



Crown  
Commercial  
Service

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**Call Off Order Form for Management Consultancy Services**

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

**Provision of Services**

**DHSC and Health System Finance Reset**

## PART 1 – CALL OFF ORDER FORM

### SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Management Consultancy Services (Ref: **RM3745**) dated *4<sup>th</sup> September 2017*

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

<b>Order Number</b>	<b>C33534</b>
<b>From</b>	Secretary of State for Health and Social Care acting as part of the Crown (" <b>CUSTOMER</b> ")
<b>To</b>	PricewaterhouseCoopers LLP 1 Embankment Place, London, WC2N 6RH (" <b>SUPPLIER</b> ")

### SECTION B

#### CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date: 25<sup>th</sup> May 2021</b>
	<b>Expiry Date:</b>  End date of Initial Period <b>31<sup>st</sup> December 2021</b>  End date of Extension Period <b>Extension 1 31<sup>st</sup> March 2022</b> <b>Extension 2 30<sup>th</sup> June 2022</b>  Minimum written notice to Supplier in respect of extension: <b>2 weeks</b>

## SERVICES

<p><b>2.1.</b></p>	<div> <b>Services required:</b>   <div style="background-color: black; height: 20px; width: 400px;"></div> </div> <div> Engagement services include: <ul style="list-style-type: none"> <li>• Planning and Governance</li> <li>• Finance Strategy and vision</li> <li>• Finance Controls</li> <li>• Performance / capability</li> <li>• Operating Model</li> <li>• Behaviour and cultural change</li> </ul> </div> <div> <div style="background-color: black; height: 40px; width: 700px;"></div> </div> <div> <div style="background-color: black; height: 30px; width: 850px;"></div> <div style="background-color: black; height: 30px; width: 800px;"></div> <div style="background-color: black; height: 30px; width: 700px;"></div> <div style="background-color: black; height: 30px; width: 600px;"></div> <div style="background-color: black; height: 30px; width: 500px;"></div> <div style="background-color: black; height: 30px; width: 400px;"></div> <div style="background-color: black; height: 30px; 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## PROJECT PLAN

3.1.	<b>Project Plan</b>  To be determined in conjunction with the client on mobilisation however Annex B outlines the approach to the work.
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## CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> Not applied
4.2	<b>Service Levels/Service Credits:</b> Not applied
4.3	<b>Critical Service Level Failure:</b> Not applied

<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <b>For the Customer:</b> <div style="background-color: black; height: 1.2em; width: 100%;"></div> <div style="background-color: black; height: 1.2em; width: 30%;"></div> <div style="background-color: black; height: 1.2em; width: 45%;"></div> <div style="background-color: black; height: 1.2em; width: 15%;"></div> <div style="background-color: black; height: 1.2em; width: 30%;"></div> <b>For the Supplier:</b> <div style="background-color: black; height: 1.2em; width: 30%;"></div> <div style="background-color: black; height: 1.2em; width: 35%;"></div> <div style="background-color: black; height: 1.2em; width: 15%;"></div> <div style="background-color: black; height: 1.2em; width: 15%;"></div> <div style="background-color: black; height: 1.2em; width: 30%;"></div>
<b>5.2</b>	<b>Relevant Convictions</b> Not applied
<b>5.3</b>	<b>IR35</b> Supplier's teams may include contractors )which may be operating through their own companies) as well as PwC staff. The Supplier assumes that the tax indemnity at clause 24 is not intended to apply in cases of any error by Customers in its determination under chapter 10, Part 2, ITEPA 2003 or failure to make such determination, resulting in a tax liability or demand of any kind.
<b>5.4</b>	<b>COVID</b> The Customer shall afford the same protections in relation to the prevention/handling of COVID-19 to the Supplier'' staff whilst such staff are on the Customer's premises or on third party premises (at the Customer's request) that the Customer affords to the Customer's own staff.

## PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>The Maximum Value of this agreement is £2,500,000</p> <table border="1" data-bbox="300 327 1353 891"> <thead> <tr> <th data-bbox="300 327 858 450">Name(s)/Description of Service</th> <th data-bbox="858 327 1353 450">Daily Rate Offered (£ exc. VAT)</th> </tr> </thead> <tbody> <tr> <td data-bbox="300 450 858 595">Partner/ Director Accountant /Auditor</td> <td data-bbox="858 450 1353 595"></td> </tr> <tr> <td data-bbox="300 595 858 674">Managing Accountant /Auditor</td> <td data-bbox="858 595 1353 674"></td> </tr> <tr> <td data-bbox="300 674 858 730">Principal Accountant / Auditor</td> <td data-bbox="858 674 1353 730"></td> </tr> <tr> <td data-bbox="300 730 858 775">Senior Accountant /Auditor</td> <td data-bbox="858 730 1353 775"></td> </tr> <tr> <td data-bbox="300 775 858 819">Accountant/Auditor</td> <td data-bbox="858 775 1353 819"></td> </tr> <tr> <td data-bbox="300 819 858 891">Junior Accountant / Auditor</td> <td data-bbox="858 819 1353 891"></td> </tr> </tbody> </table> <p>These rates are to remain firm for the duration of the contract including any extension For the avoidance of doubt, this contract is entered into on a Time and Materials basis. Indicative values for Year 1 are estimated to be £2,500,000.00 exc. VAT. Any extension provision is subject to additional budget approval.</p>	Name(s)/Description of Service	Daily Rate Offered (£ exc. VAT)	Partner/ Director Accountant /Auditor		Managing Accountant /Auditor		Principal Accountant / Auditor		Senior Accountant /Auditor		Accountant/Auditor		Junior Accountant / Auditor	
Name(s)/Description of Service	Daily Rate Offered (£ exc. VAT)														
Partner/ Director Accountant /Auditor															
Managing Accountant /Auditor															
Principal Accountant / Auditor															
Senior Accountant /Auditor															
Accountant/Auditor															
Junior Accountant / Auditor															
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>														
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted unless agreed in advance between the Customer and the Supplier</p>														
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>Invoices should be submitted to:</p> <p>Department of Health and Social Care 39 Victoria Street London SW1H 0EU OR Email: </p>														
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the Call Off Contract and any extensions.</p>														

<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Applied
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £2,500,000
<b>7.2</b>	<b>Supplier's limitation of Liability</b> In Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> Clause 38.3 of the Call Off Terms  The Supplier will maintain Professional Indemnity, Public Liability and Employer's Liability insurance at the levels of cover specified in Schedule 14 of the Framework Agreement.

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b>  In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to 14 working days
<b>8.3</b>	<b>Undisputed Sums Limit:</b>  In Clause 43.1.1 of the Call Off Term
<b>8.4</b>	<b>Exit Management:</b> Not applied






## SUPPLIER INFORMATION



<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The following information shall be deemed Commercially Sensitive Information: <ul style="list-style-type: none"> <li>• any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including Staff engaged in the provision of the Services;</li> <li>• any information falling within the definition of "Supplier's Confidential Information".</li> </ul> The duration for which such information shall be confidential as long as the law allows.

## OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: <b>4<sup>th</sup> May 2021</b> Recital D - date of receipt of Call Off Tender 14 <sup>th</sup> May 2021
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Call Off Schedule 7 (Security) Short Form (paragraphs 1 to 5)
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data</b> Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 60px; height: 15px; margin-bottom: 5px;"></div> 39 Victoria Street London SW1H 0EU <div style="background-color: black; width: 200px; height: 15px; margin-top: 5px;"></div>

	<p>Supplier's postal address and email address:</p> <p>   7 More London Riverside  London  SE1 2RT </p>
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>Not required</p>
<b>10.11</b>	<p><b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b></p> <p>Not Applied</p>
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>See Annex A</p>
<b>10.13</b>	<p><b>Publicity and Branding</b></p> <p>Clause 36.3.2 of the Call Off Terms</p>
<b>10.14</b>	<p><b>Staff Transfer</b></p> <p>Given the nature of the services to be provided and the non-application of TUPE to the Services to be provided under this Call Off Contract, Schedule 10 shall not apply.</p>
<b>10.15</b>	<p><b>Processing Data</b></p> <p>Call Off Schedule 17</p> <p>The contact details of the Customer Data Protection Officer are:</p> <p>Data Protection Officer</p> <p>Department of Health &amp; Social Care  39 Victoria Street  Westminster  London  SW1H 0EU</p> <p>Email: </p> <p>The contact details of the Suppliers Data Protection Officer are:</p> <p>    PricewaterhouseCoopers LLP  1 Embankment Place  London  WC2N 6RH  </p>

	<p>Email: [REDACTED]</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Call Off Contract.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
10.1 6	<p><b>MOD DEFCONs and DEFFORM</b></p> <p>Not Applicable</p>
10.1 7	<p><b>LICENSING</b></p> <p>The parties agree that open source publication is not appropriate for this Call Off Contract and clauses 34.1.4 and 34.10 of the Call Off Terms will not apply.</p>


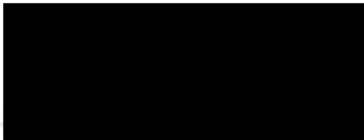
## **FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM** (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.


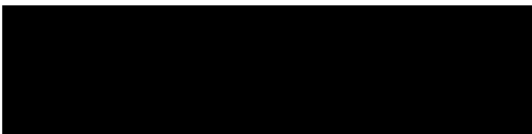
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

**For and on behalf of the Supplier:**

Name and Title	
Signature	
Date	27 May 2021

**For and on behalf of the Customer:**

Name and Title	
Signature	
Date	28 May 2021

## Service Specification for DHSC and Health System Finance Reset

### DHSC and Health System Finance Reset: Delivery Partner Specification

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CALL OFF TENDER

## Annex B - Our approach

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[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]