Framework Ref: RM6182 Project Version: v1.0 Model Version: v3.6

Order Form

CALL-OFF REFERENCE:

THE BUYER: Department for Education

BUYER ADDRESS Sanctuary Buildings Great Smith Street, London

SW1P 3BT

THE SUPPLIER: Optima Health UK Ltd

SUPPLIER ADDRESS:

REGISTRATION NUMBER: 08544676

DUNS NUMBER: **219442187**

SID4GOV ID: n/a

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17th March 2025.

It's issued under the Framework Contract with the reference number RM6812 for the provision of Occupational Health (OH) services.

CALL-OFF LOT(S):

Lot 2

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
 - Joint Schedule 2 (Variation Form)

Framework Ref: RM6182 Project Version: v1.0

Model Version: v3.6

Crown Copyright 2020

- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6182
 - Call-Off Schedule 1 (Transparency Reports)
 - 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)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - 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 3.0.8)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6182
- 6. 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

Special Term 1: Security Terms <u>mid-tier-schedule-16-buyer-specific-security-requirements.docx</u>

Special Term 2: "Where the Services require buyer's employee to consent to any consultation, examination or test, the Supplier will use reasonable endeavours to obtain informed, clinical consent from the buyer's employee. However, if a buyer's employee for any reason does not or cannot give consent or withdraws consent (in whole or part) the Supplier shall not be in breach of this Contract."

CALL-OFF START DATE: 31st March 2025

Framework Ref: RM6182 Project Version: v1.0 Model Version: v3.6

Crown Copyright 2020

CALL-OFF EXPIRY DATE: 31st March 2028

notwithstanding enactment of a break clause by the Buyer on 28th March 2026.

CALL-OFF INITIAL PERIOD: 3 years

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 stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £271,000.

CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoice calendar monthly in arrears with appropriate backing data. Purchase order to be provided by buyer.

BUYER'S INVOICE ADDRESS:

accountspayable.OCR@education.gov.uk Cheylesmore House, 5 Quinton Road, Coventry, CV1 2WT (Contract Manager to be copied into all invoices)

Framework Ref: RM6182 Project Version: v1.0

Model Version: v3.6

Crown Copyright 2020

BUYER'S AUTHORISED REPRESENTATIVE

Molly Sims

Commercial Practitioner

Molly.sims@education.gov.uk

Sanctuary Buildings, Great Smith Street, SW1P 3BT

BUYER'S ENVIRONMENTAL POLICY

Department for Education Sustainability and Climate Change Strategy, 21 April 2022, available online at: https://www.gov.uk/government/publications/sustainability-and-climate-change-strategy

BUYER'S SECURITY POLICY

mid-tier-schedule-16-buyer-specific-security-requirements.docx

Appended at Call-Off Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

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

As per Call-off Schedule 7

KEY SUBCONTRACTOR(S)

Lexxic Ltd - Unit CH3.20 Kennington Park, 1-3 Brixton Road, London, SW9 6DE

Obair Associates Limited, Suite 208 Britannia House, 1-11 Glenthorne Road, London, England, W6 0LH

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 - Commercially Sensitive Information

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 10% of the monthly invoice charge.

The Service Period is: one month

A Critical Service Level Failure is as defined in Call-Off Schedule 14

Framework Ref: RM6182 Project Version: v1.0

Model Version: v3.6

Crown Copyright 2020

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:	
Signature:		Signature:	
Name:		Name:	
Role:	Chief Financial Officer	Role:	
Date:		Date:	

Framework Ref: RM6182 Project Version: v1.0 Model Version: v3.6