

Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	CCSH22A03 – Provision of an Employee Assistance Programme to the Home Office
THE BUYER:	Home Office
BUYER ADDRESS	REDACTED TEXT under FOIA Section 40, Personal Information.
THE SUPPLIER:	VITA HEALTH SOLUTIONS LIMITED
SUPPLIER ADDRESS:	REDACTED TEXT under FOIA Section 40, Personal Information.
REGISTRATION NUMBER:	03829618
DUNS NUMBER:	238379239
SID4GOV ID:	Not Used

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables under the RM6182 Framework dated 23/03/2021.
It is issued under the Framework Contract with the reference number RM6182 for the provision of Occupational Health, Employee Assistance Programmes and Eye Care Services.

CALL-OFF LOT:
Lot 3: Employee Assistance Programmes

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6182.
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6182
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 7 (Financial Difficulties)
 - o *Joint Schedule 8 (Guarantee) - N/A*
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6182
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 9 (Security) – short form
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 14 (Service Levels)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 16 (Benchmarking)
 - o Call-Off Schedule 18 (Background Checks)
 - o Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6182
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:
None

CALL-OFF START DATE: 03/03/2023

CALL-OFF EXPIRY DATE: 02/03/2026

CALL-OFF INITIAL PERIOD: The initial Call-Off period is for a period of three (3) years, with an option to extend by a further period of one (1) year (3+1) to a maximum Call Off Expiry date of 02/03/2027

CALL-OFF DELIVERABLES

Please refer to Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £400,000 excluding VAT.

CALL-OFF CHARGES

Please refer to Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Authority requires the provision of a Centralised and Non-Centralised Employee Assistance Programme.

Centralised Services

Centralised services are paid for by a central budget which is managed by HO Contract Manager

Non-Centralised Services

Non-centralised services are services that are paid for by individual business area who manage and fund these services centrally

It is critical that the supplier has the mechanisms in place to manage these services directly with the requesting business area and to invoice the requesting business area for these separately.

In all cases (centralised and non-centralised services) the Supplier shall submit a proforma invoice with backing data to the relevant HO representative at monthly intervals in arrears. Each invoice shall contain all appropriate references, a detailed breakdown of the pertinent services, and the corresponding prices or rates, and shall be supported by any other documentation required by the HO representative to substantiate the invoice

If the service is centralised the relevant purchase order will be provided by the HO contract manager.

If the services are Non-centralised the relevant purchase order will be provided by the individual business area who requested the service

The HO representative will review and approve the invoice within 5 working days and send notification of approval with a corresponding purchase order number to the supplier. The supplier will then send the agreed invoice directly to the Shared Services Centre for payment along with a final copy to the relevant HO representative.

The supplier shall invoice for this requirement as a monthly invoice upon completion for the works and Authority's agreement.

The supplier shall invoice the HO by submitting invoice via e-mail to the Home Office Shared Service Centre via email to REDACTED TEXT under FOIA Section 40, Personal Information

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

As part of the fully auditable digital booking solution a copy of invoices must be available to the requestor for administration purposes and receipting of the completed services.

Payment will be made within 30 days following the invoice being available on the system for the requestor to review and approve.

Prices must be inclusive of expenses and exclusive of VAT.

BUYER'S INVOICE ADDRESS:

Home Office Shared Service Centre **REDACTED TEXT under FOIA Section 40,**

Personal Information.

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

BUYER'S ENVIRONMENTAL POLICY

Please refer to the Call Off Schedule 20 Specification's Annex B Home Office Sustainability Policy

BUYER'S SECURITY POLICY

Please refer to the Call Off Schedule 20 Specification's Annex A – Security Policy Framework

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information.

PROGRESS REPORT FREQUENCY

A monthly MI report is required to be 5 working days after month end. The report is to be accurate and in the agreed format (this will be agreed with the potential provider within one 1 month of contract award). It must contain all requirements completed within the month as outlined within Attachment 3 – Statement of Requirements.

PROGRESS MEETING FREQUENCY

The Supplier is required to attend regular contract review meetings with the customer at an agreed location and time.

A dedicated Account Manager shall work with the Authority to identify appropriate reporting mechanisms that provide the Authority with a full view of the service landscape as outlined within Attachment 3 – Statement of Requirements

KEY STAFF

REDACTED TEXT under FOIA Section 40, Personal Information.

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Please refer to Joint Schedule 4

SERVICE CREDITS

Please refer to Call Off Schedule 14

ADDITIONAL INSURANCES

Please refer to Joint Schedule 3

GUARANTEE

Framework Ref: RM6182

Version: v1.0

Please refer to Joint Schedule 8

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED TEXT under FOIA Section 40, Personal Information.	Signature:	REDACTED TEXT under FOIA Section 40, Personal Information.
Name:	REDACTED TEXT under FOIA Section 40, Personal Information.	Name:	REDACTED TEXT under FOIA Section 40, Personal Information.
Role:	Commercial Director	Role:	Commercial Lead
Date:	28:02:2023	Date:	06/03/2023