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Contract for Services

CQC Customer and Corporate Services – Senior Leadership Team Development

Contract Reference CQC LD 141

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Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

- "Agreement"** means the contract consisting of these terms and conditions, any attached Schedules, the invitation to tender including Specification, the Tender Response and Award Letter between (i) the **Care Quality Commission** ("Customer") and (ii) **The King's Fund** ("Contractor");
- "Approval"** means the written consent of the Customer;
- "Award Letter"** means the letter from the Customer to the Contractor containing these terms and conditions;
- "Central Government Body"** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- "Charges"** means the charges for the Services as specified in the Schedule 2;
- "Confidential Information"** means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- "Contractor"** means the person named as Contractor who was awarded this contract;
- "Customer"** means the Care Quality Commission;

"DPA"	means the Data Protection Act 1998;
"Expiry Date"	means the date for expiry of the Agreement as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000;
"Information"	has the meaning given under section 84 of the FOIA;
"Key Personnel"	means any persons specified as such in the Specification or Agreement otherwise notified as such by the Customer to the Contractor in writing;
"Party"	means the Contractor or the Customer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	means personal data (as defined in the DPA) which is processed by the Contractor or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
"Premises"	means the location where the Services are to be supplied, as set out in the Specification;
"Purchase Order Number"	means the Customer's unique number relating to the supply of the Services by the Contractor to the Customer in accordance with the terms of the Agreement;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Schedule"	means a schedule attached to, and forming part of, the Agreement;
"Services"	means the services to be supplied by the Contractor to the Customer under the Agreement;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter and appended hereto in Schedule 1;

"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Contractor from time to time;
"Term"	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Priority of documents

- 2.1 In the event of, and only to the extent of, any conflict between the clauses of the Agreement, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- a) these terms and conditions
 - b) the Schedules
 - c) any other document referred to in these terms and conditions

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled, experienced and possess the required qualifications to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. If the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4 Term

- 4.1 The Agreement shall take effect on 2nd October 2017 and shall expire on 30th June 2018, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 2 months by giving not less than 30 Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter appended hereto in Schedule 2 and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.3 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
- 5.8 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.8.1 Provisions having the same effect as clauses 5.2 to 5.6 of the Agreement and
- 5.8.2 Provisions requiring the counterparty to that subcontract to include in any sub-contract which it awards provisions having the same effect as clauses 5.2 to 5.6 of this Agreement
- 5.8.3 In this clause 5.8 'sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Customer in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the

Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.

- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.
- 6.8 Any Premises/land made available from time to time to the Contractor by the Customer in connection with the contract, shall be made available to the contractor on a non-exclusive licence basis free of charge and shall be used by the contractor solely for the purpose of performing its obligations under the contract. The Contractor shall have the use of such Premises/land as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 6.9 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

- 6.10 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Customer at the Contractor's expense. The Customer shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Customer.
- 6.11 All the Contractor's equipment shall remain at the sole risk and responsibility of the Contractor, except that the Customer shall be liable for loss of or damage to any of the Contractor's property located on Customers Premises which is due to the negligent act or omission of the Customer.

7 Staff and Key Personnel

7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:

- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Contractor shall comply with any such notice.

7.2 The Contractor shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures; and if requested, comply with the Customer's Staff Vetting Procedures as supplied from time to time;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 7.5 At the Customer's written request, the Contractor shall provide a list of names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.
- 7.6 The Contractor's Staff, engaged within the boundaries of the Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- 7.7 The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures.

8 Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 If the Contractor enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

- 8.3 If the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Customer. If, and to the extent, that any intellectual property rights in such materials vest in the Contractor by operation of law, the Contractor hereby assigns to the Customer by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- a) any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
- b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor its Staff, agents or sub-contractors.
- 9.5 The Customer shall promptly notify the Contractor of any infringement claim made against it relating to any Services and, subject to any statutory obligation requiring the Customer to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Contractor such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

10 Governance and Records

10.1 The Contractor shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall and procure that any sub-contractor shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Contractor shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Contractor is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Contractor shall:
 - 13.2.1 process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Customer;
 - 13.2.2 comply with all applicable laws;
 - 13.2.3 take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
 - 13.2.4 obtain prior written consent from the Customer in order to transfer the Personal Data to any sub-contractor for the provision of the Services;

- 13.2.5 not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Customer;
- 13.2.6 not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Customer or in compliance with a legal obligation imposed upon the Customer;
- 13.2.7 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
- 13.2.8 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Contractor is complying with its obligations under the DPA;
- 13.2.9 promptly notify the Customer of:
 - a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
 - b) any complaint or request for personal data; and
- 13.2.10 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.
- 13.3 When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.4 The Contractor shall fully indemnify the Customer against the costs of dealing with any claims made in respect of any information subject to the DPA, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, its sub-contractors, agent or Staff.
- 13.5 The Contractor shall be liable for, and shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses suffered or incurred by the Customer and/or any third party arising from and/or in connection with any Breach of Security or attempted Breach of Security (to the extent that such actions, suits, claims, demands, losses,

charges, costs and expenses were not caused by any act or omission by the Customer).

- 13.6 The provisions of this clause shall apply during the term of the agreement and indefinitely after its expiry or termination.

14 Liability and Insurance

- 14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

- 14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.4, in no event shall the Contractor be liable to the Customer for any:

a) loss of profits;

b) loss of business;

c) loss of revenue;

d) loss of or damage to goodwill;

e) loss of savings (whether anticipated or otherwise); and/or

f) any indirect, special or consequential loss or damage.

- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.4 shall be unlimited.

14.5 The Contractor shall hold:

- a) Employer's liability insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor;
- b) Public liability with the minimum cover per claim of one million pounds (£1,000,000);
- c) Professional indemnity with the minimum cover per claim of one million pounds (£1,000,000);

or any sum as required by Law unless otherwise agreed with the Customer in writing. Such insurance shall be maintained for the duration of the Term and for a minimum of six (6) years following the expiration or earlier termination of the Agreement.

15 Force Majeure

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Contractor. Each Party shall promptly notify the other Party in writing, using the most expeditious method of delivery, when such circumstances cause a delay or failure in performance, an estimate of the length of time delay or failure shall continue and when such circumstances cease to cause delay or failure in performance. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Agreement by written notice to the other Party.

15.2 Any failure by the Contractor in performing its obligations under the Agreement which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

16 Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.4, 19 and 20.8 or any other provision of the Agreement that either expressly or by implication has effect after termination.

- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud, Corruption and Bribery

- 18.1** The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:
- 18.1.1** Committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act and/or
 - 18.1.2** Been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 18.2** The Contractor shall not during the Term:
- 18.2.1** commit a Prohibited Act; and/or
 - 18.2.2** do or suffer anything to be done which would cause the Customer or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 18.3** The Contractor shall, during the Term establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and shall notify the Customer immediately if it has reason to suspect that any breach of clauses 18.1 and/or 18.2 has occurred or is occurring or is likely to occur.
- 18.4** If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.4.1** terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.4.2** recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month 20 Working Days of the agreement to refer to a Mediator, either Party shall apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 19.4 If the Parties fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, or such longer period as may be agreed by the Parties, either Party may refer the dispute to Court.
- 19.5 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the dispute.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

- 20.4 In the event that the Contractor is unable to accept the variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Customer may:
- 20.4.1 allow the Contractor to fulfil its obligations under the Agreement without the variation to the Specification;
 - 20.4.2 terminate the Contract with immediate effect, except where the Contractor has already provided all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirement of the Specification, and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed at clause 19.
- 20.5 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.6 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.7 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.8 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.9 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in

any way affect any other circumstances of or the validity or enforcement of the Agreement.

- 20.10 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Customer under the provisions of the Agreement. The Contractor will disclose to the Customer full particulars of any such conflict of interest which may arise.
- 20.11 The Customer reserves the right to terminate the Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or potential conflict between the pecuniary or personal interest of the Contractor and the duties owed to the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.
- 20.12 The Agreement constitutes the entire contract between the Parties in respect of the matters dealt with therein. The Agreement supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

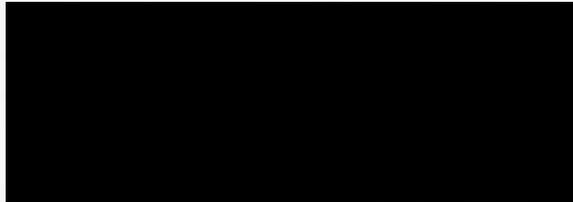
21 Notices

- 21.1 Except as otherwise expressly provided in the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.
- 21.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission or electronic mail (confirmed in either case by letter), Such letters shall be addressed to the other Party in the manner referred to in clause 21.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- 21.3 For the purposes of clause 21.2, the address of each Party shall be:

21.3.1 For the Customer:

Care Quality Commission

Registered Address: 151 Buckingham Palace Road, London, SW1W
9SZ

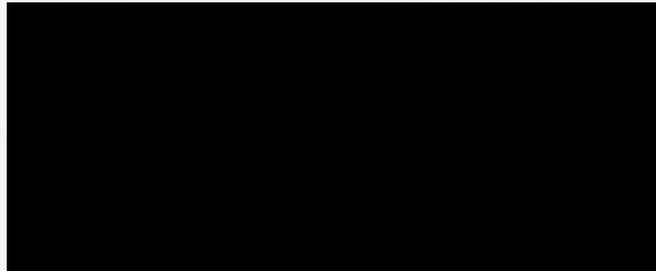


21.3.2 For the Contractor:

The King's Fund

Registered Address: 11-13 Cavendish Square, London W1G 0AN

Registered charity 1126890



21.4 Either Party may change its address for service by serving a notice in accordance with this clause.

21.5 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

22.1 The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

23 TUPE

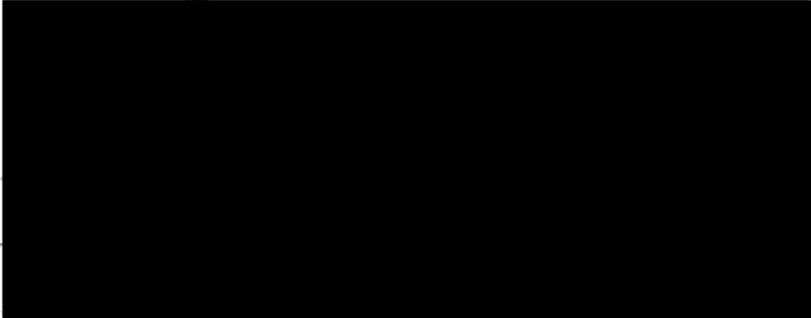
Not Applicable

24 Signatures

BY SIGNING AND RETURNING THIS AGREEMENT THE CONTRACTOR AGREES to enter a legally binding contract with the Customer to provide the Services detailed within the Schedules. The Parties hereby acknowledge and agree that they have read the Terms and Conditions and by signing below agree to be bound by the terms of this Agreement.

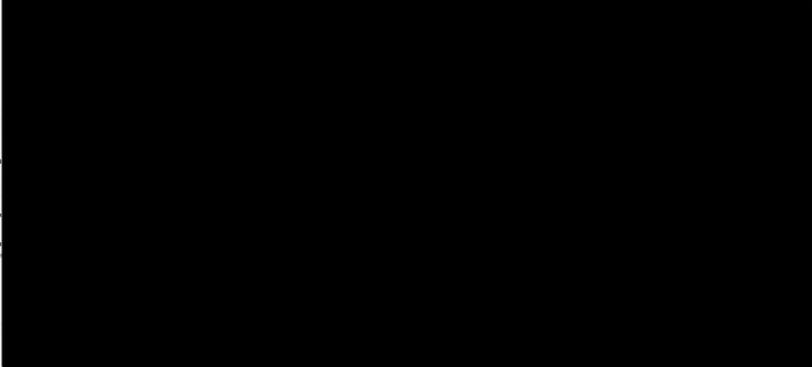
SIGNED for and on behalf of **THE CUSTOMER (CARE QUALITY COMMISSION)**

Signature
Name
Position
Date



SIGNED for and on behalf of **THE CONTRACTOR (THE KING'S FUND)**

Signature...
Name
Position
Date



25 Schedule 1 - Requirement

Executive Summary

The Care Quality Commission (CQC) is the regulator of health and social care in England, inspecting health and social care services across the country. The commission is split into five directorates which are Adult Social Care, Hospitals and Mental Health, Primary Medical Services, Strategy and Intelligence and Customer and Corporate Services.

As part of our ongoing commitment to living the CQC values and supporting the organisation to delivery on the CQC Strategy, we are looking to support the Senior Leadership Team (SLT) for Customer and Corporate Services Directorate (CCS), to identify a vision for what they will look like and the collective steps they need to take to become of a high performing senior leadership team.

Due to the seniority of the team we wish to source an organisation with the expertise and experience in senior leadership team development to deliver and facilitate this.

In summary, a programme of development is required to support the Executive Director and five Directors in developing a high performing senior leadership team. Each of these individuals is considered to be a highly effective leader of their own area and the next natural step for the whole team is to work more cohesively as one SLT to examine and influence a positive healthy culture for the CCS Directorate. The majority of SLT members have recently attended a Senior Leadership Programme, which primarily focused on individual development using such models and Torbet (Transformations of Leadership); Stacey (Change and Complexity) and Morgan (Lens of Organisations), it would be advantageous to build on this learning.

The Requirement

The SLT are looking to work with an organisation with a proven track record of expertise and experience in working with Senior Leadership Teams, to enable them to effectively develop their leadership capabilities, attitudes and behaviours aligned to the CQC values as both individuals and a collective unit.

The programmes of learning that we are looking for will give consideration to the 70/20/10 model of adult learning ensuring a combination of direct delivery, supportive peer development and on the job learning or remote learning.

The programme must be designed so that transfer and retention of the learning is a key consideration throughout. This learning must be also be flexible enough so that it can be built around the day jobs of the people involved and will ideally last over a period of time which is spaced over no more than 6 months in duration.

Further detail around the learning outcomes we would hope to achieve from such a tender is included below:

Customer and Corporate Services SLT

The requirement is to engage and develop the CCS SLT to examine what an outstanding SLT would look like and the collective steps they need to take to achieve being part of a high performing SLT which jointly supports the organisation to deliver the CQC Strategy.

Ideally we will be looking for the programme of learning to:

- i. Provide an understanding of role and individual preferences and how these fit in with the wider team dynamic through use of psychometric assessments (e.g. Hogan).
- ii. To develop a collective and collaborative SLT approach which is structured and cohesive, working together to deliver shared objectives in support of the CQC Strategy.
- iii. To enhance the ability to influence beyond immediate team/s and to communicate a cohesive vision, create systemic shifts and facilitate cultural transformation across CCS.
- iv. To further improve communication and engagement between SLT members and to gain a shared understanding of the inter-dependencies across CCS teams.
- v. To build strong relationships with key stakeholders, balancing depth of relationships with breadth, whilst ensuring quality time and contributions to many.
- vi. To push boundaries and develop new skills around innovation and creative approaches to addressing CQC's challenges.

- vii. To build a greater transparency of our strengths as a team using emotional intelligence to drive improvement in a positive healthy culture that aims to be high performing, underpinning this are CQC values.
- viii. To examine each SLT role and what this means to the organisation and its strategy.
- ix. Encouraging a culture where challenge and shared reflection on directorate performance can be framed positively and improvement culture stems from what we do well and can do more of.
- x. Be able to role model behaviours across the team which positively promote CQC values, enabling findings from the Staff Survey and feedback received from wider sources to be acted upon and implemented.

There are also some clear benefits that we hope to realise from this intervention and these are:

- i. To provide a shared perspective of the CCS culture we want to lead.
- ii. To ensure the Senior Leadership Team become aligned and work towards shared organisational objectives as a whole CCS Team.
- iii. To develop a further understanding of team and individual strengths and how we can use these in support of the delivery of the CQC Strategy and delivering a high performance culture.
- iv. To enable new ways of working using inter-dependencies across CCS Directorate teams, to minimise silo working practices.
- v. To enhance peer networks to give each other strength, support and shared best practice and improve stakeholder management.

Service Levels & Volumes

It is anticipated that the following service levels will be agreed:

- All delivered learning will have accompanying session plans with notes and these will be provided to the CQC Academy
- All delivered learning materials will be provided to and agreed by the CQC Academy at least one week prior to the delivery of a given workshop or event.

- All externally facing materials provided must be branded in the CQC Academy house style

There is an expectation that there will be 3 direct delivery sessions to the SLT spread over a period of 6-9 months with an anticipation that the direct delivery sessions would take place across the first 6 months (i.e. between October 2017 through to end of March 2018). However, we are seeking providers to present proposals on how this need may be met based upon the expected expertise and experience.

Authorities (CQC) Responsibilities

The CQC will support the management of the contract through the following activities:

- A CQC Academy representative will act as the contract manager and this person will also be the named contact person
- Access will be provided to appropriate CQC offices when required
- Contract management & service delivery meetings will be arranged as appropriate and attended by the contract manager and/or a named deputy
- Contract Review Meetings will be arranged between the Contractor and CQC Academy Lead one month into the contract; mid-contract and at the end of the contract.
- Milestone payments are made promptly in line with the contract.

Contractor Responsibilities

It is expected that the tenderer will support the management of the contract by ensuring the following:

- A Contract Manager or named person would be appointed to oversee the work and liaise with the CQC Business lead
- Contract management & service delivery meetings when arranged will be attended by the contract manager or a named deputy when required
- Provide CQC with timely and ongoing evaluation and quality assurance information relating to the programme

- Provide all appropriate materials where needed and provide access to any external systems where this might be a requirement of the proposed learning.
- Facilitators employed to deliver any learning must be familiar and up to speed with any documentation CQC has provided such as the appropriate policies and procedures that this work pertains to.
- All documentation provided by CQC must be treated as confidential by the tenderer

Contract Management Arrangements

Delivery of the Contract will be closely monitored and managed by the CQC Contract Manager as the responsible owner for this requirement. The nominated individual will maintain the overall diligence

of both the work carried out by the Contractor under the Contract.

It is envisaged that periodic meetings will be held throughout the contract duration for governance purposes and to ensure agreed milestones are met, delivery of the Contract takes place within defined budget parameters and the identified outcomes remain in line with the intended requirements. These meetings are anticipated to take place one month into the contract; mid-contract and at the end of the contract.

It is also envisaged that the monitoring of the contract will also be undertaken via fortnightly or monthly calls (as a minimum) between the Contractor and CQC, to update on progress, provide feedback and review all expenditure arising in the delivery of the service(s).

Following completion of the contract, the Contractor will attend a post contract review with CQC to review whether the objectives of the contract were met, review the benefits achieved and identify any lessons learnt for future projects

10. Key Performance Indicators

There are several key performance indicators (KPI's) that will be required as part of this programme of delivery:

Indicator	Measured by	Reference Point or Target
<p>Provision of Learning – Provision of learning should be made on dates agreed between CQC and the tenderer unless otherwise agreed</p>	<p>Learning dates to take place agreed dates.</p>	<p>Target = 100%</p>
<p>Provision of Materials and Session Plans - Materials and session plans should be provided to CQC for review at least two weeks prior to the delivery of a given session</p>	<p>Materials and session notes are to be provided no later than two weeks prior to delivery</p>	<p>Target = 100%</p>
<p>Invoicing - Invoicing should be timely and accurate. Design and delivery costs must be separated from each other and clearly itemised.</p>	<p>Invoicing is clear and accurate</p>	<p>Target = 100%</p>
<p>Attendance at Pre-Agreed Meetings - Attendance at any pre-agreed meetings is required</p>	<p>Meetings are attended with all agreed stakeholders unless otherwise agreed</p>	<p>Target = 100% No later than 2 weeks prior to provision of learning for discussions with Executive Director and members of SLT.</p>
<p>Quality of Expertise - Supplier to ensure that individuals delivering work under the contract are those stated in their tender response, or an equivalently qualified individual(s) in instances where the stated personnel has left the organisation</p>	<p>To be monitored on an ongoing basis throughout lifecycle of delivery, and review at end of delivery of services</p>	<p>Target = 100%</p>

11. Service Credits (if applicable)

Service Product	Service Description	Service Level
Learning Materials	Materials and session plans should be provided to CQC for review at least two weeks prior to the delivery of a given session	This requirement must be met as per KPI outlined above.
Quality of Expertise	Supplier to ensure that individuals delivering work under the contract are those stated in their tender response, or an equivalently qualified individual(s) in instances where the stated personnel has left the organisation	This requirement must be met as per KPI outlined above.

12. Milestones

Description	Target Date	Action to Achieve Milestone
Produce high level delivery plan and agree dates	No later than 3 weeks prior to provision of learning	Ensure plan (and associated dates) is delivered and agreed between supplier & CQC
Commencement of service delivery	October 2017*	Delivery commences on agreed dates (or prior if mutually agreeable)
Contract Review Meetings	(i) One Month after Contract Commencement (anticipated to take place during September 2017)* (ii) Mid-Contract (anticipated to take place during January 2018)* (iii) End of Contract (anticipated to take place during June 2018)*	Contract Review Meetings are held and agreed actions addressed.

Conclusion of service delivery	29 June 2018	All delivery is concluded
Fully agreed design proposals with session plans attached releases design element of payment	Within 6 weeks of agreement being reached and signed off.	Full design proposals have been agreed and supporting materials including session plans have been signed off
Delivery payments released following delivery	Within 6 weeks of agreement being reached and signed off.	All delivery has been concluded

*(*subject to date of contract finalisation)*

13. Skills and Knowledge Transfer

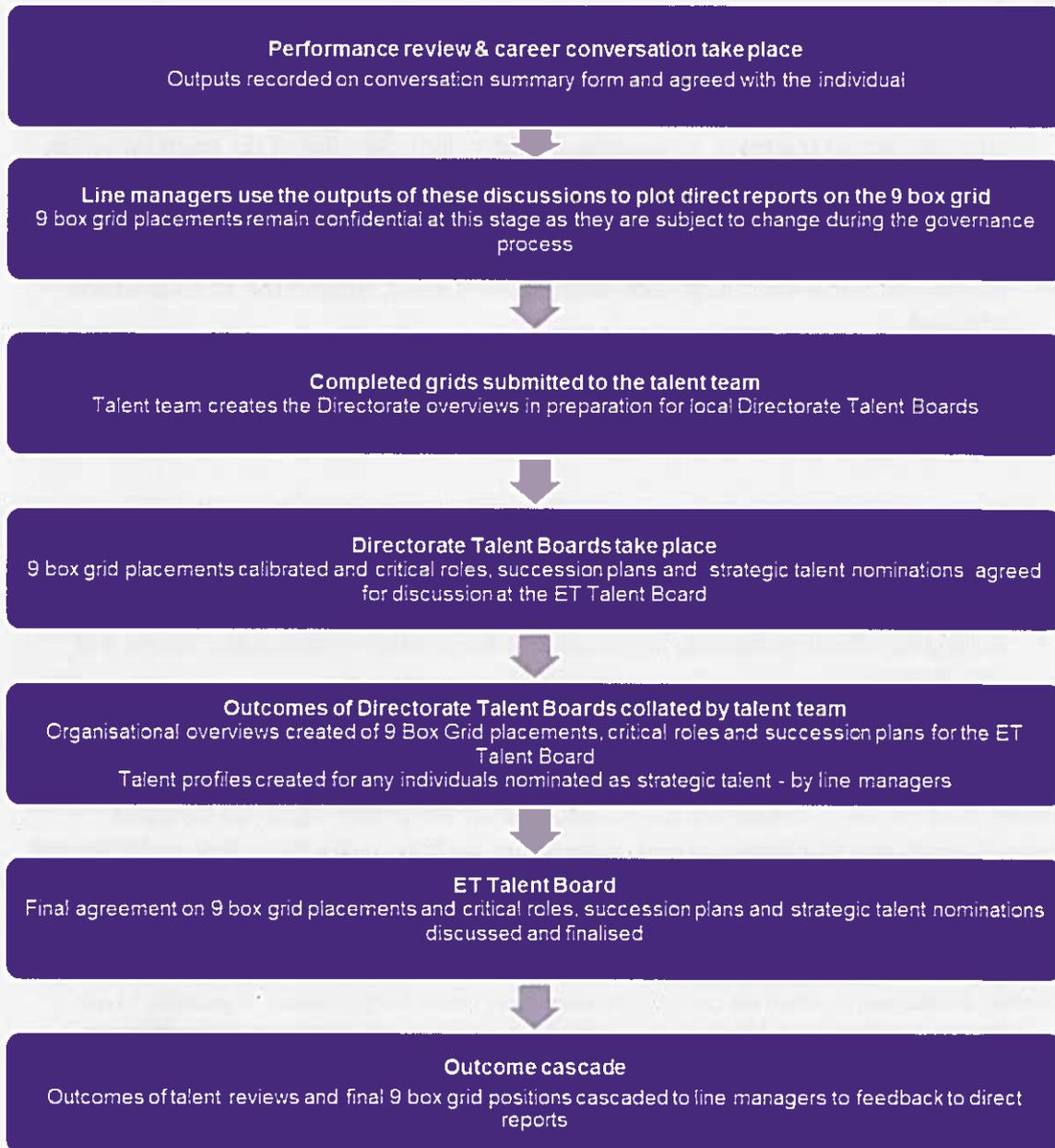
It is vital to ensure that all skills and knowledge gained by this requirement are retained by the CQC for the longer term. The Tenderer will be responsible for ensuring that learning transfer is successfully achieved embedded within the organisation, and that learners are better enabled to retain learning.

CQC anticipate that learning transfer will be best achieved by applying a 70:20:10 approach to learning, where approximately 70% of the learning is through experience in the workplace, allowing for reflection of the classroom/team learning to be applied and tested in the role. As there will be three team sessions offered by the external coaching provision, learners will be able to reflect on their learning in the workplace and discuss best practice and challenges for future solution.

The tenderer will set the team sessions out over 6 months to allow for the learning to be experienced in the workplace and begin to be embedded in the role. The provider will also signpost to effective learning support as part of the 20% learning and coaching methods. 10% will be in three sessions offered across the course of 6 months.

CQC LD 141 - CQC Customer & Corporate Services – Senior Leadership Team Development

Diagram 01 Performance Management Approach (to be read in response to Clarification Question 13):-



Schedule 2 - Proposal

REQUIREMENT STATEMENT - OVERVIEW

The King's Fund is delighted to be asked to submit this proposal to support an important programme of team leadership development at the CQC.

We note that you wish to work with a partner, building on the concepts and understanding developed as part of the recent Leadership development programme, to:

- Explore what it means to be part of this SLT, examining each SLT role, drawing out strengths across the team, developing a deeper understanding of the team dynamics.
- Developing the team's shared vision and objectives in relation to the CQC strategy.
- Building a culture which encourages what is done well and doing more of this.
- Developing & role modelling leadership practices which support the CQC's direction of travel.
- Agreeing approaches to relationship-building with key stakeholders.

Exploring opportunities to develop new, creative approaches to CQC challenges.

The King's Fund is an independent charity working to improve health and care. We help to:

- Shape policy and practice through research and analysis.
- Build understanding, capacity and leadership by developing individuals, teams and organisations.
- Bring people together to learn, share and debate.

The King's Fund has been involved in leadership development since 1951. Today we work with individuals, teams and organisations to lead change in the way that people think about leadership and culture. Our portfolio of organisational and leadership development interventions is highly regarded and includes developing knowledge, skills and aptitudes for leaders of all levels.

We have access to some of the best and most progressive thought leaders in health policy and leadership development, which we can bring to bear as we work alongside you. In addition to our internal faculty, The King's Fund has a wide range of partners and associates who bring additional expertise and capacity in areas such as increasing personal impact, managing organisational politics and building high performing teams.

We have worked with the CQC on a range of projects and have an understanding of the organisational context. We hope to bring our experience to bear in working with you on this programme.

METHOD STATEMENT - Please describe (with specific reference to the requirement and the outcomes expected) how it is intended to deliver the services required

Evaluation Intention:

Please provide specific proposals that include (but are not limited to):

- **how you will monitor the quality of the work;**
- **deliver the work within the specified time-frame;**
- **how you will manage any delivery risks;**
- **how you will monitor, measure and assure quality outcomes;**
- **provide the method of delivery for each of the areas listed within the requirement**
- **provide a high-level delivery plan & timeline of activity for the duration of the contract, which reflects the requirements of the contract, including any additional resources and support.**

Response:

1. Our approach

We note your intention to work to the 70:20:10 approach to learning and have designed a development plan accordingly, focusing on maintaining momentum and support over 6-9 months alongside the 3x direct delivery sessions. We aim to explore with the team what it means to lead in ways that motivate others at the same time as delivering technically excellent work. We propose a real work, real time development programme that will ensure the team is equipped:

- *Leadership behaviours* –focusing on motivation, emotional and political intelligence skills to inspire and energise their teams and stakeholders to work towards a shared purpose and deliver exceptional performance.
- *Leadership skills* –building on the recent development programme to grow confidence and capability to apply new skills in their roles.
- *Self-management strategies* – so that the team can demonstrate the self- awareness and resilience to lead through complexity as CQC continues to develop its strategic direction.

Our approach is based on sound theoretical frameworks and concepts (held lightly in the background). Our support will be delivered with an emphasis on translating learning into action on relevant work-based issues both during and between formal sessions.

2. Quality & Risk Management

Sally Hulks, Assistant Director Leadership & OD will act as Programme Director and lead point of contact throughout the programme. Working with her colleague, Matthew Rice, to deliver the work, the team will benefit from two pairs of ears and eyes; this also mitigates the risk of the relationship invested in one person. We confirm that we have the capacity to undertake the work within your suggested timescales. The King's Fund has the resources to respond to any unforeseen circumstances to ensure the work is delivered on time.

We expect to work in partnership with you and share reflections on what is emerging for us in undertaking the work.

We will be transparent with our costings structure so that at all times you are clear about what we are offering and can work with us to ensure that together we deliver value.

We will ask for feedback and respond as agilely as possible to meet your needs.

Our work is overseen by the Director of Leadership and Organisational development, to whom issues can be escalated.

We all attend regular external supervision sessions as part of the quality control for our work.

3. Outline of the programme of work & method of delivery:

Having carefully considered your brief, we propose the following indicative approach, as a basis for co-designing with you a final programme:

- A supportive/ strengths-based 360^o feedback assessment.
- An individual, pre-course one-to-one coaching session to establish individual development goals and support team members in developing their personal learning goals for the programme.
- Observation of the team in action.
- Use of a self-score team diagnostic (diagram 1) based on our work with Executive teams to assist in exploring the team's individual and collective understanding of how the team is operating and where they want to focus development.
- 3 x one day workshops, working on the team issues in the context of the diagnostic, the CQC strategy and their own personal and collective strengths.
- Team objectives and agreed experimentation with new ways of working, to be undertaken on the job.
- Between workshops, peer conversations across Directorates, based on Appreciative Inquiry data collection.
- Stakeholder feedback ahead of workshop 3.
Further support through 3 x 2 hour facilitated Pulse checks between workshops, to address any emergent issues and/ or development needs.
- A final, post-course individual coaching session to review and consolidate each person's learning and development and on-going development plan.
- Optional final team coaching session.

4. Methodologies Strengths-based approach

We note your comment on creating a culture that encourages what's done well. We therefore suggest using Strengthscope 360^o assessment at the outset of this programme, to avoid a deficit model of skill building.

Strengthscope[®] is the industry leading strengths based assessment tool and one of only a few with registered test status with the BPS. The tool breaks 24 strengths, identified through over 20 years of research, into 4 clusters:

- Emotional strengths – how we make sense of, express and manage emotions.
- Relational strengths – how we establish and maintain productive relations with others.
- Thinking strengths – how we go about gathering and using information to make decisions.
- Execution strengths – what results we deliver and how we go about delivering them.

We are happy to provide an example leader 360° report and further information on this tool if this is helpful.

Top team development: diagnostic

With reference to the CQCs own work in this domain, we believe Executive teams succeed when they pay attention to four key areas:

Foundations, focus, interactions and continuous improvement.

The King's Fund diagram shows the core components of these areas, with the circle signifying continuous development, improvement and interconnectivity.

- Sections one and two focus on tasks and processes,
- Section three on leadership behaviours enacted within and beyond the team, relationships and climate (these drive the overall culture)
- Section four focuses on on-going development of individual and team capability, and stewardship of continuous learning and on-going improvement.
- We propose to work with you to increase the SLTs effectiveness across its foundations, focus, interactions and quest for continuous improvement.

CAPABILITY AND EXPERTISE - Please set out the experience of the individuals who would carry out the required services as outlined in the specification.

Evaluation Intention:

Your response should include, but not be limited to, the following:

- **Confirmation of professional accreditations and background of the individuals who would manage and undertake the work**
- **An outline of your experience in working with Senior Leadership Teams with bodies like the CQC, to enable them to effectively develop their leadership capabilities, attitudes and behaviours**

The provision of three references for related work of similar scope either in the Public Sector or similar related experience

Response:

We work with health, social care, third sector and whole system partnerships to support senior teams, collectively and individually, during change processes, to develop and articulate their shared vision, values, and goals for the future. This work typically includes a series of diagnostics and facilitated interventions: 1:1 interviews and observations, underpinned with an Appreciative Inquiry approach to reviewing Board dynamics, behaviours, relationships and best practice.

Alongside this, we provide strategic challenge to multiple NHS Boards and on-going advice and support to NHS Executive Teams.

We use systemic organisation development approaches and experiential learning and believe in the principles of self-managed learning, recognizing that senior leaders at this level neither require nor, often, benefit from more didactic approaches.

The team for this work comprises:

Sally Hulks, Assistant Director of Leadership & Organisational Development, The King's Fund

Sally specialises in organisational change and leadership development and has 20 years' experience in leadership roles. Before joining the Fund, Sally worked at Ashridge Business School. She has worked with a range of international and UK clients including: the International Red Cross, WHO, Unilever, Credit Suisse, British Airways, and Pfizer and with universities, local government organisations and NHS trusts.

Sally previously held the role of Director of Change, Civil Service, where she created an internal consultancy for government departments specialising in culture change; she has also worked at KPMG and the BBC.

Sally holds Masters Degrees in organisational psychology and organisational consulting. She is an accredited coach and co-authored *Organisational change: perspectives on theory and practice*.

Matthew Rice, Senior Consultant, Leadership and Organisational Development

Matthew is part of the Fund's leadership and organisational development team and works on a number of open leadership development programmes, from those aimed at new leaders to those aimed at the most senior clinical leaders. He also co-directs the Top Manager programme. Recent commissioned programmes include those in support of medical leadership development at Bart's Healthcare NHS Trust, North Middlesex University Hospitals NHS Trust and Barking, Havering & Redbridge clinical commissioning groups.

Before joining the Fund in 2013, Matthew worked in leadership and organisational development roles in a range of health and care contexts. He is particularly interested in exploring how psychoanalytic principles can be used in an everyday consulting capacity to help individuals, teams and organisations be the best they can be.

References

We regularly deliver workshops with Boards on bespoke development programmes and as a part of wider senior leadership programmes. For example:

- We delivered an open programme for NHS Non-Executive Directors (NEDs). Our Board Leadership Programme for NEDs provided a rich seminar programme of some 30+ events a year, focusing on leadership and governance issues. More than 90% of London Boards subscribed to the programme.
- We led a three-year programme with The Burdette Trust to observe whole Boards in action and coach nurse directors and their peers on how Boards engage with patient safety and quality. The Board observations and support emphasised the culture changes required to lead the quality/ safety agenda in large acute, foundation and non-foundation Trusts. Valuable lessons emerged from the study about the role and attributes of the nurse executive, but also lessons about the structure, processes and behaviours of Boards. This led to joint publications with The Burdett Trust, *Putting Quality First in the Boardroom* (The King's Fund, 2010) and *Ward to Board* (The King's Fund, 2009).

We delivered a Board skills development programme for Barnet, Enfield and Haringey Mental Health NHS Trust (BEH). The aim of this work was to build the insights and skills of individuals on the Board, strengthening the Board and supporting meaningful and brave conversations about how the Board functions. Using the Leadership Framework and 360 feedback tool, we conducted a series of individual feedback sessions along with Board observation and further feedback. Relevant coaching sessions and workshops were set up to address development needs that emerged.

CAPABILITY AND EXPERTISE - Please provide a complete resource plan for the delivery of the requirements and organisational capacity to undertake the work.

Evaluation Intention:

The tender response should demonstrate that the Tenderer:

- can provide the services requested;
- has the organisational capacity to undertake the work given other commitments and contingencies;
- has identified appropriate management of these resources;
- has assigned suitably qualified and experienced resource for service delivery;
- has a resource plan that integrates with the method statement(s); and
- has considered the effective use of client resources to where possible minimise costs and ensure effective use of client knowledge and data

Response:

We are a team of experienced leadership practitioners, accustomed to working with top teams. The greatest commitment will be in achieving time/dates you can all commit to, given the pressures of your work.

1. We recommend that key workshops are off-site – to provide space to reflect away from the office.
2. Otherwise we anticipate undertaking the work at your premises, where a private room, flipchart and appropriate refreshments are all that is needed.

In addition to the core King's Fund delivery team, we are ably supported by a team of programme coordinators and programme managers who are responsible for the day to day operational management of our leadership programmes.

The King's Fund's project management approach aims to support all project work to be managed consistently and according to agreed standards of quality, cost, time and scope. Incorporating many of the key principles of the PRINCE2 methodology, our approach is flexible and scalable, using the size of the project and the type of work to determine which management tasks can be tailored and which are mandatory.

Before delivery begins, we ensure we have considered and determined our activities, the resources required, the outputs and outcomes, and that this is captured in project documentation.

To ensure clear communication we have assigned a programme director and programme coordinator with sole responsibility for this contract. The programme director will be responsible for:

- Client contact and contract management.

Finalising design of the programme - ensuring fit with your local Response:

We are a team of experienced leadership practitioners, accustomed to working with top teams. The greatest commitment will be in achieving time/dates you can all commit to, given the pressures of your work.

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from the office.

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To ensure clear communication we have assigned a programme director and programme coordinator with sole responsibility for this contract. The programme director will be responsible for:

- Client contact and contract management.
Finalising design of the programme - ensuring fit with your local priorities.
- Quality assuring all elements of the programme.
- Reviewing evaluation feedback to include in further redesign and review.

EXIT STRATEGY AND SKILLS TRANSFER - Please describe the processes and deliverables of the exit phase of the service and how the tenderer will effect handover of the next steps of the project to the client

Evaluation Intention:

Seeks to ensure that the Tenderer will transfer knowledge back into the CQC in respect of, and being clear on the next steps to implement any recommended changes

Response:

Our aim is to create experiences based on real work, real time. As such the ownership rests with the SLT and our role is to provoke thinking, support experimentation and draw out learning. In terms of the latter, we suggest the following approach:

- We lead the knowledge capture activity. As such our task is to de-brief people, to put what may be sensed or intuited into words, to capture key learning for wider sharing.
- Provide people with a CQC /The King's Fund journal to record field notes and working notes.
- To run a pre and post evaluation process, which contributes to next steps.
- To create clear next steps at each workshop which are followed up at interim pulse-check sessions.

To offer a post-programme team coaching session to maintain focus and momentum. Once again with clear agreed next steps and a handover to internal OD resource to support development.



**CQC ITT
CCS SLT Development
Programme**

The King's Fund's Submission
Appendix 1

TheKingsFund > Ideas that change
health care

Diagram 1 Team Diagnostic

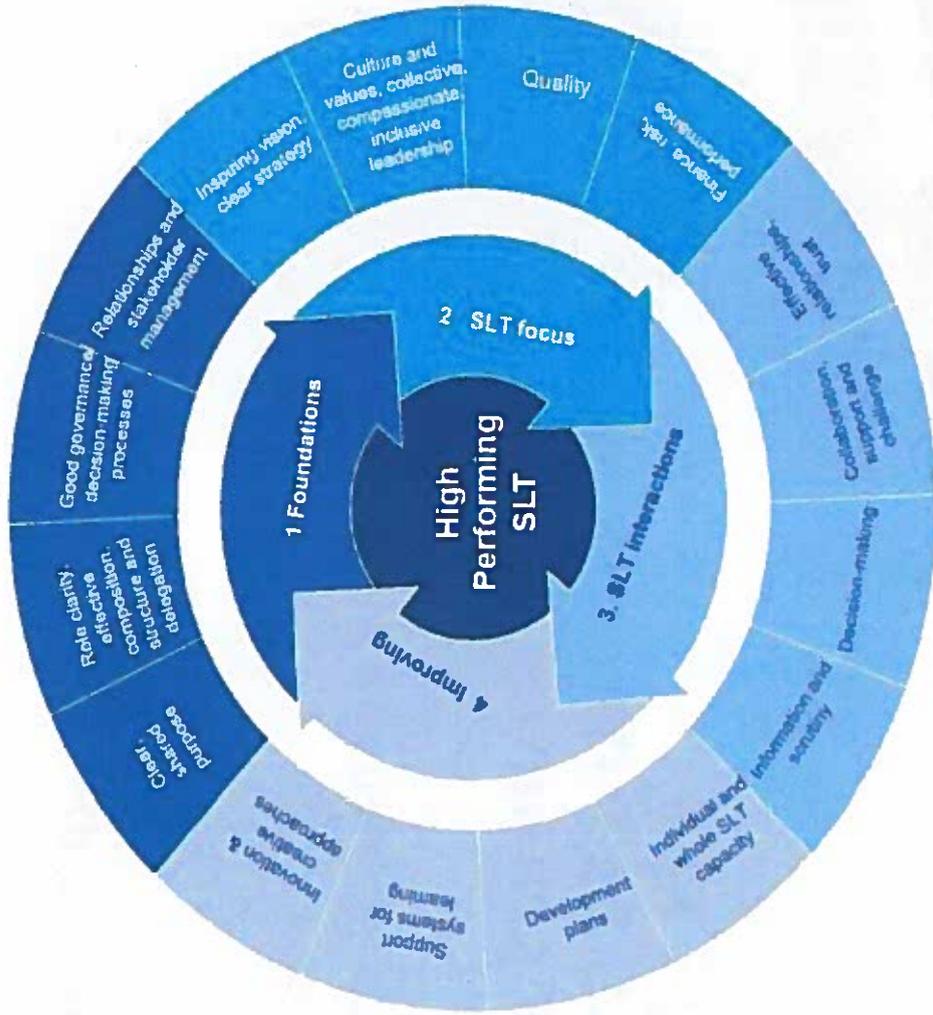
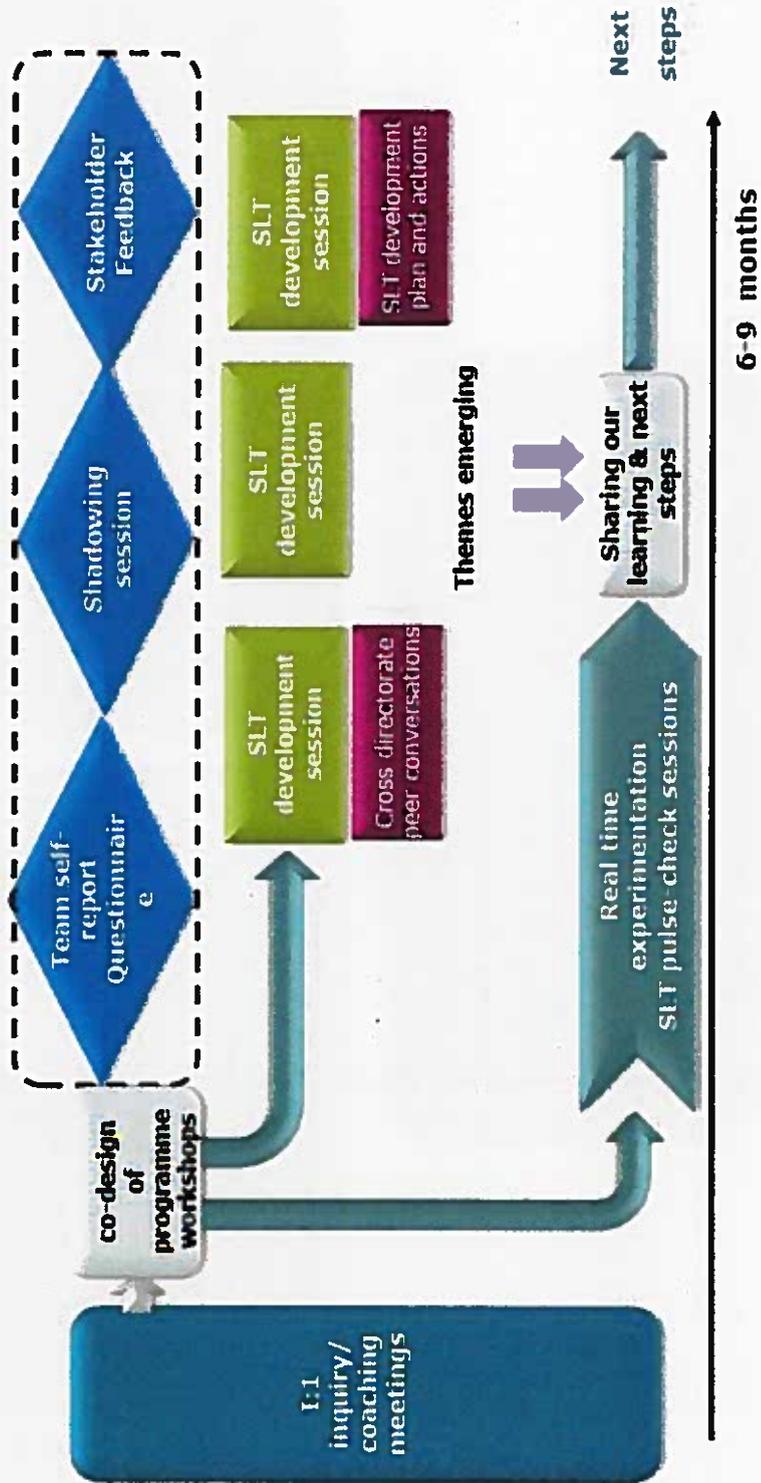


Diagram 2

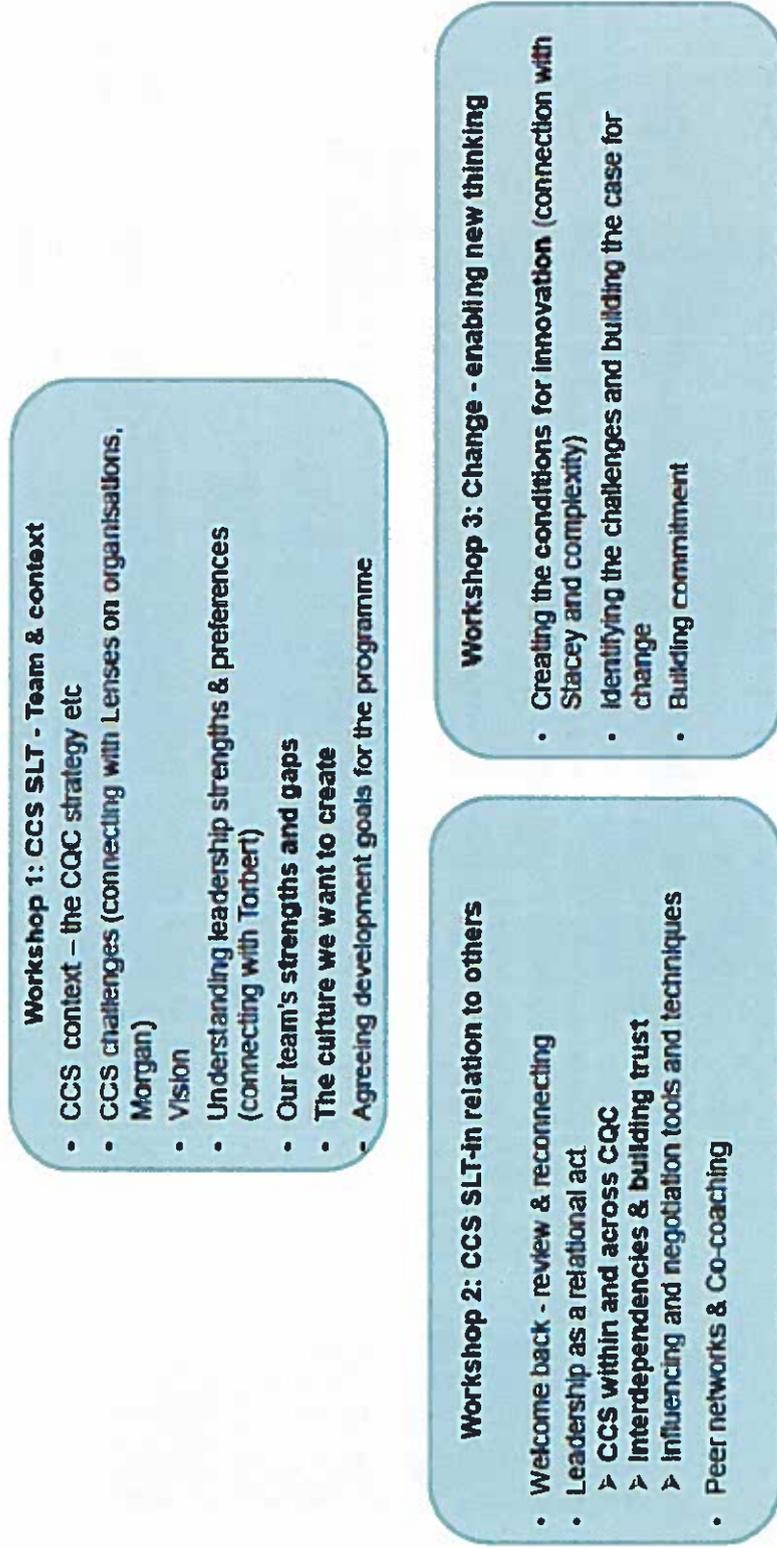
SLT Customer & Corporate Services Development Programme



The Kings Fund

Ideas that change health care

Diagram 3 Strawman workshops



TheKingsfund >

Ideas that change
health care

Diagram 4 Project Plan

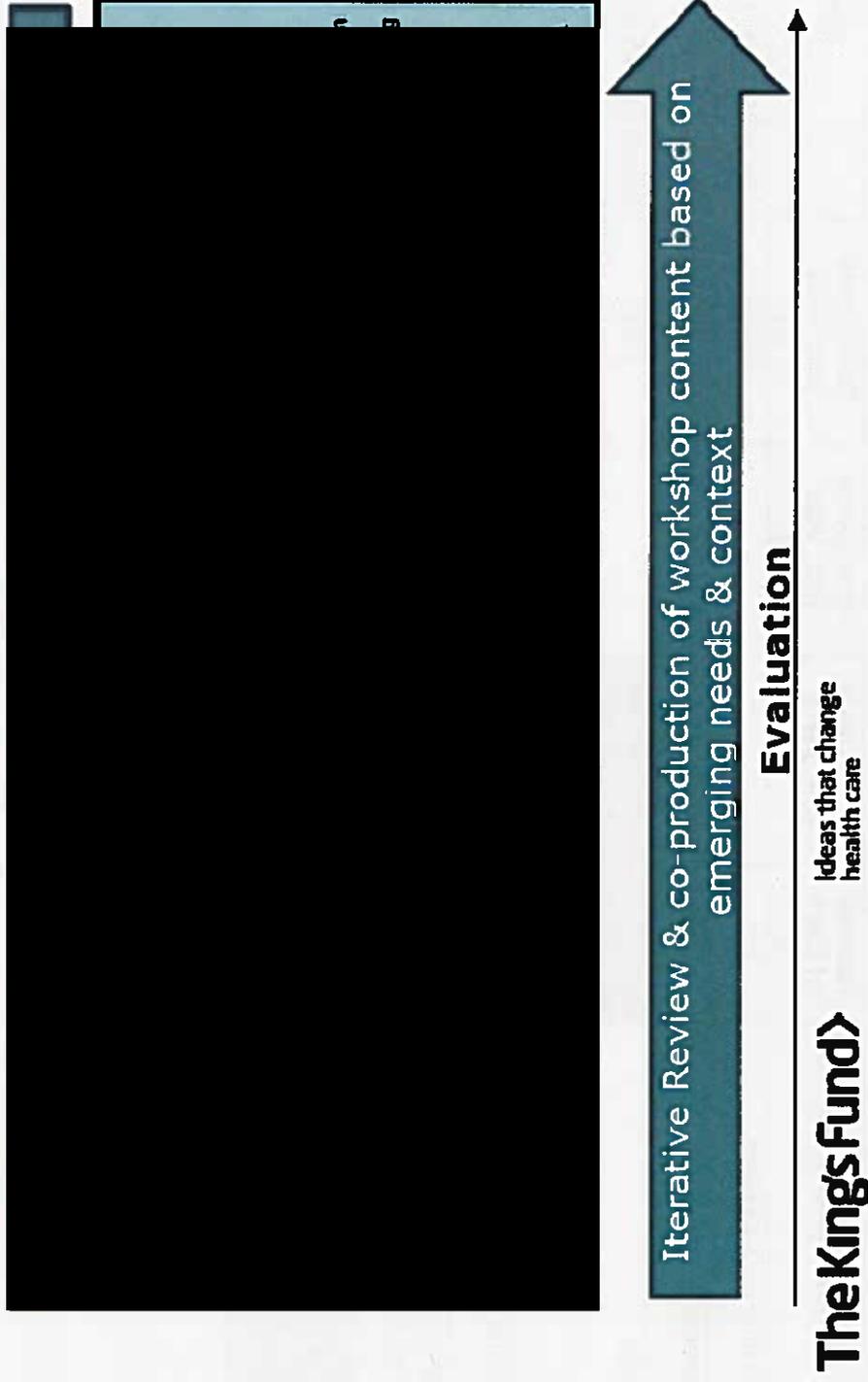


Table B – Rate Card (for information):

Job Title	Objective(s)	Contract Rate / Fees (incl. VAT) (£/Day)	Number of Days	Total Costs (inc. VAT) (£)
[Redacted Content]				

