or engaged in the provision of any part of the Services.
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied.
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: 39 Victoria Street Westminster London SW1H 0EU [REDACTED]  Supplier's postal address and email address: 7th Floor, One Minster Court, Mincing Ln., London EC3R 7AA [REDACTED]
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)

TITLE		CONTENT	FORMAT	FREQUENCY
Not applied.				
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applied			
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)			
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).			
10.15	Processing Data Call Off Schedule 17  Customer Data Protection Officer [REDACTED]  Supplier Data Protection Officer [REDACTED]			
Contract Reference:			CCCC20B94	
Date:			09/11/2020	
Description Of Authorised 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			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 Worplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure Information Qualifications or Certifications 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	



		<p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time Testing &amp; annual I</p>	
	Categories of Data Subject	Employees and contractors of the Customer.	
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>  Call Off Schedule 15 (not applied)		
	<b>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</b>  DEFCONs Not applied  DEFFORMs Not applied		

## **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:**

**[REDACTED]**

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**For and on behalf of the Customer:**

**[REDACTED]**

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## Services Required

Workstream	Key Activities	Outputs
Program Director	<ol style="list-style-type: none"> <li>1. Provision of SME input across all workstreams</li> <li>2. Orchestration of the outputs from all workstreams to feed into implementation plans</li> <li>3. Identification of the contracting principles required for future contract provisioning</li> <li>4. Design of the outsource partner governance framework &amp; tools required to drive enhanced outcome performance from the estate</li> </ol>	<ol style="list-style-type: none"> <li>1. Operational and Commercial industry experience to oversee all workstreams</li> <li>2. Co-ordinated production of recommendations for implementation in agreement with Trace</li> <li>3. Suggest principles to consider for future contracting activity</li> <li>4. Documented governance methodology to include roles, responsibilities, and relevant tools required to effectively manage and drive performance of outsource partners</li> <li>5. Outsource Supplier Toolkit - reporting and tools to be used to drive enhanced outcome performance culture with outsource partners</li> </ol>
Command & Control	<ol style="list-style-type: none"> <li>1. Rebuild of new KPI set focused on operational call centre performance</li> <li>2. Creation of new operational performance targets</li> <li>3. Creation of new operational performance reports (Minimum viable product relating to basic WFM planning and agent-level performance reporting)</li> <li>4. Automation of operational performance report production</li> </ol>	<ol style="list-style-type: none"> <li>1. Enhanced KPI set to support performance management</li> <li>2. Refreshed targets against which to measure performance</li> <li>3. Automation of basic WFM report production</li> </ol>
Operational Performance	<ol style="list-style-type: none"> <li>1. Identification of the key roles and functions that need to be established within the Trace operation to support implementation of the recovery plans</li> <li>2. Implementation of operational performance enhancement recommendations</li> </ol>	<ol style="list-style-type: none"> <li>1. Confirmed blueprint for the operational roles and functions required within Trace</li> <li>2. Improved operational performance vs KPI set</li> <li>3. Impact evaluation of key recommendations</li> <li>4. Effective implementation of the agreed interventions into operations</li> </ol>
Digital Capability	<ol style="list-style-type: none"> <li>1. SME input to support with the implementation and piloting of digital contact enhancements</li> <li>2. Development of a blueprint for an enhanced contact strategy</li> </ol>	<ol style="list-style-type: none"> <li>1. Tactical recommendations for digital contact enhancement that will improve Index/Contact rates</li> <li>2. Defined digital model to migrate to as part of next phase enhancement</li> </ol>