

FRAMEWORK SCHEDULE 5: ORDER AND CALL-OFF TERMS

Part 1

Pro Forma Order

Date	[REDACTED]	Order Reference	[REDACTED] 14345
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FROM:

Contracting Body	Ministry of Justice "Customer"
Contracting Body's Address	102 Petty France, London, SW1H 9AJ
Invoice Address	102 Petty France, London, SW1H 9AJ
Principal Contact	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED] Fax: [REDACTED]

TO:

Supplier	[REDACTED] "Supplier"
Supplier's Address	[REDACTED]
Account Manager	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED] Fax: [REDACTED]

1. GENERAL

- 1.1 This Order is entered into pursuant to the Framework Agreement.
- 1.2 This Order incorporates the Call-Off Terms (as amended herein) and constitutes a separate contract between the parties set out above.
- 1.3 In this Order (except where the context otherwise requires), words and phrases shall have the meaning set out in the Framework Agreement and this Call-Off Agreement or as otherwise defined in this Order.

2. TERM

- 2.1 **Commencement Date**
This Call-Off Agreement commences on: [REDACTED]
- 2.2 **Expiry Date**
[The term of the Call-Off Agreement should be for a period of no longer than 3 years]
This Call-Off Agreement shall expire on [REDACTED] unless terminated earlier in accordance with the Call-Off Terms or otherwise at Law.
- 2.3 **Services Requirements**
 - 1.3.1 This Order is for the provision of the Services by the Supplier to the Customer to meet the Customer's Service Requirements, such Service Requirements being set out below:

1. Review of accuracy and existence of costs in G4S healthcare claim [REDACTED]
 - (a) Understand and document basis of G4S healthcare claim at each prison
 - (b) Perform an analytical review to understand year on year movements and identify significant components of the G4S healthcare claim
 - (c) Sample based detailed testing of additional costs claimed as a "Significant Change" as defined in the prison contracts reported as incurred by G4S, to include at least three monthly payroll charges across the period for each prison, and significant costs incurred in relation to medical supplies. Agree sample to available underlying documentation (e.g. payroll records or third party documentation where appropriate).
 - (d) Review and document overhead allocation methodology.
 - (e) Review and document margin calculation methodology.
2. Review of G4S baseline (i.e. healthcare cost which G4S classify as included in the original contract cost)
 - (a) Understand and document basis of G4S baseline as include in healthcare claim (we have been advised this the information included at tab "SDPL" of G4S' claim.
 - (b) Review calculation, methodology and allocation of healthcare costs which G4S consider relate to the original contract pre the 2008 Health and Social Care Act.
 - (c) Understand total revenue earned by G4S in relation to the three prisons in the claim period, and assess healthcare costs included in the G4S baseline and costs reported as incurred (as tested at 1.) as a proportion of total revenue.
3. Review G4S healthcare claim in context of being reasonable and necessary
 - (a) Clarify the healthcare costs impact and related contract amendments of any significant historical changes in prisoner places based on information provided to us (for example, additional prison blocks at Parc).
 - (b) Consider relevance and impact of any change in use of each prison (for example, we understand HMP Rye Hill was changed to a sex offenders prison during the review period).
 - (c) Review G4S healthcare claim documentation in respect of relevant legislative changes and sample test these assertions to actual costs in (1)
 - (d) Review relevant CQC published report 'requirements' in relation to the three prisons under review.
4. Review of potential overpayment of Additional Prisoner Places at HMP Parc (as identified in the [REDACTED] report 'G4S Prisons Draft Report - 19 12 13.pdf')
5. Depending on findings in 1 and 4, analyse the difference between costs in 1. with G4S proposed going forward costs and sample test the difference in costs for accuracy and existence.

3. BASE LOCATION

3.1 The Base Location at which the Services shall be performed is:
1 Embankment Place, and G4S locations if required.

4. PAYMENT

4.1 **Payment Profile**
Charges will be based on the charging structure set out in Framework Schedule 2 (Charging Structure) as follows:
[REDACTED]

Our estimated cost for the Services Requirements is in the range: £45,000 to £100,000.

4.2 **Invoicing**

The Supplier shall raise its invoice for the Charges Monthly in arrears.

4.3 Invoice format

The Supplier shall issue paper invoices to the following address:

For the attention of: Ian Hammerton

Address: 102 Petty France, London,

Email: ian.hammerton@justice.gsi.gov.uk

4.4 Payment Terms

Payment shall be made by BACS to the following account details:



4.5 Liquidated Damages

Not applicable.

5. LIABILITY

5.1 The Supplier's Limit on Liability

Subject to provisions of Clauses 34.1 and 34.5 of the Call-Off Terms, the Supplier's total aggregate liability under and in connection with this Call-Off Agreement whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to £ [REDACTED]. For the avoidance of doubt, the Parties acknowledge and agree that this Clause shall not limit the Supplier's liability under the Framework Agreement which liability shall be governed by the terms of the Framework Agreement.

5.2 The Customer's Limit on Liability

Subject to provisions of Clauses 34.1 and 34.5 of the Call-Off Terms, the Customer's total aggregate liability under and in connection with this Call-Off Agreement whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to £ [REDACTED]. For the avoidance of doubt, the Parties acknowledge and agree that where the Customer and the Authority are the same entity, this Clause shall not limit the Authority's liability under the Framework Agreement, which liability shall be governed by the terms of the Framework Agreement.]

6. INSURANCE

6.1 Minimum Insurance Period and Insurance Requirements

The Supplier shall maintain the following insurances throughout the duration of this Call-Off Agreement and for a period of [REDACTED] years following the expiration or earlier termination of this Call-Off Agreement:

- professional indemnity insurance with a minimum limit of indemnity of £ [REDACTED] for each individual claim;
- employers' liability insurance with a minimum limit of £ [REDACTED].

7. PERFORMANCE OF THE SERVICES, TRANSITION ACTIVITIES AND DELIVERABLES

We will provide a summary of our initial findings on points 1 to 3 by close of business on [REDACTED]
[REDACTED]

8. SPECIAL TERMS

Not applicable

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter into a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

For and on behalf of the Supplier:

Name and Title		
Position		
Signature		
Date		

For and on behalf of the Customer:

Name and Title		
Position		
Signature		
Date		