

OFFICIAL - SENSITIVE - COMMERCIAL

PCSS Framework Agreement  
Schedule 4.2 (Framework Charges and Rate Card)

Primary Care Support Services Framework  
Agreement

Schedule 4.2

**Framework Charges and Rate Card**

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**1. Introduction**

1.1 The Parties acknowledge that the Charges applicable to each Call-Off Agreement shall be calculated and invoiced in accordance with Schedule 4.1 (Charges and Invoicing) to the Call-Off Terms, provided that:

1.1.1 the Framework Charges applicable to each current Call-Off Agreement shall either be Banded Prices (determined in accordance with the process set out in this Schedule) or Service Unit Charges, in each case as agreed between a Customer and the Supplier in the applicable Call-Off Agreement;

1.1.2 Introduced Services and Additional Services shall be priced in accordance with paragraph 9; and

1.1.3 the Charges applicable to each Call-Off Agreement in respect of Services agreed to be payable on a 'time and materials' basis shall be calculated by reference to the Rate Card set out in this Schedule.

1.2 This Schedule sets out:

1.2.1 the process to be used to forecast, calculate, review and adjust Framework Charges payable by Customers under Call-Off Agreements, in Part A of this Schedule;

1.2.2 the Rate Card applicable to the calculation of any time and materials charges payable by all Customers under Call-Off Agreements, in Part B of this Schedule; and

1.2.3 principles relating to Additional Services and Introduced Services, in Part C of this Schedule.

1.3 Subject always to Paragraph 1.4, in addition to the Framework Charges, it is acknowledged that a Customer and the Supplier may agree additional Charges:

1.3.1 to compensate the Supplier for the recovery of operational costs and its investment costs in connection with the performance of any Transition Plan and any Transformation Plan; and

1.3.2 to compensate the Supplier for its indirect costs in delivering the Services, including without limitation IT, premises and overheads,

provided that (i) the Supplier shall not seek to be compensated more than once for any particular cost (for example, by including a cost in more than one Call-Off Agreement), (ii) the Supplier shall use all reasonable endeavours to mitigate and minimise such costs, and (iii) the basis for calculating and accruing such costs will be the same as that in the NHS England Call-Off Agreement.

1.4 As overriding principles which shall apply when agreeing (i) Charges for Services that are not Banded Services, and/or (ii) additional Charges pursuant to Paragraph 1.3 of this Schedule, under each Call-Off Agreement:

1.4.1 the Supplier's anticipated average Earned Gain under any Call-Off Agreement shall be no greater than the Supplier's anticipated Earned Gain during the Initial Term of the NHS

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England Call-Off Agreement (as set out in the Supplier's Initial Financial Model at the Call-Off Effective Date of the NHS England Call-Off Agreement); and

- 1.4.2 prices for Services shall be no greater than prices for equivalent Services in the NHS England Call-Off Agreement in accordance with Paragraph 1 of Annex 2, unless the Supplier and relevant Customer agree at the time of entering into a particular Call-Off Agreement that particular Services to be delivered under that Call-Off Agreement are materially different from equivalent Services in the NHS England Call-Off Agreement, in which case the parties shall price such Services in accordance with Paragraph 2 of Annex 2 where relevant or otherwise as if they were Introduced Services in accordance with paragraph 9.
- 1.5 None of the Charges or amounts in this Schedule shall be subject to indexation during the Framework Term or the Term of any Call-Off Agreement.

**Part A: Framework Charges**

**2. Election as to charging basis**

- 2.1 Framework Charges shall be calculated either by reference to:
- 2.1.1 a Banded Price, which is calculated by reference to the aggregate forecast volume of each Banded Service delivered to a Customer in the relevant Volume Forecast Year (as calculated and adjusted in accordance with the process set out in Paragraphs 2.3, and 3 to 7 below); or
- 2.1.2 a Service Unit Charge, which is calculated by reference to actual volumes of a Service delivered to a Customer in any given month in accordance with the process set out below.
- 2.2 The Service Unit Charge for certain Services is set out in the table(s) at Annex 2 to this Schedule. Unless otherwise agreed in the relevant Call-Off Agreement, the total Service Unit Charge shall be calculated on a monthly basis by multiplying the applicable Units of Measurement of the applicable Service delivered to the relevant Customer by the applicable Service Unit Charge.

2.3



In that Call-Off Agreement, the Price Band tables shall set out, in respect of each of the Banded Services:

- 2.3.1 the Price Band volume ranges applicable to that Banded Service;
- 2.3.2 the Unit of Measurement applicable to that Banded Service; and
- 2.3.3 the Banded Price applicable to each Price Band.

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- 2.4 It is acknowledged and agreed that volumes of Banded Services delivered to one Customer shall not be counted in the calculation of the Banded Prices that are applicable to another Customer.



**3. Annual Volume Forecast**

- 3.1 Each Banded Price Customer and the Supplier shall use the Annual Volume Forecast, which shall be calculated, reviewed and updated by the Supplier in accordance with Paragraphs 3 to 6 of this Schedule to establish the Price Band which shall apply to provision of each Banded Service to that Customer receiving that Banded Service during the relevant Volume Forecast Year.
- 3.2 The Supplier shall calculate and deliver to the Banded Price Customer, the first Annual Volume Forecast within thirty (30) days of the first Volume Forecast Calculation Date. That Annual Volume Forecast shall determine which Price Band and Banded Price applies to each Banded Service for the immediately subsequent Volume Forecast Year subject to the rest of this Paragraph and approval by the Banded Price Customer in accordance with Paragraph 5 below. The Annual Volume Forecast shall be a Contract Controlled Document. Between the Volume Forecast Calculation Date and the commencement of the immediately subsequent Volume Forecast Year, the Supplier shall continue to assess the Forecast Volume, taking into account any new volume forecast data or changes to the data on which the Forecast Volume was based, and shall promptly notify the Banded Price Customer of any changes. Without limitation to the foregoing, the Supplier shall deliver a revised Annual Volume Forecast one month prior to the commencement of the immediately subsequent Volume Forecast Year, and additionally on request. The revised Annual Volume Forecast shall, where approved by the Banded Price Customer in accordance with Paragraph 5 below, apply to the Banded Services delivered in the immediately subsequent Volume Forecast Year.
- 3.3 The Annual Volume Forecast shall set out for each Banded Service the Price Band and Banded Price applicable to that Banded Service for the Volume Forecast Year to which the Annual Volume Forecast applies, and shall be:
- 3.3.1 based upon such volume forecast data as the Banded Price Customer is reasonably able to provide to the Supplier in respect of each Banded Service for the relevant period; and
  - 3.3.2 substantially in the form provided in the Annual Volume Forecast pro forma which shall be agreed between the Parties no later than sixty (60) days before delivery of the first Annual Volume Forecast.

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- 3.4 The process described in Paragraphs 3.2 and 3.3 shall be repeated for the second and each subsequent Volume Forecast Year to set the Banded Charges applicable to each Banded Service in the relevant Volume Forecast Year.
- 3.5 The Supplier shall provide the Banded Price Customer with a written report on a monthly basis containing a breakdown of the actual volume of each Banded Service received by that Customer in each month and in aggregate during the current Volume Forecast Year.

**4. Extraordinary Annual Volume Forecast Review**

- 4.1 The Supplier shall review and submit to each Banded Price Customer for approval in accordance with Paragraph 5 below a revised Annual Volume Forecast within ten (10) Working Days of:
- 4.1.1 that Customer ordering further Banded Services where the aggregation of that Customer's anticipated volumes for any Banded Service for the current Volume Forecast Year with the volume of those Banded Services forecast for that Customer in the current Volume Forecast Year would result in a movement of Price Bands upwards (e.g. from 'Price Band 1' to 'Price Band 2') for any Banded Services in the current Volume Forecast Year;
- 4.1.2 In respect of a Call-Off Agreement between that Customer and the Supplier that has been subject to Partial Termination, the removal of the volume of Banded Services subject to such Partial Termination from the current Annual Volume Forecast would result in a movement of Price Bands downwards (e.g. from 'Price Band 3' to 'Price Band 2') for any Banded Service in the current Volume Forecast;
- 4.1.3 the Price Band applicable to one or more Banded Services has been varied pursuant to an Actual Volume Calculation in accordance with the process set out in paragraph 6 below; or
- 4.1.4 the Banded Price Customer and Supplier agreeing any new Charges in respect of one or more of the Banded Services pursuant to paragraph 7 of this schedule;

(each an "**Extraordinary Volume Forecast Event**").

**5. Approval of Annual Volume Forecast**

- 5.1 The Supplier shall provide to the Banded Price Customer such additional information as it may request, acting reasonably, to enable the Banded Price Customer to determine whether the calculation of the Annual Volume Forecast or any adjustment to the Annual Volume Forecast is correct.
- 5.2 Within ten (10) Working Days of receipt of the Annual Volume Forecast and any additional information requested pursuant to Paragraph 5.1 above, the Banded Price Customer shall notify the Supplier whether it agrees with or disputes the Annual Volume Forecast.
- 5.3 Any adjustments to the Price Bands which result from an Extraordinary Volume Forecast Event shall apply from the first day of the month following the date the revisions to the Annual Volume Forecast are agreed between the Parties (each an "**Extraordinary Annual Volume Forecast Adjustment Date**") until the earlier of:
- 5.3.1 the end of the current Volume Forecast Year; or

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- 5.3.2 the next Extraordinary Annual Volume Forecast Adjustment Date.
- 5.4 If the Banded Price Customer disputes an Annual Volume Forecast in whole or in part:
  - 5.4.1 the Dispute shall be resolved in accordance with the Dispute Resolution Procedure;
  - 5.4.2 in respect of those Banded Services where the Annual Volume Forecast is disputed, the current Price Band for those Banded Services shall continue to apply until the Dispute is resolved; and
  - 5.4.3 where the dispute is resolved and the Parties agree or it is determined that:
    - 5.4.3.1 a lower Price Band shall apply, the Supplier shall promptly, using the lower Price Band, re-calculate the relevant Banded Charges payable by the Customer during the period between the first day of the month following the receipt of the Annual Volume Forecast and the date on which the Dispute is resolved and issue the Customer with a credit note in respect of such overpayments; or
    - 5.4.3.2 a higher Price Band shall apply, the Supplier shall promptly, using the higher Price Band, re-calculate the relevant Banded Charges payable by the Customer during the period between the first day of the month following receipt of the Annual Volume Forecast and the date on which the Dispute is resolved and the Supplier may invoice the Customer, in accordance with the relevant Call-Off Agreement, in respect of the underpayment.

**6. Actual Volume Reconciliation**

- 6.1 The Supplier shall, within ten (10) Working Days of the end of each Volume Forecast Year during which Banded Services are delivered to any Banded Price Customer, deliver a report to that Customer (an "**Actual Volume Calculation**") setting out:
  - 6.1.1 a breakdown of the actual volume of each Banded Service received by that Customer during that Volume Forecast Year (the "**Actual Volume**") against the forecast volume of each Banded Service set out in the most recent Annual Volume Forecast (the "**Forecast Volume**");
  - 6.1.2 in respect of any Banded Service for which the Actual Volume varies from the corresponding Forecast Volume for that Volume Forecast Year:
    - 6.1.2.1 a detailed breakdown of such variation and (to the extent known by the Supplier) the reasons for such variation; and
    - 6.1.2.2 the impact (if any) of such variation on the Price Band applicable to the relevant Banded Service(s) for that Volume Forecast Year.
- 6.2 The Supplier shall provide to the Banded Price Customer such additional information as it may reasonably request to enable the Framework Authority to determine whether the Actual Volume Calculation is correct.

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- 6.3 Within twenty (20) Working Days of receipt of the Actual Volume Calculation and any additional information requested pursuant to Paragraph 6.2 above, the Banded Price Customer shall notify the Supplier whether it agrees with or disputes the Actual Volume Calculation.
- 6.4 If the Banded Price Customer disputes an Actual Volume Calculation in whole or in part:
- 6.4.1 the Dispute shall be resolved in accordance with the Dispute Resolution Procedure; and
- 6.4.2 in respect of those Banded Services where the Actual Volume Calculation is disputed, the current Price Band for those Banded Services shall continue to apply until the Dispute is resolved.
- 6.5 Where the Parties have agreed or it has been determined pursuant to an Actual Volume Calculation or the resolution of a Dispute that:
- 6.5.1 a lower Price Band shall apply to any Banded Service(s) in a Volume Forecast Year, the Supplier shall promptly, using the lower Price Band, re-calculate the relevant Banded Charges payable by the Customer during the relevant Volume Forecast Year and issue the Customer with a credit note in respect of such overpayments; or
- 6.5.2 a higher Price Band shall apply to any Banded Service(s) in a Volume Forecast Year, the Supplier shall promptly, using the higher Price Band, re-calculate the relevant Banded Charges payable by the Customer during the relevant Volume Forecast Year, the Supplier may invoice the Customer, in accordance with the relevant Call-Off Agreement, in respect of the underpayment.
- 7. Banded Services outside the Price Bands**
- 7.1 To the extent that the volume of any of the Banded Services falls outside the Price Bands set out in Annex 2, the Banded Price Customer and Supplier shall promptly meet in order to discuss in good faith the revised Banded Charges that shall apply to the affected Banded Services ("**Revised Banded Charges**"), provided that any Revised Banded Charges for Services falling outside the pre-agreed Price Bands shall be calculated:
- 7.1.1 in a manner consistent with the Initial Financial Model under the NHS England Call-Off Agreement and the existing Price Bands; and
- 7.1.2 to reflect the Supplier's actual costs of delivering the relevant Services at the required volumes.
- 7.2 The Supplier shall provide to the Banded Price Customer such additional information as it may request, acting reasonably, to support such discussions and enable the Banded Price Customer to determine whether the calculation of the Supplier's proposed Banded Charges and/or any new Price Band(s) is acceptable to the Banded Price Customer.
- 7.3 Once agreed in principle by the Banded Price Customer, the Revised Banded Charges shall be incorporated into the relevant Call-Off Agreement by agreement between the Parties in accordance with the Change Control Procedure.
- 7.4 Once incorporated into that Call-Off Agreement, each of the Revised Banded Charges shall be applied from a date to be determined and agreed between the Banded Price Customer and Supplier, and the Supplier shall:

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- 7.4.1 in the case of an increase, promptly re-calculate the relevant Banded Charges payable by that Customer in respect of any period to which the Revised Banded Charges are agreed to apply, and shall be entitled to invoice that Customer, in accordance with the relevant Call-Off Agreement, in respect of the underpayment; and
- 7.4.2 in the case of a decrease promptly re-calculate the Banded Charges payable by that Customer in respect of any period to which the Revised Banded Charges are agreed to apply and issue that Customer with a credit note in respect of such overpayments.

**Part B: Time and Materials Charges**

**8. Time and Materials Charges**

- 8.1 Where a Customer requests any Services under a Call-Off Agreement which are not priced and the Customer and Supplier agree that those Services shall be provided on a "time and materials" basis, the Charges for such Services shall be calculated by applying the Day Rates set out in Annex 1 (Rate Card) and in accordance with this Paragraph 8 unless otherwise agreed in advance in writing between the Parties.
- 8.2 The Supplier shall keep records of hours worked in the form of timesheets and expenses incurred, and it shall submit a summary of the relevant records to the relevant Customer with any invoice. The Supplier shall make available copies of the detailed records to the relevant Customer within ten (10) Working Days after the Customer's request.

**Part C: Additional Services and Introduced Services**

**9. Additional Services and Introduced Services**

- 9.1 Subject always to Paragraph 1.4 of this Schedule, the Charges for Additional Services and Introduced Services shall be agreed with the Supplier either in the Call-Off Agreement (where such Additional Services or Introduced Services are known as at the Call-Off Effective Date) or otherwise through the Change Control Procedure at the time the Additional Service or Introduced Service is required.
- 9.2 The Customer may specify the pricing mechanism to be used by the Supplier to price Additional Services and Introduced Services. The pricing mechanism which may be used to price Additional Services and Introduced Services include:
  - 9.2.1 fixed price;
  - 9.2.2 time and materials;
  - 9.2.3 capped time and materials;
  - 9.2.4 cost plus;
  - 9.2.5 risk reward, i.e. outcome based pricing;
  - 9.2.6 Banded Charges; or
  - 9.2.7 varied Service Unit Charges in accordance with Paragraph 2 of Annex 2.

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- 9.3 The Customer shall have the discretion to select which of the pricing mechanisms will apply to the provision of the Additional Services and Introduced Services and the request for the provision of the Additional Services and Introduced Services (when such request is made after the relevant Call-Off Agreement has been executed) shall be processed in accordance with the Change Control Procedure.
- 9.4 Without prejudice to Paragraph 1.4 of this Schedule, if the Customer requires the Supplier to price an Additional Service or Introduced Services, the anticipated Earned Gain to be applied to the Additional Services and Introduced Services shall not be higher than that anticipated in the Supplier's Initial Financial Model for the applicable Call-Off Agreement.

**Annex 1**

**Rate Card**

- 1.1 The Supplier Personnel staff grades set out in Table 1 (Supplier Personnel Grade) are, where applicable, categorised and mapped in line with the skill levels used in the Skills Framework for the Information Age ("SFIA") guide and set out in Table 2 (Rate Card).
- 1.2 Table 2 (Rate Card) sets out the maximum Day Rate which shall apply to each individual Supplier Personnel by SFIA Staff Grade and SFIA Job Area who is engaged in the delivery of any change and/or Additional Services and/or Introduced Services.
- 1.3 The Day Rates shall apply whether or not the relevant individual is working on a day which is not a Working Day or outside Core Hours. Where fewer than eight (8) hours are worked the applicable Day Rate shall be reduced pro-rata in accordance with the actual number of hours worked.

**Table 1. Supplier Personnel Grade**

<b>Supplier Personnel Grade</b>		
<b>SFIA Staff Grade</b>	<b>Equivalent Supplier Grade</b>	<b>Typical Roles</b>
<b>7 Set Strategy, Inspire, Mobilise</b>	<b>Managing Consultant</b>	<b>Programme Director</b>
<b>6 Initiate, Influence</b>	<b>Principal Consultant</b>	<b>Business Solution Architect IT Solution Architect Programme Manager</b>
<b>5 Ensure, Advise</b>	<b>Senior Developer</b>	<b>Business Subject Matter Expert IT Subject Matter Expert Senior Operational Resource</b>
<b>4 Enable</b>	<b>Developer</b>	<b>IT Developer Technical Consultant</b>
<b>3 Apply</b>	<b>Business Analyst</b>	<b>Business Analyst</b>
<b>2 Assist</b>	<b>Project Support</b>	<b>Programme Management Office</b>
<b>1 Follow</b>	<b>Administrative Officer</b>	<b>Operational Resource</b>

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**Table 2. Rate Card**

	Year									
SFIA Staff Grade	Sept 15- Aug 16	Sept 16- Aug 17	Sept 17- Aug 18	Sept 18- Aug 19	Sept 19- Aug 20	Sept 20- Aug 21	Sept 21- Aug 22	Sept 22- Aug 23	Sept 23- Aug 24	Sept 24- Aug 25
7 Set Strategy, Inspire, Mobilise	■	■	■	■	■	■	■	■	■	■
6 Initiate, Influence	■	■	■	■	■	■	■	■	■	■
5 Ensure, Advise	■	■	■	■	■	■	■	■	■	■
4 Enable	■	■	■	■	■	■	■	■	■	■
3 Apply	■	■	■	■	■	■	■	■	■	■
2 Assist	■	■	■	■	■	■	■	■	■	■
1 Follow	■	■	■	■	■	■	■	■	■	■

1. The Day Rates set out in the Day Rate Card are inclusive of any travel, subsistence and expense costs.
2. The Day Rates have been calculated on the basis of a minimum of an eight (8) hour day and where Supplier Personnel work for less than eight (8) hours, the Day Rate shall be reduced on a pro rata basis.

**Annex 2**

**Service Unit Charges**

1. Where a Customer is entering into a Call-Off Agreement that includes a service that is:
  - 1.1. substantially the same as a service under an existing Call-Off Agreement between the Supplier and an existing Customer (i.e. the service can be described using the Service Description and Supplier Solution contained within either Schedule 2.1 or Schedule 3.1 of that Call-Off Agreement as appropriate); and
  - 1.2. can be delivered using the same infrastructure (i.e. using the same technology, delivered from the same premises and governed by the same management processes); and
  - 1.3. included within Table 1 below;

then, unless the Parties to the Call-Off Agreement agree otherwise, the volume-related elements of that service shall be unit priced according to the unit pricing in Table 1 below.

2. Where a Customer is entering into a Call-Off Agreement that includes a service that is:
  - 2.1. similar to a service under an existing Call-Off Agreement between the Supplier and an Existing Customer (i.e. the service can be accurately described by making appropriate amendments to the Service Description and Supplier Solution contained within either Schedule 2.1 or Schedule 3.1 of that Call-Off Agreement as appropriate); and/or
  - 2.2. can be delivered using similar infrastructure (e.g. uses the same technology with minor configuration changes or will be delivered from alternative premises or will be governed by the same management processes); and
  - 2.3. included within Table 1 below;

then, unless the Parties to the Call-Off Agreement agree otherwise, the Supplier and the New Customer shall in good faith negotiate and agree a variation to the Service Unit Charge contained within table 1 to derive a Service Unit Charge for the volume-related elements of that service.

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3. The Supplier shall, by agreement with the Framework Authority, update Table 1 as Call-Off Agreements are executed or existing Call-Off Agreements are varied in accordance with the relevant Change Control Procedures to ensure Table 1 reflects current pricing across the full range of Services being delivered under the Framework Agreement that have pricing that may have relevance to future Call-Off Agreements.

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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