

Order Schedule 5 (Pricing Details)

1. Order Contract Charges

- 1.1 The Charges shall be calculated in accordance with the terms of the Order Contract and in particular in accordance with the terms of the Order Form and this Order Schedule 5;
- 1.2 Day rate-based Charges shall be calculated on the basis of Professional Working Days worked by Supplier Staff in relevant roles. A Professional Working Day is considered a Working Day of no fixed length and being as long as to permit all scheduled work to be completed. Usually an eight (8) hour day unless agreed otherwise, but it means that the Supplier will not be paid overtime if it is longer than eight (8) hours.
- 1.3 Any variation to the Charges payable under this Order Contract must be agreed between the Supplier and the Buyer and implemented using the procedure at Paragraph 3 below.

2. When the Supplier will be reimbursed for travel and subsistence

- 2.1 Expenses shall only be recoverable where:
 - 2.1.1 a day rate-based charging mechanism is used; and
 - 2.1.2 the Statement of Work states that recovery is permitted; and
 - 2.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.
- 2.2 The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

3. When Order Contract Charges may change

- 3.1 The Charges will be fixed for the first three (3) years following the Order Contract Start Date (the date of expiry of such a period is a "Review Date"). After this the Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").
- 3.2 The Supplier shall give the Buyer at least six (6) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

3.3 Any notice requesting an increase shall include:

3.3.1 a list of Charges to be reviewed;

3.3.2 for each Charge under review, written evidence of the justification for the requested increase including:

- (a) a breakdown of the profit and cost components that comprise the relevant element of the Charges;
- (b) details of the movement in the different identified cost components of the relevant Charges;
- (c) reasons for the movement in the different identified cost components of the relevant Charges;
- (d) a breakdown of the cost and profit elements that comprise the relevant pricing of the affected Role(s);
- (e) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
- (f) evidence that the Supplier's profit component of the relevant element of the Charges is no greater than that applying to that element of the Charges as at the Order Contract Start Date.

3.4 The Buyer shall consider each recommendation for an increase in Charges. The Buyer may grant approval to an increase at its sole discretion.

3.5 Where the Buyer approves an increase then it will be implemented from the first (1st) Working day following the relevant review Date or such later date as the Buyer may determine at its sole discretion and the Charges shall be updated accordingly.

4. Other events that may result in a change to the Charges

4.1 The DPS Order Charges can also be varied due to:

4.1.1 a Specific Change in Law in accordance with Clause 24;

4.1.2 a review in accordance with insurance requirements in Clause 13;

4.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges ;

4.1.4 a benchmarking review in accordance with Order Schedule 16 (Benchmarking).

5. Charging Bases

- 5.1 The Supplier shall provide the Deliverables set out in a Statement of Work in accordance with day rates in the rate card at Annex 1 to this Schedule and on the following charging bases, as requested by the Buyer:

5.1.1 Fixed

Where the Buyer and the Supplier agree a fixed price (covering all necessary costs for the Deliverables). The Supplier will continue at its own cost to provide the Deliverables where the agreed price has been exceeded, and the Buyer will pay the agreed fixed price only. The Buyer will have no obligation or liability to pay for the cost of any Deliverables delivered relating to the Statement of Work after the agreed price has been exceeded.

5.1.2 Time and Materials

Where the Buyer pays a total cost calculated on the basis of the Supplier's day rates for the total number of days to deliver the Deliverables as set out in the Statement of Work.

5.1.3 Capped Time and Materials

Capped Time and Materials is an agreed total cost, detailing the duration of works with day rates and total number of days, covering all necessary costs to deliver the Deliverables as set out in a Statement of Work. If the Supplier reaches the capped limit before all of the work is finished, the Supplier has to complete the work at their own cost. If the Supplier delivers the Deliverables early, the Buyer shall only pay the Supplier for the time taken to deliver the Deliverables.

5.1.4 Guaranteed Maximum Price with Target Cost

The Supplier agrees with the Buyer a target cost for delivery of Deliverables and a margin. The target cost and the margin are together referred to as the target price. A Guaranteed Maximum Price is set which is a specified percentage above the target price or target cost. Where the Supplier's actual costs are less than its target cost, the savings made are shared between the Buyer and Supplier. Where actual costs are greater than the target cost, the most the Buyer will pay is the Guaranteed Maximum Price.

- 6 The Supplier shall keep accurate records of hours properly worked in relation to each Deliverable and will submit to the Buyer a summary of the relevant records together with each Invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within 10 Working Day's of the Buyer's request.

- 7 Where the hours worked by any individual is less than 8 hours, then the charge will be based upon the proportion of the 8 hour Working Day worked by the individual, subject to a minimum of 25% of the relevant day rate applying.
- 8 For the avoidance of doubt, any time spent by the Supplier in agreeing a Statement of Work with the Buyer will be provided at no cost to the Buyer.
- 9 Expenses are only recoverable under Paragraph 2 above on the basis that Newcastle upon Tyne is the Buyer's base location. The Buyer will not fund travel or subsistence (including accommodation costs) in respect of any base location and any travel and subsistence (including any accommodation costs) in respect of other locations must be agreed in advance with the Buyer and will be in accordance with the Buyer's Travel and Subsistence Policy contained at Annex 2 to this Schedule.

ANNEX 1
RATE CARD

ONSHORE RATE CARD		
SFIA Rate / Role	SFIA Level (1-7)	Day Rate (£ ex VAT)
[REDACTED]	1. Follow	[REDACTED]
[REDACTED]	2. Assist	[REDACTED]
[REDACTED]	3. Apply	[REDACTED]
[REDACTED]	4. Enable	[REDACTED]
[REDACTED]	5. Ensure, Advise	[REDACTED]
[REDACTED]	6. Initiate, Influence	[REDACTED]
[REDACTED]	7. Set Strategy, Inspire, mobilise	[REDACTED]

OFFSHORE RATE CARD - UK SHIFT (This rate card is for resources working UK hours in India)		
SFIA Rate / Role	SFIA Level (1-7)	Day Rate (£ ex VAT)
[REDACTED]	1. Follow	[REDACTED]
[REDACTED]	2. Assist	[REDACTED]
[REDACTED]	3. Apply	[REDACTED]
[REDACTED]	4. Enable	[REDACTED]
[REDACTED]	5. Ensure, Advise	[REDACTED]
[REDACTED]	6. Initiate, Influence	[REDACTED]
[REDACTED]	7. Set Strategy, Inspire, mobilise	[REDACTED]

OFFSHORE RATE CARD - INDIA SHIFT (This rate card is for resources working to local time in India)			
SFIA Rate / Role	SFIA Level (1-7)	Day (£ ex VAT)	Rate
[REDACTED]	1. Follow	[REDACTED]	
[REDACTED]	2. Assist	[REDACTED]	
[REDACTED]	3. Apply	[REDACTED]	
[REDACTED]	4. Enable	[REDACTED]	
[REDACTED]	5. Ensure, Advise	[REDACTED]	
[REDACTED]	6. Initiate, Influence	[REDACTED]	
[REDACTED]	7. Set Strategy, Inspire, mobilise	[REDACTED]	

Role / Job Title	SFIA Level (1-7)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

ANNEX 2

BUYER'S TRAVEL AND SUBSISTENCE POLICY

Travel, subsistence and expenses

1. General Principles

1.1. Business travel must only be undertaken when there is no other reasonable option. When it is undertaken, the most cost effective means must be chosen with the consideration given to use of staff time, value for money, environmental impact and health and fitness benefits.

1.2. Public transport should be used, where available.

1.3. All travel, and potential related expenditure, must be approved in advance by an authorised manager on the relevant form. Journeys must be planned using the most cost effective method of travel.

1.4. Travel and accommodation must be booked through the NHSBSA appointed service agents.

1.5. Claims must be submitted within 3 months of the date the expense was incurred.

1.6. Any fines incurred, e.g. parking fines or other motoring offences, are the responsibility of the traveller and will not be reimbursed.

1.7. Suspected false claims will be investigated and may be reported to NHS Counter Fraud Authority. Disciplinary and/or criminal action may be taken against individuals found to have submitted fraudulent claims.

2. Travel

Rail

2.1. All rail travel will be standard class.

2.2. Rail travel will normally be the lowest cost method of travel with the lowest environmental impact. It also enables staff to work whilst travelling.

2.3. Tickets should be procured as economically as possible, taking advantage of cheaper fares available through advance booking or by booking specific trains. This will be done automatically by the NHSBSA appointed service agent.

Air

2.4. Before air travel is decided upon, it must be considered with rail travel as part of a cost-benefit assessment. Often, travelling to city centre locations is faster, easier and cheaper by train when other costs such as travel to and from airports, parking charges, check-in processes, baggage charges etc are taken into account.

2.5. Domestic air travel should only be authorised where:

- Business need warrants air travel;
- There is a cost benefit for the NHSBSA (in terms of total travel costs and avoidance of subsistence/accommodation costs).

2.6. International air travel must be authorised by the Chief Executive prior to booking.

Taxis

2.7 Where the need for a taxi is identified in advance bookings should be made, where practical, through NHSBSA contracts where these exist.

2.8 Where a taxi is required, and the need has not been anticipated or it isn't practical to pre-book, the costs may be reclaimed in the following circumstances:-

- If no public transport is reasonably available;

- When travelling early in the morning or late at night where personal safety is perceived as an issue;
- When carrying heavy/bulky luggage;
- If the use of available public transport is not appropriate or possible due to a medical condition;
- In an emergency.

Prior authorisation should be obtained from a more senior manager wherever possible. It is the responsibility of the manager to determine the cost effectiveness of taxi travel.

2.9. Where a claim includes a taxi fare, a reason for use of a taxi must be included and a receipt attached to the claim.

Road

2.10. Car travel can be economical, particularly where more than one person is making the journey and/or the journey cannot easily be made by rail travel.

2.11. Hire cars must be booked through the NHSBSA appointed provider.

2.12. Staff wishing to use their own vehicles on NHSBSA business must first seek permission to do so from an authorised person. Private vehicles may only be used where public transport, or a hire car, is unavailable, impractical or more costly. The private vehicle must be insured for business use and comply with other legal requirements.

2.13. Where a private vehicle is used when travel by a public service or hire car would be more appropriate, business travel mileage will be reimbursed at the reserve rate.

2.14. Where business travel mileage for one return journey is 90 miles or more, a hire car should be used.

2.15. Expenses incurred on journeys such as parking fees or tolls will be reimbursed. Receipts should be provided where available.

3. Subsistence

3.1. NHSBSA staff, who are required to travel in the course of their work, are entitled to claim for meals taken where the cost is above and beyond the cost they would normally incur. Rates are included in appendix 1.

3.2. Peripatetic staff, with home as their base, may not claim day subsistence whilst undertaking their normal duties.

4. Expense Claims

4.1. Expense claims should be submitted electronically via the link <https://nhsbsa.easy.giltbyte.com>. In submitting a claim, the employee confirms that:

- the expense was necessarily incurred on approved NHSBSA business; and
- s/he is entitled to claim reimbursement within the agreed rules; and
- s/he understands that the submission of false information may result in disciplinary action and/or criminal prosecution.

4.2. Expense claims should normally be submitted in the month following the month in which the expenditure was incurred. Claims must be submitted in any case within 3 months and must include original, itemised receipts **where these are required**. Original receipts must be scanned, saved and submitted electronically with the relevant claim. Original receipts must be retained by the claimant for one month following payment of the expense into their bank account. Payment will not be made without evidence of payment, i.e. receipts, where these are required.

4.3. Expense claims must be approved by a manager authorised to do so. Managers must satisfy themselves that each claim is correct and that the expense has necessarily been incurred on NHSBSA business. Managers must ensure that receipts for all expenses are attached to the claim.

4.4. Payment will be made in arrears on a monthly basis, with the claimant's salary.

4.5. Payment for expenses that are subject to deductions for tax and NI will be made on a monthly basis, with the claimant's salary. It is the claimant's responsibility to ensure that the correct Expense Type is selected in respect of any taxable expenses i.e. those related to

overtime, staying with friends, family subsistence etc. (further information can be obtained from the expenses team).

4.6. Mileage claims must be based on the most direct route to and from the place visited.

4.7. Any changes to an individual's circumstances (i.e. address, bank details, etc.) must be advised to Corporate Finance via the submission of an ESR Change Form by the line manager or via Employee Self Service in ESR. Vehicles used for making claims must be added and maintained by the claimant in the Expenses System and the appropriate vehicle must be selected when a claim is entered. All bank details will default to those set up in the Payroll system.