**Framework Schedule 6 (Order Form and Call-Off**

**Schedules)**

**Order Form**

|  |  |
| --- | --- |
| CALL-OFF REFERENCE: | CCSH21A12 |
| THE BUYER: | HM Treasury Group |
| BUYER ADDRESS | REDACTED under FOIA, Section 40 Personal Information |
| THE SUPPLIER: | Health Management Ltd |
| SUPPLIER ADDRESS: | REDACTED under FOIA, Section 40 Personal Information |
| REGISTRATION NUMBER: | 04369949 |
| DUNS NUMBER: | 423823389 |
| SID4GOV ID: | - |

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8th February 2022.

It’s issued under the Framework Contract with the reference number RM6182 for the provision of Occupational Health, Employee Assisted Programmes and Eye Care Services; Lot 2.

CALL-OFF LOT(S):

Not applicable

# 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.

1. Joint Schedule 1(Definitions and Interpretation) RM6182.

1. The following Schedules in equal order of precedence:

* Joint Schedules for RM6182
  + - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  + Call-Off Schedules for RM6182
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.10)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6182
3. Call-Off Schedule 4 (Call-Off Tender)

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: Monday 14th February 2022

|  |  |
| --- | --- |
| CALL-OFF EXPIRY DATE: | The Call -Off expiry date for the initial two (2) years will be Friday 13th February 2024 |
| CALL-OFF INITIAL PERIOD: | The contract will be for an initial two (2) year period |

**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)

# MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is 150% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

£55,000.00 ex-Vat.

**CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details)

**REIMBURSABLE EXPENSES**

None

# PAYMENT METHOD

Standard Purchase order and Invoice.

**BUYER’S INVOICE ADDRESS:**

Each part of the Authority will be responsible for paying for their own use of the Service. Therefore, invoicing should be submitted monthly to the following Authority contacts:

HM Treasury including OBR and NIC: REDACTED under FOIA, Section 40 Personal Information

Government Internal Audit Agency: REDACTED under FOIA, Section 40 Personal Information

UK Debt Management Office: REDACTED under FOIA, Section 40 Personal Information

UK Government Investments: REDACTED under FOIA, Section 40 Personal Information

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

**BUYER’S ENVIRONMENTAL POLICY**

N/A

**BUYER’S SECURITY POLICY**

As per the SOR and Call off Schedule 9

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

Account Manager, REDACTED under FOIA, Section 40 Personal Information

**SUPPLIER’S CONTRACT MANAGER**

Account Manager, REDACTED under FOIA, Section 40 Personal Information

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

**KEY STAFF**

Service Delivery Manager REDACTED under FOIA, Section 40 Personal Information

# KEY SUBCONTRACTOR(S)

Vita Health Group Ltd

REDACTED under FOIA, Section 40 Personal Information

**COMMERCIALLY SENSITIVE INFORMATION**

As per Joint Schedule 4

**SERVICE CREDITS**

The Parties agree that Service Credits will not apply.

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

# 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:** | |
| REDACTED under FOIA, Section 40 Personal Information | | REDACTED under FOIA, Section 40 Personal Information | |
| REDACTED under FOIA, Section 40 Personal Information | | REDACTED under FOIA, Section 40 Personal Information | |
| Role: | Commercial Counsel | Role: | Head of People |
| Date: | 17th February 2022 | Date: | 23/2/22 |