

FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

HO Commercial Directorate
Soapworks
Colgate Lane
Salford
M5 3FS

I. Cover Letter

The Police Treatment Centres
St Andrews,
Harlow Moor Road,
Harrogate, North Yorkshire,
HG2 0AD

Attn: [REDACTED]

By email to: [REDACTED]

Date: 25 April 2023
Our ref: C24897

Dear [REDACTED]

Following your proposal for the supply of Residential Rehabilitation Services to Border Force: Health, Safety and Wellbeing Department, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the **Annexes** set out the terms of the Contract between the Secretary of State for the Home Department and The Police Treatment Centres for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form to [REDACTED] at the following email address: [REDACTED] within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[REDACTED]

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II. Order Form

1. Contract Reference	C24897	
2. Buyer	Secretary of State for the Home Department	
3. Supplier	The Police Treatment Centres St Andrews, Harlow Moor Road, Harrogate, North Yorkshire, HG2 0AD Company number: [REDACTED]	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annexes 2 and 3.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
5. Deliverables	Goods	None
	Services	Description: as set out in IV. Annex 2 – Specification . To be performed at <i>the Supplier's premises</i> .
6. Specification	The specification of the Deliverables is as set out in IV. Annex 2 – Specification .	
7. Start Date	Date of Contract Countersignature	
8. Expiry Date	31 st March 2024	

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9. Extension Period	Not applicable
10. Optional Intellectual Property Rights ("IPR") Clauses	Not applicable
11. Charges	<p>Total Contract Value shall be [REDACTED] ex VAT.</p> <p>The Charges for the Deliverables shall be as set out in Annex 3 – Charges.</p>
12. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number [REDACTED] (PO Number), to: [REDACTED] or;</p> <p>Home Office Shared Service Centre PO Box 5015 Newport NP20 9BB</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable team either by email to: [REDACTED] or by telephone [REDACTED] between 09:00-17:00 Monday to Friday.</p>
13. Data Protection Liability Cap	In accordance with clause 12.5 of the Conditions, the Supplier's total aggregate liability under clause 14.7(e) of the Conditions is no more than the Data Protection Liability Cap, being one hundred and twenty five percent (125%) of the

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	total Contract Price paid or payable by the Authority to the Supplier for the Services.
14. Progress Meetings and Progress Reports	<ul style="list-style-type: none">• The Supplier shall attend progress meetings with the Buyer every quarter.• The Supplier shall provide the Buyer with progress reports every quarter.
15. Buyer Authorised Representative(s)	For general liaison your contact will continue to be [REDACTED] or, in their absence, [REDACTED]
16. Supplier Authorised Representative(s)	For general liaison your contact will continue to be [REDACTED]
17. Address notices for	Buyer: Supplier:

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18. Key Staff	<table><tr><td>Key Staff Role:</td><td>Key Name:</td><td>Staff</td><td>Contact Details:</td></tr><tr><td colspan="4"></td></tr></table>	Key Staff Role:	Key Name:	Staff	Contact Details:				
Key Staff Role:	Key Name:	Staff	Contact Details:						
19. Procedures and Policies	The Buyer requires the Supplier to ensure that any person employed in the Delivery of the Deliverables has undertaken a disclosure and barring service check.								
20. Special Terms	Special Term 1 – N/A								
21. Incorporated /terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none">a) The cover letter from the Buyer to the Supplier dated [Insert date] (if used)b) This Order Formc) Any Special Terms (see row 20 (Special Terms) in this Order Form)d) Conditions (as they may be amended by VI. Annex 5 – Optional IPR Clauses)								

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	<p>e) The following Annexes in equal order of precedence:</p> <ul style="list-style-type: none">i. Annex 1 – Processing Personal Dataii. IV. Annex 2 – Specificationiii. Annex 3 – Charges <p>f) Annex 4 – Supplier Tender, unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Name: 	Name: 
Date: 26.4.23	Date: 26.04.2023
Signature: 	Signature: 

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III. Annex 1 – Processing Personal Data

Part A - Authorised Processing Template

Contract:	C24897
Date:	25/04/2023
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	The Buyer is Controller, and the Supplier is Processor.
Subject matter of the processing	The subject matter of the processing is Border Force Front line Officers who require psychological and physiotherapy treatment due to experiencing trauma, stress, and injuries whilst at work which has impacted their ability to remain in work.
Duration of the processing	Border Force will issue a referral to the Supplier; a clinical assessment with eligible Border Force Officers will be carried out followed by a two- week residential rehabilitative care/support. The Supplier is expected to provide the required assessment and treatment within a month of receiving a referral from the Buyer.
Nature and purposes of the processing	The service is required to support Border Force Officers exposed to stress, trauma and/or injuries at work by providing a physiotherapy, psychological assessment, and a two- week intensive inpatient programme services. This service will ensure Border Force Officers are treated quickly and accurately to ensure an easy return to work. Furthermore, without processing officers' data, the Supplier will not be able to liaise with the subject matter to arrange clinical assessments and treatment.
Type of Personal Data	Border Force Officer Name, contact information such as email address, mobile number, Date of Birth, information about subject matter current health/mental health concerns, Line Manager name and email address, GP/OHS name and email address and a brief reason for the referral.

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Categories of Data Subject	<ul style="list-style-type: none"> - Any injury or stress/anxiety/depression that puts the Border Force Officer out of work for a period of more than 28 days that would benefit from intensive physiotherapy treatment, or a psychological support programme confirmed through Occupational Health referral or GP; - Any Border Force Officer who is involved in a traumatic incident as a result of their work or veterans who may be employed with existing posttraumatic stress disorder (PTSD) who may benefit from this service (PTSD Programme); - Any frontline Border Force Officer that suffered an injury through work that would benefit from intensive physiotherapy treatment confirmed through Occupational Health referral or GP.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	Records should only be kept for as long as they are needed. Under UK GDPR and the DPA 2018, personal data processed by organisations must not be retained for longer than is necessary for its lawful purpose. Border Force would recommend the supplier the retention period of 5 years to review existing referrals and consider destruction if necessary. The maximum retention period is 10 years.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract	The Suppliers own premises
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	<p>The Supplier has GDPR policy and privacy policy which are all validated and audited by the Data Protection Officer (External provider - Regulatory solutions Ltd).</p> <p>The Supplier IT systems have a strong firewall and full security which is verified by external provider [REDACTED]</p> <p>Registered with the ICO.</p>