Framework Schedule 6 (Order Form and Call-Off Schedules

Order Form

CALL-OFF REFERENCE: **RM6182/MOD/2024**

THE BUYER: **Ministry of Defence**

BUYER ADDRESS REDACTED TEXT under FOIA Section 40, Personal Information

THE SUPPLIER: Optima Health Uk Ltd

SUPPLIER ADDRESS: REDACTED TEXT under FOIA Section 40, Personal Information

REGISTRATION NUMBER: REDACTED TEXT under FOIA Section 40, Personal Information

DUNS NUMBER: REDACTED TEXT under FOIA Section 40, Personal Information

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

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

It’s 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(S):

Lot 1 - Occupational Health and Employee Assistance Programmes, Fully Managed

# 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. Call-Off Schedule 17 (MOD Terms) and the MOD DEFCONS included within it.
4. 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 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 2 (Staff Transfer)
		+ Call-Off Schedule 3 (Continuous Improvement)
		+ Call-Off Schedule 5 (Pricing Details)
		+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
		+ Call-Off Schedule 10 (Exit Management)
		+ 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 18 (Background Checks)
		+ Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.8)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6182
7. 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 TERMSWhere the Services require service users to consent to any consultation, examination or test and/or the provision of any report the Supplier will use reasonable endeavours to obtain sufficient and appropriate clinical consent from the service user. However if a service user for any reason does not or cannot consent or withdraws any consent (in whole or part) and the Supplier is, as a result, unable to perform the Services, the Supplier shall not be in breach of this Agreement, be in default, or subject to any service credit or liquidated damages regime which might apply.

Any instances where a patient does not provide clinical consent should be reported to the referring manager within1-working day of the occurrence.

CALL-OFF START DATE: **13th September 2025**

CALL-OFF EXPIRY DATE: **12th September 2028**

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 £2,445,179.38 (Excluding VAT.); the Estimated Total 3 Year value for the entire duration of the contract is £7,335,588.14 (Excluding VAT.) CALL-OFF CHARGES

Call off charges will be outlined in Call-Off Schedule 5 (Pricing Details)

# REIMBURSABLE EXPENSES

# None

# PAYMENT METHOD

Payment details are outlined in call off schedule 20 – Specification.

# BUYER’S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

# BUYER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

# SUPPLIER’S AUTHORISED REPRESENTATIVEREDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

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 REDACTED TEXT under FOIA Section 40, Personal Information

# SUPPLIER’S CONTRACT MANAGERREDACTED TEXT under FOIA Section 40, Personal Information

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**PROGRESS REPORT FREQUENCY:** Weekly **PROGRESS MEETING FREQUENCY**: Weekly **KEY STAFF**

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# KEY SUBCONTRACTOR(S)

## For the purposes of this contract, Optima will only use sub-contractors and not key sub-contractors.

**Trading name: SYNLAB**

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 REDACTED TEXT under FOIA Section 40, Personal Information

## Trading name: IPRS Health Ltd

REDACTED TEXT under FOIA Section 40, Personal Information

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## Trading name: MASTA

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 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

## Trading name: Lexxic

REDACTED TEXT under FOIA Section 40, Personal Information

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 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

 **Trading name: Obair Associates Limited**

REDACTED TEXT under FOIA Section 40, Personal Information

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 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

**Trading name: PayPlan**

REDACTED TEXT under FOIA Section 40, Personal Information

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 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

 **Trading name: Law Express Ltd.**

REDACTED TEXT under FOIA Section 40, Personal Information

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 REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

Trading name: American Well Corp UK Ltd (formerly known as SilverCloud)

REDACTED TEXT under FOIA Section 40, Personal Information

 REDACTED TEXT under FOIA Section 40, Personal Information

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 REDACTED TEXT under FOIA Section 40, Personal Information

# COMMERCIALLY SENSITIVE INFORMATION

Detailed in Joint schedule 4 (Commercially Sensitive information)

Pricing Schedule, tender documents, Information contained within the mandatory evaluation document]

DEFFORM 539A Contractor's Commercial Sensitive Information Form

# SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels). The Service Credit Cap is: 10%

The Service Period is: one Month

A “Service Level Failure” shall be when any of the following are reported

1. The Service Provider’s performance of any Critical Service Level is reported as failing to exceed the Red Service Level Performance Measure in a given Service Period

The Service Provider’s performance of a single Service Level is reported as failing to exceed the Red Service Level Performance Measure for that Service Level twice or more in any three (3) consecutive Service Periods;

The Service Provider’s performance of a single Service Level is reported as failing to exceed the Red Service Level Performance Measure for that Service Level four (4) times or more in any twelve (12) consecutive Service Periods; and

The Service Provider’s performance of a single Service Level is reported as the Amber or Red Service Level Performance Measure for that Service Level six (6) times or more in any twelve (12) consecutive Service Periods.

Performance will be measured in line with Call-Off Schedule 14 (Service Levels) from contract go-live but service credits shall not apply for the first 3 (full) calendar months following the agreed go-live date for each of OH, EAP and MEAP services.

# ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

# 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)]

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| --- | --- |
| **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: | REDACTED TEXT under FOIA Section 40, Personal Information | Role: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Date: | Type text here21st July 2025 | Date: |  5th August 2025 |