# Framework Schedule 6 (Order Form Template and Call-Off Schedules)

# Order Form

CALL-OFF REFERENCE: PS/21/178

THE BUYER: Driver and Vehicle Licensing Agency

BUYER ADDRESS Longview Road, Clase, Swansea, SA67JL

THE SUPPLIER: Working on Wellbeing Ltd.

SUPPLIER ADDRESS:20 Grosvenor Place, London, England, SW1X 7HN

REGISTRATION NUMBER: 08544676

DUNS NUMBER: 21-288-3674

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 9th March 2022.

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 2: Occupational Health on a National Basis

### 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)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 8 (Guarantee)
  + 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 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 12 (Clustering)
  + 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)
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 19 (Scottish Law)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-off Schedule 21 (Northern Ireland Law)
  + Call-Off Schedule 23 (HMRC terms)

1. CCS Core Terms (version 3.0.8)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6182
3. 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

**Consent:**

Where the Services require a Patient to consent to any consultation, examination or test and/or the provision of any report the Supplier will use reasonable endeavours to obtain a sufficient and appropriate consent (whether under GDPR or otherwise) from the patient. However, if a Patient for any reason does not, cannot give 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.

CALL-OFF START DATE: 01/04/2022

CALL-OFF EXPIRY DATE: 31/03/2024 (if option taken up)

CALL-OFF INITIAL PERIOD: 12 months (+12 month option)

### CALL-OFF DELIVERABLES

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

### MAXIMUM LIABILITY

Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than 150% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is listed below under Call-Off Charges

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### CALL-OFF CHARGES

Call-off charges as per negotiated quotation dated 1st February 2022 are listed below:

**Year 1**

**April 2022 to July 2022 -** Retain the ‘as is’ provision, dedicated team and costs at the same rate as currently paid.

* This will provide time to ensure a smooth transition to a new IT system.

**August 2022 to March 2023**- Move to a reduced dedicated team that is mid-way between the current team and the cost of a streamed portal.

* New MyOH IT system implemented
* Retain a slightly reduced dedicated team
  + I FTE Senior OHA
  + 0.2 FTE OHP ( Sessional )
  + 0.6 FTE Physiotherapist
  + 1 FTE Administrator
  + 0.6 FTE Customer Account Manager
* Inclusive of provision of monthly MI pack
* Access to remote streamed staff to meet fluctuations in demand above capacity of dedicated team and cover absences

**Year 2**

**April 2023 to March 2024**

* Continue as detailed above in previous 8 months

**Costs**

|  |  |  |  |
| --- | --- | --- | --- |
| **Cost Category** | **Monthly Cost** | **Annual Cost** | **Term** |
| *Extension of Current Provision*  *April 1st 2022 to July 31st 2022* | *£28,382* | *£113,528* | *4 Months* |
| *Move To ring-fenced team/ MyOh Aug 2022 to April 2023* | *£23,267* | *£186,136* | *8 Months* |
| **Year 1 Total** Ex Vat | **£51,649** | **£299,664** | **12 month 2022/23** |
| **Year 2 Total** Ex Vat  April  2023 to March 2024 | **£23,267** | **£277,404** | **12 months 2023/2024** |
| **Final Total Ex Vat** | **£74,916** | **£577,068** | **24 months**  **[Apr 1st 2022 – Mar 31st 2024]** |
| Bespoke MI | £500 per day ex vat |  |  |

The Charges will be fixed and not changeable during the initial contractual period.

### REIMBURSABLE EXPENSES

Not permitted

### PAYMENT METHOD

Please see 9.3 of the Specification document (**Call Off Schedule 20**)

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### BUYER’S INVOICE ADDRESS:

Email: [ssa.invoice@sharedservicesarvato.co.uk](mailto:ssa.invoice@sharedservicesarvato.co.uk)

Postal Address: Shared Services arvato

5 Sandringham Park

Swansea Vale

SA7 0EA

### BUYER’S AUTHORISED REPRESENTATIVE

Xxxxx redacted under FOI Section 40

Facilities & People Category Lead

Xxxxx redacted under FOI Section 40

### BUYER’S ENVIRONMENTAL POLICY

The DVLA is committed to reducing any negative impacts produced by our activities, products and services. This aligns to the Government’s Greening Commitment which states we must: “Continue to buy more sustainable and efficient products and services with the aim of achieving the best long-term, overall value for money for society.”

* The DVLA require the Supplier to confirm their understanding and acceptance of each point **S1 – S3** and supply information if it has been requested.

**S.1 -** The DVLA is committed to sustainability and as such the Supplier should consider this as part of their submission.

The DVLA requires the Supplier to:

* Comply with the DVLA’s Environmental Policy: <https://www.gov.uk/government/publications/dvlas-environmental-policy>
* Where appropriate, assist the DVLA in achieving its Greening Government Commitments as detailed on [https://www.gov.uk/government/publications/greening-government-commitments-2021-to-202](https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020)5 i.e. Reduce CO₂ emissions through energy consumption and travel, reduce water consumption and waste produced;
* Be able to evidence continual environmental improvements in their own organisation (ideally through an accredited EMS, i.e. ISO 14001,Green Dragon etc);
* Ensure its own supply chain does not have negative environmental or social impact and;
* Where required, be able to provide data on carbon emissions related to the products / services being supplied to aid with scope 3 emission calculations.
* Provide the specified goods / services without the use of single use plastic in line with Government commitments.

**S.2 -** The Supplier shall provide their sustainability or environmental policy.

**S.3 -**The Supplier shall be able to meet and evidence conforming to the relevant [Government Buying Standards](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs).

**S.4 –**The Supplier shall ensure its own supply chain does not have a negative environmental or social impact by ensuring they have a full understanding on the carbon emissions for the transportation of the equipment / consumables / parts / documentation to the DVLA’s sites as well as having a full understanding on the country of origin of any equipment / parts / operating consumables used.

### BUYER’S BUSINESS CONTINUITY POLICY

Appended at Call-Off Schedule 8

### BUYER’S SECURITY POLICY

Appended at Call-Off Schedule 9

### SUPPLIER’S AUTHORISED REPRESENTATIVE

Xxxxx redacted under FOI Section 40

Client Services Director

Xxxxx redacted under FOI Section 40

Grosvenor House

Prospect Hill

Redditch

Worcestershire B97 4DL

### SUPPLIER’S CONTRACT MANAGER

Xxxxx redacted under FOI Section 40

Associate Director Client Services

Xxxxx redacted under FOI Section 40

Suites 207 – 209 Viney Court

Viney Street

Taunton

TA1 3FB

### PROGRESS REPORT FREQUENCY

By the 5th Working Day of each calendar month

### PROGRESS MEETING FREQUENCY

Monthly

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### KEY STAFF

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Role** | **E-Mail** | **Organisation** |
| Xxxxx redacted under FOI Section 40 | Commercial Category Lead | Xxxxx redacted under FOI Section 40 | DVLA - Commercial |
| Xxxxx redacted under FOI Section 40 | Contract Owner | Xxxxx redacted under FOI Section 40 | DVLA – HR |
| Xxxxx redacted under FOI Section 40 | Associate Director Client Services | Xxxxx redacted under FOI Section 40 | Working on Wellbeing |
| Xxxxx redacted under FOI Section 40 | Operations Manager | Xxxxx redacted under FOI Section 40 | Working on Wellbeing |

### KEY SUBCONTRACTOR(S)

Healthy Performance Company Number 5905144, Registered at Unit 7 The Court, Holywell Business Park, Northfield Road, Southam, Warwickshire, CV47 0FS sert name (registered name if registered)

Xxxxx redacted under FOI Section 40, Infinity Occupational Health. Registered in England & Wales Company No. 9518861 Princess House, Princess Way, Swansea, SA1 3LW

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### COMMERCIALLY SENSITIVE INFORMATION

All pricing information, this information is commercially sensitive and should remain confidential for an indefinite period of time;

Any details of the Suppliers personnel including any personnel sensitive data: To avoid any breach of Data Protection Act this information should remain confidential for an indefinite period of time;

All details of the Supplier’s solution including that of any subcontractors: This information needs to be protected under intellectual property rights and should remain confidential for an indefinite period of time;

All details of the Supplier’s standard operating procedures: This information needs to be protected under intellectual property rights and should remain confidential for an indefinite period of time;

Service Performance related material, for the Supplier and any subcontractors, including but not limited to: a) regular and ad-hoc service reports; b) results of benchmarking and case studies; and c) materials disclosed in relation to audits.

### SERVICE CREDITS

Not applicable

### ADDITIONAL INSURANCES

Not applicable

### GUARANTEE

Not applicable

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### SOCIAL VALUE COMMITMENT

Not applicable



|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: | Xxxxx redacted under FOI Section 40 |
| Name: |  | Name: | Xxxxx redacted under FOI Section 40 |
| Role: |  | Role: | Head of Category Facilities & People |
| Date: |  | Date: | 24/03/2022 |