



**LETTER OF ENGAGEMENT OF CHRISTINA LIM AS SECONDEE
TO SUPPORT THE CARE QUALITY COMMISSION
MARKET OVERSIGHT TEAM**

Private & Confidential

For the Attention of: [REDACTED]

PricewaterhouseCoopers LLP

7 More London Riverside

London

SE1 2RT

CQC's ref: **CQC PSO 210**

28th October 2019

Dear [REDACTED]

Engagement of [REDACTED] of PricewaterhouseCoopers LLP ("PwC")

1. Background

1.1 We refer to the Framework Agreement for the Provision of Accountancy Services for the Independent Business Reviews and Consultancy between (1) the Care Quality Commission ("the CQC") and (2) PricewaterhouseCoopers LLP ("PwC") dated 16th April 2016 ("the Framework Agreement") under which PwC has been selected in accordance with the Award Procedure contained in the Framework Agreement to provide the services as described in section 2 of this Letter ("the Services").

For the purposes of this Letter of Engagement:

- References to the Appendices are references to the appendices to this Letter of Engagement; and
- The following Appendices shall form part of this Letter of Engagement.

- o Appendix 1- Scope of the Services
- o Appendix 2 – Charges

- 1.2 From 6th April 2015, the CQC has been empowered by Section 55 of the Care Act 2014 to operate a market oversight scheme to assess the financial sustainability of the most difficult to replace providers of Adult Social Care.
- 1.3 Paragraph 3 of Annex 1 ('The Services) of the Agreement includes as part of the scope of Services, a requirement for secondment opportunities directly into the CQC Market Oversight team. The secondment opportunities are likely to be at below partner level for up to 12 months. Furthermore, clause 2.7 of Annex 5 (Call-off Contract) of the Agreement provides that *"In the event that CQC requires the Service Provider's Staff to undertake a secondment opportunity, the Parties shall agree the terms in advance of the same."*
- 1.4 PwC and CQC agree that Christina Lim who is an employee of the PwC's subsidiary ("PwCE") will provide the Services described in Appendix 1. The Secondee's reporting manager during the secondment will be the Head of Market Oversight.
- 1.5 This Letter of Engagement sets out the Services that the Secondee will provide to CQC and the terms and conditions on which those services will be provided.

2. Scope of the Services

- 2.1 The Services are set out in Appendix 1 to this Letter of Engagement.
- 2.2 Any work carried out by the Secondee prior to the date of this Letter of Engagement in connection with services described in Appendix 1 will be regarded as forming part of the Services. The Services will be subject to the terms of this Letter of Engagement and its Appendices.

3. Secondment and Duration

- 3.1 The Secondee will be seconded by PwC to work for the CQC in the post of Market Oversight Manager for the purpose of supporting the Market Oversight Team. The secondment shall be from **18 November 2019 to 18 August 2020** unless terminated earlier in accordance with this Agreement.
- 3.2 During the secondment, the Secondee will work under the supervision of the CQC's Head of Market Oversight and carry out all reasonable instructions from the CQC. The Secondee will carry out their duties during the secondment in a professional manner and to a professional standard, exercising the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person of their level.
- 3.3 The key contact in PwC for the purpose of this Agreement is David Baxendale.
- 3.4 PwC will take out and maintain in full force with a reputable insurance company a reasonable level of insurance cover for loss, injury or damage caused to or by the Secondee in connection with the secondment.
- 3.5 During the secondment the CQC will be responsible for the Secondee's health & safety insofar as this is within the CQC's control. The CQC will ensure that the Secondee is only

required to work for it for such periods and at such times as are permitted by the Working Time Regulations 1998.

4. Remuneration

- 4.1 During the secondment, PwC will continue to pay the Secondee his/her normal remuneration (including pay for sickness absence and annual leave, any variable pay, all benefits, and pension contributions).
- 4.2 PwC will continue to be responsible for paying PAYE tax and national insurance contributions and any other applicable deductions in respect of the Secondee's remuneration.
- 4.3 Any pay rises during the secondment will be determined by PwC in the normal way.

5. Standards

- 5.1 During the secondment, the Secondee will observe the CQC's rules, policies and procedures relating to conduct and standards, including confidentiality and security, unless PwC's rules, policies or procedures require a higher standard, in which case the Secondee will observe that higher standard in addition. This will also apply after the secondment has ended, in relation to any continuing obligations (including confidentiality).
- 5.2 In the event of any breach of this clause, the CQC will inform PwC, and may terminate the secondment early as set out in the termination clause in this agreement.
- 5.3 The CQC will not require the Secondee to disclose or use any information which is confidential to PwC. Any information the CQC does acquire as a result of the secondment will be kept confidential.
- 5.4 PwC will not at any time require the Secondee to disclose or use any information which is confidential to the CQC and will at all times keep confidential any confidential information it acquires as a result of the secondment.
- 5.5 If an actual or potential conflict of interests arises during the secondment, any party which becomes aware of the conflict will notify the other parties in writing as soon as possible, and all the parties will attempt to manage the conflict appropriately. If this is not possible, the secondment must be terminated in accordance with the termination clause in this agreement.

6. Discipline and grievances

- 6.1 The Secondee will continue to be subject to the disciplinary and grievance procedures of the PwC during the secondment. The CQC will co-operate with PwC in such matters, including by providing any necessary information as required.
- 6.2 The CQC and PwC will notify each other promptly if they become aware of any disciplinary issue or grievance.

7. Charges and payment

7.1 In consideration of providing the Services, CQC shall pay to PwC all charges reasonably incurred for the provision of the Services. Details regarding the calculation and payment of the Charges are set out in Appendix 2.

8. Unavailability and absence of Secondee

8.1 The Secondee is entitled to [REDACTED] holiday per year and [REDACTED] and may take holiday during the secondment provided that the Secondee gives CQC not less than three weeks' notice. Such time will not be charged to CQC.

8.2 The Secondee may be required to attend training courses provided that the Secondee gives CQC not less than three weeks' notice. Such time will not be charged to CQC.

8.3 In the event of unforeseen circumstances beyond PwC's control, such as the ill health, accident or exceptional leave of the Secondee, PwC will discuss alternative arrangements with CQC.

9. Performance monitoring and review

9.1 During the secondment, PwC will continue to conduct performance reviews of the Secondee in accordance with its procedures.

9.2 CQC will provide written feedback to PwC on the Secondee's performance every three months for the purpose of their performance review.

10 Status of secondee

For the avoidance of doubt, this Letter of Engagement shall not create a contract for employment, a relationship of agency or partnership or a joint venture between the Secondee and CQC. The Secondee will not hold themselves out as an officer, director, shadow director, manager, secretary or employee of CQC and CQC will not ask them to do so.

11. Liabilities

11.1 During the period of the secondment, the Secondee will at all times be under CQC's direction, control and supervision, and not that of PwC. CQC will be responsible for the Secondee's work and for providing a safe working environment for the Secondee. To the extent permitted by law PwC, their partners, and staff accept no liability to anyone for the work done by the Secondee during the Secondment except as set out below.

11.2 CQC will ensure that the Secondee is only required to manage, supervise, implement or otherwise put in to effect any of your, or your group members', decisions where supervised by CQC and CQC take ultimate responsibility for this.

11.3 CQC and the PwC agree that the liability of the PwC for a breach of their duty to exercise reasonable skill and care in proposing a person with appropriate skills and experience to act

as Seconded shall be subject to a total aggregate limit of 3 times the fees payable for the secondment (excluding VAT) or [REDACTED] whichever is greater.

12. Termination

- 12.1 CQC may terminate the secondment by giving written notice to the PwC if the conduct of the Seconded would entitle CQC to dismiss them with immediate effect if they were employed by CQC.
- 12.2 The PwC may end the secondment by notice where, the performance of the Services may breach a legal or regulatory requirement.
- 12.3 Either CQC or the PwC may end the secondment at any time by giving 30 days' written notice.

13 Intellectual Property

- 13.1 For purposes of this clause 10, Intellectual Property Rights ("IPR") shall mean patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
- 13.2 Save for any pre-existing IPR owned by PwC, all Intellectual Property Rights in the output created and made by the Seconded in the performance of the Services during the secondment shall vest with CQC.
- 13.3 PwC shall not acquire any right, title or interest in or to the IPR of CQC or its licensors.
- 13.4 Subject to clause 13.2, CQC shall not acquire any right, title or interest in or to the IPR of PwC or its licensors.

14 Data Protection

- 14.1 By signing this agreement the Seconded agrees to appropriate information and personal data (as defined in the Data Protection Act 2018 as amended from time to time) about him/her being passed between PwC and the CQC and the CQC holding, processing and accessing such information and personal data both manually and by electronic means for legal, personnel, employment, managerial, administrative and similar purposes and to comply with legal requirements and guidance.
- 14.2 For the purposes of this clause, references to "personal data" include "sensitive personal data" as defined by the Data Protection Act (as amended from time to time). Sensitive personal data that may be held by PwC and may be transferred to the CQC where necessary will include information about: the Seconded's physical or mental condition, the commission or alleged commission of any offence; any proceedings for an offence committed or alleged to have been committed by the Seconded, including the outcome or sentence in such proceedings; and racial or ethnic origin or religious or similar beliefs (for the purposes of equal opportunities monitoring). Such information will be held securely.

- 14.3 In the interests of open government and public access to information, the CQC may need to disclose details of officials who are on secondment to it from non-Civil Service organisations, including the Seconded's name, the name and address of PwC, the nature of the work done and the sums paid to PwC by the CQC. This could be made necessary or desirable by legislation, Parliamentary questions, and requests for information under the Freedom of Information Act, or by central guidance or departmental policy on disclosure. PwC and the Seconded consent to such disclosure. In deciding what disclosure should be made, the CQC will take account of its obligations under the Data Protection Act 2018.

15 Equipment

- 15.1 CQC shall provide the Seconded with the equipment (a laptop, CQC e-mail address and mobile phone) necessary in order to the performance the Services during the secondment.

16 Return of Information

- 16.1 The Seconded will immediately at the request of CQC:
- (1) return all equipment, documents and materials (and any copies) containing, reflecting, incorporating, or based on the disclosing party's confidential information including CQC's IPR and all copies thereof in the possession or control of the Seconded or will destroy the confidential information; and
 - (2) erase all the disclosing party's confidential information from any computer system used to process work for CQC.

17 Ethical considerations

- 17.1 This clause will apply during the secondment and for a period of 6 months after its termination or expiry.
- 17.2 CQC shall not induce (or attempt to induce) the Seconded to leave PwC or take up employment with the CQC. This will not restrict CQC from employing staff who apply unsolicited in response to a general advertised recruitment campaign.

18 Assignment

This agreement may not be assigned by any party to the agreement without the agreement of the other two parties.

19 Variation

The terms of this agreement may only be varied by agreement in writing between the parties.

20 Third Party Rights

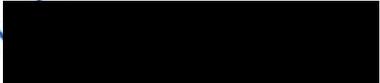
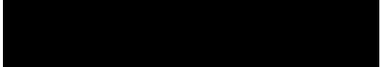
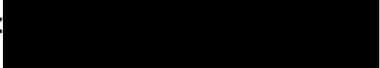
A person who is not a party to the agreement set out in this Letter of Engagement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

21 Governing Law and Jurisdiction

The agreement set out in this Letter of Engagement shall be governed by and construed in accordance with English Law.

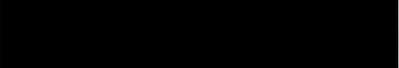
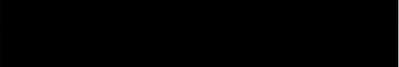
As authorised signatory of the CQC, has read and understood the terms and conditions of this Letter and the Appendices, and confirm that CQC agrees to and accepts them, including, but not limited to, the clauses relating to the limitation of liability of Pricewaterhouse Coopers LLP. Further, CQC acknowledges that the duty of care and responsibilities of Pricewaterhouse Coopers LLP in connection of the work set out in this letter are owed solely to the CQC.

Care Quality Commission

Signed: 
Name: 
Position: 
Date: 

As authorised signatory of Pricewaterhouse Coopers LLP I have read and understood the terms and conditions of this Letter and the Appendices and confirm that Pricewaterhouse Coopers LLP agrees to and accepts them.

PricewaterhouseCoopers LLP

Signed: 
Name: 
Position: 
Date: 

Appendices:

Appendix 1 - Scope of the Services

Appendix 2 – Charges

Appendix 1 – Scope of the Services

1. Introduction and objectives of Project

CQC requires [REDACTED] of PricewaterhouseCoopers LLP to undertake a secondment opportunity for a period of 9 months (full time) to work with CQC's Market Oversight team. The Secondee's role will be a Manager, Market Oversight.

Location – 151 Buckingham Palace Road, London, SW1W 9SZ. The Secondee may be required to travel at CQC's request.

2. Job Description

Job Title: Manager of Market Oversight

Team/ Directorate: Chief Inspector for Adult Social Care

Responsible to: Head of Market Oversight

Accountable to: Head of Market Oversight

JOB SUMMARY:

The Care Quality Commission is the independent regulator of health and social care services in England. We have a clear purpose to make sure care services provide people with safe, effective, compassionate, high quality care, wherever and whenever they receive it, and to encourage services to improve.

Since April 2015, the CQC has taken on a new regulatory duty for market oversight of an estimated 40 to 60 corporate providers of adult social care. Its purpose is to protect people in vulnerable circumstances from the effects of the failure of 'difficult to replace' adult social care providers. This is to be achieved through monitoring the financial sustainability of providers in the scheme, in order to provide early warnings of potential business failure to local authorities. The scheme is not intended to prevent providers exiting the market, but rather to support local authorities to ensure continuity of care to service users and reassure people in vulnerable circumstances should a provider exit the market due to business failure.

The manager of Market Oversight will be a member of the Corporate Provider and Market Oversight Team which will be responsible for ensuring the CQC fulfils its new regulatory duty. The role will report directly to a Head of Market Oversight, and will include:

- Preparing quarterly financial sustainability reporting packs based on financial and quality indicators for approximately 20 to 30 corporate providers;
- Performing ad-hoc financial risk analysis where required;

- Documenting risk assessment decisions based on advice from the Head of Market Oversight;
- Liaising with corporate providers on the provision of information, and performing periodic audits to statutory financial information; and
- Collating market intelligence reports which will be used to identify potential new entrants into the market oversight scheme.

Knowledge and any specialist skills required:

- ACA, CIMA or other similar accounting qualification;
- Minimum of four years experience (one year post qualified);
- Strong IT and data manipulation skills, including experience of using Microsoft Excel and database software;
- Financial analysis experience in either a management accounting, transaction services or restructuring environment;
- Strong report writing skills;
- Knowledge of the various different business ownership and financing structures and an understanding of the associated business failure risks;
- Knowledge of the healthcare industry and in particular of the adult social care sector market;
- Knowledge of restructuring solutions and insolvency procedures;
- Experience of working in a team and meeting regular deadlines;
- Ability to build and maintain strong working relationships, both internally and externally; and
- Experience of handling confidential and commercially sensitive information.

DUTIES AND RESPONSIBILITIES FOR THE ROLE:

The Manager of Market Oversight will be responsible for:

- Supporting one of the Heads of Market Oversight by preparing quarterly financial sustainability reporting packs for approximately 20 to 30 providers;
- Making initial risk assessment decisions for review by the Head of corporate providers and market oversight;
- Documenting all risk assessment decisions and ensuring there is an accurate record of issues identified and resultant conclusions;

- Performing further financial analysis as required and adapting templates to reflect the specific requirements of providers;
- Liaising with corporate providers on the provision of information, including regular audits of information to underlying records and statutory accounts;
- Collating market information using third party tools to identify potential new entrants to the scheme (for review by the Head of Market Oversight); and
- Consistently demonstrating the CQC values and behaviours that generate trust from internal and external stakeholders.

Also include details of People skills, External impact, Decision making and Innovation.

People skills:

- Communication with Intelligence to collate quality information and ensure reporting packs are delivered on time;
- Communication with providers on information provision.

External Impact:

- The role of Manager of Market Oversight will be an important point of contact with providers, which can involve travel to help embed a greater understanding of their business

Decision making:

- The role of Manager of Market Oversight will contribute to decisions which may attract significant public interest and scrutiny

Innovation:

- Develop new financial analysis techniques to reflect complex financing and ownership structures and emerging issues in the market;
- Design reporting packs which present key analysis in a clear and concise manner;
- Work alongside IT and Intelligence to develop solutions which increases the automation of the financial risk assessment process; and
- Contribute to reports on the state of the market to highlight the financial risks and to promote a more robust adult social care market.

PERSON SPECIFICATION REQUIREMENTS

Factors	Description	Essential	Desirable
Education / Qualifications	<ul style="list-style-type: none"> - <i>Appropriate Accounting Qualification or equivalent (ACA, ACCA or CIMA)</i> - <i>4 years + work experience in finance</i> 	✓	✓
Experience	<ul style="list-style-type: none"> - <i>Financial analysis experience in either a management accounting, transaction services or restructuring environment</i> - <i>Strong IT and data manipulation skills, including experience of using Microsoft Excel and database software</i> 	✓ ✓	
Knowledge	<ul style="list-style-type: none"> - <i>Knowledge of the healthcare industry and in particular of the adult social care sector market;</i> - <i>Knowledge of restructuring solutions and insolvency procedures;</i> 		✓ ✓
Specialist knowledge	<ul style="list-style-type: none"> - <i>Knowledge of the various different business ownership and financing structures and an understanding of the associated business failure risks;</i> 	✓	
Aptitudes/ Disposition	<ul style="list-style-type: none"> - <i>Excellent communication, presentation and interpersonal skills</i> 	✓	

Appendix 2 – Charges

1. Basis of fees

The Seconded's fees have been agreed at a rate of **£27,380.00** [REDACTED] plus VAT (if applicable) and expenses incurred in accordance with the PwC's expenses policy.

2. Payment

The PwC will invoice CQC every month, including outlays and VAT. Invoices will be paid by the CQC in accordance with clause 3 of the terms of the Call-Off Contract, upon receipt of a valid invoice.