CALL OFF SCHEDULE 12: VARIATION FORM

No of Call Off Order Form being varied: CPD4119155

Variation Form No: 1

BETWEEN:

Ministry of Housing, Communities & Local Government ("the Customer")

and

Exela Technologies Limited ("the Supplier")

1. This Call Off Contract is varied as follows:

The Supplier shall establish a Standby Service for a Helpline service in accordance with the terms set out below and supported by the detail within Annex A <REACTED>, to this Variation.

The Supplier's proposed approach, including a full breakdown of costs, is set out at Annex B < REDACTED>.

Maximum value of this variation: £99,716 (excluding VAT)

Standby Service:

a) Add to CPD4119155 Call Off Schedule 1: DEFINITIONS

"Standby Service": To provide the availability of a flexible number of trained call centre agents (subject to on-going agreements between the Customer and Supplier on numbers and training requirement's) that Shall be placed in a state of readiness to be deployed into a live service upon the Customers instruction, and such agents (and/or agreed number) can also be moved back from a live service into the Standby state of readiness.

- b) The Supplier must be able to stand-up a call centre service based on the Customer's request on the expectation once the Standby Service is available progression to a live service can occur within 24 hours
- c) The Standby Service shall commence from the 9th November 2020 and shall be available until the 4th of April 2021, unless otherwise notified by the Customer.
- d) Further options to extend the Standby Service shall be progressed under "Change" (22 et sec) Variation Procedure process with two (2) weeks' notice. Options to extend shall be available within CPD4119155, Section B Call Off Contract Period (End of initial period 22 June 2023).
- e) Once the Customer has given permission to move to a "live service" (additional contract variation required) then the term of the live service will be agreed at that point.
- f) This will be assessed on a case-by-case intervention.
- g) The Supplier must offer an outbound telephony service.

Staffing:

- h) The Supplier will initially provide 100 FTE agents at stand-by of the call centre and these will be trained based on the Customers service requirements.
- i) The Standby Service must be capable of deploying 500 FTE agents.
- j) If there is an additional need for more than 500 FTE agents (501 to 1000 agents), the Supplier is able to subcontract to an external provider to meet demand, subject to the Customers approval.
- k) The Supplier confirms that the training programme for Agents will be 7 hours. This will include soft skills, working with vulnerable people (empathy, compassion, sensitivity), handling identification and verification, scripting and FAQs.
- I) Training material, Scripts, FAQ's, processes and additional products covered within Annex B (as Appendices) are likely to be updated from time to time, such updates to the Agents training material Shall be incorporated into Standby Agent training under existing Charges.
- m) The Supplier will provide Standby Agents based on the One Time Mobilisation costs and Weekly Standby Management costs based on the Standby Service.
- n) The Supplier will provide an initial Hot Standby team of 100 FTE Agents. To deliver this, the Supplier will train 100 FTE named Agents. This is to ensure that any number up to the core target can be mobilised based on the Customers agreement, either on the same day or the next day. Any required reductions in number of standby agents will be actioned by the Supplier within 72 hours' of receiving notice from MHCLG in writing.
- o) All agents will have a minimum-security clearance, the Baseline Personnel **Security** Standard or such standard as agreed by the Customer.

Changes and termination:

- p) Any changes to the service requirements will be made via the formal contract Change (control) process with a formal Contract Change Notice agreed by both parties.
- q) Changes to Standby agent numbers can will be actioned with 72hrs notice, this includes increase and decreases in Standby agent numbers.
- r) The Standby Service may be terminated with two weeks' notice at any time at discretion of MHCLG or such reduced timeline as agreed between the MHCLG and the Supplier.

Security:

- s) All agents will have a minimum-security clearance, the Baseline Personnel **Security** Standard (BPSS) or such standard as agreed by the Customer.
- t) In order to progress from a Standby Service to a Live service the Supplier and service will need to undergo Security Assurance with MHCLG Security team utilising the Supplier's Security Management Plan for this service (including Standby and Future Live service)

Charges: As per Annex B
u) One Time Mobilisation costs
v) and Weekly Standby Management costs
Invoicing:
w) Invoices are to be raised by the Supplier on a weekly basis.
Reporting
x) Standby Service weekly MI to be provided to the Customer that confirms the following;
 number of trained agents in the Standby service no of agents in recruitment and started training date agents in training available for deployment to a live service any further reporting requirement to be agreed between the Customer and Supplier
Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.
Signed by an authorised signatory for and on behalf of the Customer Signature Date Name (in Capitals) Address
Signed by an authorised signatory to sign for and on behalf of the Supplier
Signature

2.

3.

Date

Name (in Capitals)

Address

Annex A

<REDACTED>

Annex B

<REDACTED>