



Crown  
Commercial  
Service

**PROVISION OF LEADERSHIP FOR DELIVERY  
CHANNELS – WP1042**

**To**

**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**From**

**SERCO LIMITED**

**Contract Reference: CCCC21A85**

**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")  [REDACTED] [REDACTED] [REDACTED] [REDACTED]
To	("SUPPLIER")  [REDACTED]  Serco Limited 19 Bridge Road, Haywards Heath, RH16 1UA  [REDACTED]
Date	4 <sup>th</sup> May 2020  ("DATE")

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

1.1.	Call Off Commencement Date: Monday 4 <sup>th</sup> May 2020
1.2.	Call Off Expiry Date:  End date of Call Off Initial Period: Monday 31 <sup>st</sup> May 2021  No option to extend

## 2. SERVICES

2.1.	<p><b>Services required:</b></p> <p><b>Overall Objective:</b> <i>To manage the overall Home Test Kit delivery business on behalf of DHSC (or future owning government entity)</i></p> <p><b>Summary Accountabilities:</b></p> <ul style="list-style-type: none"> <li>• <i>Operational delivery of Home Test Kit solutions (end to end)</i></li> <li>• <i>Transition to target operating model</i></li> <li>• <i>Management Information and Communication – Performance / Change / Issues</i></li> <li>• <i>3<sup>rd</sup> party supplier management</i></li> <li>• <i>Overall programme leadership as part of SMT</i></li> </ul> <p><b>Role Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• <b>Operational Management</b> - <i>Act as the <b>managing client for the programme</b>, driving the following operational activities through the respective 3<sup>rd</sup> parties:</i> <ul style="list-style-type: none"> <li>○ <i>Management of capacity to meet varying demand levels for home testing as directed by the programme strategy (being agile to changing demand and focus – e.g. track and trace etc..)</i></li> <li>○ <i>Management of the consumption signal coming from the digital application process</i></li> <li>○ <i>Acting as a key ‘customer’ of the sourcing and supply of antigen test kit through the central programme supply function</i></li> <li>○ <i>Management of the warehousing and fulfilment capability</i></li> <li>○ <i>Management of the return journey for the kits (courier / royal mail etc..)</i></li> <li>○ <i>Acting as a key ‘customer’ of labs capacity, working with the wider programme to inform lab capacity requirements</i></li> </ul> </li> <li>• <b>Continuous Improvement</b> – <i>Actively gather insights and drive improvement in all aspects of the HTK with specific focus on:</i> <ul style="list-style-type: none"> <li>○ <i>Understanding user feedback (quant and qual) and driving subsequent solution improvements</i></li> <li>○ <i>Drive the continuous improvement of the service through controlled piloting and deployment of Operational Excellence resources across HTK solution</i></li> <li>○ <i>Drive improvements in the Digital Experience by engaging with the User Experience function and directly with the various digital solution owners</i></li> </ul> </li> </ul>
------	--

	<ul style="list-style-type: none"> <li>○ <i>Immediate areas of focus:</i> <ul style="list-style-type: none"> <li>▪ <i>Increasing returns level of outbound kits including driving 'responsible consumer behaviour'</i></li> <li>▪ <i>Reducing the processing time for kits down from 72hours</i></li> <li>▪ <i>Looking for opportunities to drive consistency of approach</i></li> </ul> </li> <li>● <b>Supplier Management</b> – <i>Examine / Create and managing commercial engagements including the definition of KPI's / SLA's:</i> <ul style="list-style-type: none"> <li>○ <i>3rd party logistics organisations (Amazon / Royal Mail / ...)</i></li> <li>○ <i>Management of central operations team (Deloitte)</i></li> <li>○ <i>NHS Digital</i></li> <li>○ <i>Contact Centre</i></li> <li>○ <i>Commercial engagement – establishing correct commercial relationships, through the programme commercial function, with all 3<sup>rd</sup> parties</i></li> </ul> </li> <li>● <b>Transition planning and execution</b> to the next operating model state <ul style="list-style-type: none"> <li>○ <i>Simplification of supply chain</i></li> <li>○ <i>Operator led for steady state elements</i></li> <li>○ <i>Government led for overall ownership</i></li> </ul> </li> <li>● <b>Assurance Management</b> - <i>Oversight of key assurance elements of the HTK solution</i> <ul style="list-style-type: none"> <li>○ <i>Component supplies</i></li> <li>○ <i>Kit build</i></li> <li>○ <i>Distribution</i></li> <li>○ <i>Returns / Labs handling</i></li> <li>○ <i>Clinical assurance</i></li> </ul> </li> <li>● <b>Change control</b> - <i>Management of change effectively throughout the solution environment – I.e. clear assurance points and sign-off for any change undertaken</i> <ul style="list-style-type: none"> <li>○ <i>Establish process for rapid change introduction (e.g. updating instructions)</i></li> <li>○ <i>Establish and manage incident management and response – Establish clear incident management process</i></li> </ul> </li> <li>● <b>MI and Performance reporting</b> <ul style="list-style-type: none"> <li>○ <i>Create and evolve the management information approach</i></li> <li>○ <i>Regular and proactive performance reporting</i></li> <li>○ <i>Forecast modelling for different scenarios (drawing on the central analytics function)</i></li> </ul> </li> <li>● <b>Communications</b> – <i>Prepare key communications regarding progress / performance / issues relating to the HTK as and when required by the SRO</i></li> </ul> <p><b>Programme Leadership</b> - <i>Member of the overall WS2 leadership team providing support and direction for all aspects of the work stream, reporting into WS2 SRO</i></p>
--	--

### 3. PROJECT PLAN

3.1.	<p><b>Project Plan:</b></p> <p>Minimum of fortnightly updates and review meetings to be performed with the Operational Director to ensure that delivery against stated objectives is being met.</p>
------	---

	<p>This will also provide a formal review opportunity for any potential conflict scenarios.</p> <p>All delivery channels are also formally reviewed for progress and delivery of plans each Wednesday within existing Testing governance processes</p>

#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> As defined in the Call Off Terms
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> 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
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days

#### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  <b>(Supplier)</b> <div style="background-color: black; width: 150px; height: 1.2em; margin-bottom: 5px;"></div> Serco Limited 19 Bridge Road, Haywards Heath, RH16 1UA <div style="background-color: black; width: 190px; height: 1.2em; margin-top: 10px;"></div> <b>(Customer)</b> <div style="background-color: black; width: 140px; height: 1.2em; margin-bottom: 5px;"></div> NHS Test and Trace Finance Department Department of Health & Social Care <div style="background-color: black; width: 150px; height: 1.2em; margin-top: 10px;"></div>
------------	---

<b>5.2</b>	<p><b>Relevant Convictions</b> (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> <p>This sub-clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.</p> <p>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.</p> <p>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):</p> <ul style="list-style-type: none"> <li>• carry out a check with the records held by the Department for Education (DfE);</li> <li>• conduct thorough questioning regarding any Relevant Convictions; and</li> <li>• 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.</li> </ul>
------------	---

## 6. PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>For the avoidance of doubt, the total contract value shall not exceed £203,250.00 and charged in accordance with the table below:</p> <p>Table of grades &amp; rates:</p>		
Role	Rate	Units required	Discount applied
<b>Charged days</b>			
██████████	████	████	████
████████████████			████████████████

Approved RAB: 11/01/21			
Start date: 04/05/2020			
End date: 31/05/2021			
<b>Investment Days</b> (not charged)			
Total excl. VAT		£	£203,250
<b>6.2</b>	<b>Payment terms/profile</b> BACS Monthly in arrears Submitted invoices must be accompanied by supporting information including: <ul style="list-style-type: none"> <li>• completed timesheets for amounts set out in the relevant invoice; and</li> <li>• such other information as the Customer (acting reasonably) may require in order to verify the invoiced amounts.</li> </ul> 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 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.		
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted		
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div> 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)): The duration of the Call Off Contract		



<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: 1 January and 1 July each year
<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>  The sum of <b>£203,250.00</b>
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); As set out in Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (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

<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 five (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> 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: <ul style="list-style-type: none"> <li>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</li> </ul>


	<p>to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;</p> <ul style="list-style-type: none"> <li>• a project plan for effective knowledge transfer, including Milestones and Deliverables;</li> <li>• 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;</li> <li>• 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</li> <li>• definitions of an agreed acceptable standard and sign-off process (including roles and responsibilities from Supplier and Customer teams)</li> </ul> <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> <p>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.</p>
--	--

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The proposal submission (if any) and pricing shall be classed as commercially sensitive information, in addition to names, email addresses and contact details otherwise not available in the public domain.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<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> Select short form security requirements			
<b>10.4</b>	<b>ICT Policy:</b> As per Department for Health and Social Care standard policy			
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  <b>Disaster Period:</b> 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.			
<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): Not Applicable			
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: <b>Department of Health and Social Care,</b> <b>39 Victoria Street,</b> <b>Westminster,</b> <b>London,</b> <b>SW1H 0EU</b>  Supplier’s postal address and email address: <b>Office of General Counsel,</b> <b>Serco House</b> <b>16 Bartley Wood Business Park,</b> <b>Bartley Way,</b> <b>Hook RG27 9UY</b>  			
<b>10.10</b>	<b>Transparency Reports</b> As set out in the table below (and Call Off Schedule 13 (Transparency Reports)):			
	<b>TITLE</b>	<b>CONTENT</b>	<b>FORMAT</b>	<b>FREQUENCY</b>

	Project Progress & Deliverables Report	<ul style="list-style-type: none"> <li>• A summary of resource utilised: activities completed and cost assigned in the week completed;</li> <li>• A rolling two (2) week forecast of resource required</li> <li>• Overview of all open and closed actions</li> <li>• Overview of open and closed risks and issues</li> <li>• Deliverables provided and Milestones completed/achieved in the relevant week</li> <li>• Anticipated delays to delivery of Milestones and Deliverables</li> </ul>	Excel or Word	Weekly	
	KPI Performance Report	<ul style="list-style-type: none"> <li>• Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above</li> </ul>		Weekly	
10.11	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not applicable				
10.12	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)				
10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not applicable				
10.14	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).				
10.15	<b>Processing Data</b> Call Off Schedule 17  <div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 310px; height: 15px; margin-bottom: 5px;"></div> Name: <div style="background-color: black; width: 350px; height: 15px; display: inline-block;"></div>				

<b>Contract Reference:</b>	CCCC21A85
<b>Date:</b>	4 <sup>th</sup> May 2020
<b>Description Of Authorised Processing</b>	<b>Details</b>
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.
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>  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	27th August 2021

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

Name and Title	
Signature	
Date	7th January 2022

## 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

- 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	B
1	On Time Timesheet Submission	99% of all timesheets detailing all billable work completed in the relevant KPI Measurement Period are completed and issued to the Customer On Time  Where “ <b>On Time</b> ” means within five (5) Working Days of the end of the relevant KPI Measurement Period	$(A/B) \times 100$	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	99% of all invoices submitted to the Customer for payment in the relevant KPI Measurement Period are Accurate  Where “ <b>Accurate</b> ” means that the amount specified in an invoice fully aligns to the supporting timesheets provided with such invoice(s).	$(A/B) \times 100$	Number of Accurate invoices submitted in the relevant KPI Measurement Period	Total number of invoices submitted in the relevant KPI Measurement Period

- The Supplier shall measure performance against the key performance indicators on a **monthly** basis (“**KPI Measurement Period**”). Within 2 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**”).
- On a weekly 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;
  - a rolling forecast of resources required forthcoming 14 day period to enable the Customer to approve the anticipated costs;
  - all open and closed Actions;
  - all open and closed Risks and Issues;
  - 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;
  - 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;
  - 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 five (5) 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.