

Dated the 27th day of June 2019

CARE QUALITY COMMISSION

and

CHOICE SUPPORT

Deed of Variation

For

CONTRACT
relating to the supply of
Experts by Experience Services for Year 4
and Contract Extension Period
LOT 2 – CENTRAL REGION

THIS Deed is made the 27th day of June 2019

Care Quality Commission of 151 Buckingham Palace Road, London SW1W 9SZ ("the Authority") of the one part; and

Choice Support a company (Company number 8971493) whose registered office is at 1 Hermitage Court, Hermitage Lane, Maidstone, Kent, ME16 9NT and Choice Support a charity (charity registered number 1156486) whose registered address is 1 Hermitage Court, Hermitage Lane, Maidstone, Kent, ME16 9NT ("the Contractor").

(collectively hereafter referred to as "the Parties" and individually "the Party")

RECITALS

The Parties entered into a contract ("the Contract") dated 24th March 2016 for an Initial Contract Period of 18 months from 1st February 2016 to 31st July 2017 for the provision of Experts by Experience Services ("the Services").

2. On 29th August 2017 the parties entered into a Deed of Variation ("First Variation") and agreed the following;
 - a. variation of the Initial Contract Term to extend it by ten months from 1st August 2017 until 31st May 2018, (for the avoidance of doubt (the Parties acknowledged that the period of 1st February 2018 to 31st May 2018 would constitute Year 3 of the Contract and would be subject to terms contained in the original Contract in respect of volumes and fixed costs);
 - b. the Key Performance Indicators (KPIs) numbered 1 and 3, listed in Schedule 4 of the Contract and contained within Annex 1 of the Deed of Variation dated 29th August 2017 were deleted and replaced with the KPIs contained with Annex 1A of the said Deed of Variation;
 - c. the Authority's Social Value Requirements and the Contractor's response to the Authority's Social Value Requirements contained within Annex 2 of the Deed of Variation were inserted as Annex 8, Social Value Requirements to Schedule 1 (Specification) of the Contract;

- d. a new Schedule 3A (Pricing for Social Value Requirements) which contained the Social Value Costs set out in Annex 3 of the said Deed of Variation; and
 - e. a new Schedule 3 (Pricing Schedule) paragraph 2.1 (Pricing for Fixed Cost after volume discount) of the Contract which contained the new Fixed Cost or volumes for Year 2 was set out in Annex 4 of the said Deed of Variation.
3. On 26th July 2018 the parties entered into another Deed of Variation ("Second Variation") and agreed the following:
 - a. amendment of the terms of the Contract to ensure compliance with the new General Data Protection Regulation ("GDPR");
 - b. variation of the Contract to extend it from 1st June 2018 to 31st January 2019;
 - c. amendment of Volumes Requirements for Year 3 contained in Schedule 1- Specification;
 - d. amendment of Fixed Costs for Year 3 contained in Schedule 3 – Pricing Schedule;
 - e. variation of costs for shorter specific inspection events contained in Paragraph 2.2 of Schedule 3; and
 - e. further amendments of the KPIs contained in Schedule 4 of the Contract which was varied in the Deed of Variation dated 29th August 2017.
4. On 5th March 2019 the parties entered into a Deed of Variation ("Third Variation") and agreed the following:
 - a. variation of the Contract Period to be further extended by two months from 1st February 2019 to 31st March 2019;
 - b. the rates of the Fixed Costs agreed for Year 3 contained in Schedule 3 – Pricing Schedule of the Second Variation shall apply; and
5. The parties have agreed a further variation of the term and conditions of the Contract as agreed in this Deed of Variation. The terms to be varied are as follows:
 - a. variation of the Contract Period to be further extended by 12 months from 1st April 2019 to 31st March 2020;



- b. Annex 1 Volumes of Events contained in Schedule 1 – Specification of the Contract as amended by the Second Variation shall be deleted and replaced with the new Year 4 Volumes Requirement for Central Region contained in Annex 1 of this Deed of Variation;
- c. Schedule 3 (Pricing Schedule) paragraph 2.1 (Pricing for Fixed Cost after volume discount) of the Contract and contained in the Second Variation shall be deleted and replaced with the new Year 4 Fixed Cost rates for Central Region contained in Annex 2 of this Deed of Variation; and
- d. Schedule 4 Key Performance Indicators (KPIs) of the Contract as amended by the Second Variation shall be deleted and replaced with the Year 4 Key Performance Indicators contained in Annex 3 of this Deed of Variation;

NOW IT IS AGREED between the Authority and the Contractor as follows:

1. In accordance with clause F8 of the Contract, the Contract Period is further extended by 12 months from on 1st April 2019 to 31st March 2020;
2. Annex 1 Volumes of Events contained in Schedule 1 – Specification of the Contract as amended by the Second Variation is deleted and replaced with the new Year 4 Volumes Requirement for Central Region contained in Annex 1 of this Deed of Variation;
3. Schedule 3 (Pricing Schedule) paragraph 2.1 (Pricing for Fixed Cost after volume discount) of the Contract and contained in the Second Variation is deleted and replaced with the new Year 4 Fixed Cost rates for Central Region contained in Annex 2 of this Deed of Variation;
4. For the avoidance of doubt the costs for shorter specific inspection events contained in Paragraph 2.2 of Schedule 3 enclosed in the Second Variation shall apply to the Contract Period agreed in paragraph 1 above;
5. The Key Performance Indicators (KPIs) in Schedule 4 of the Contract is deleted and replaced with the Year 4 Key Performance Indicators contained in Annex 1 of this Deed of Variation to reflect change in reporting frequency;

6. The Contract shall expire automatically on 31st March 2020 (in accordance with the provisions of clause A2 of the Contract) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under clause F8;
7. This Deed of Variation shall take effect on 1st April 2019;
8. Other than the above variations the Contract shall remain in full force and effect as varied by this Deed and the terms of the Contract shall have effect as though the variations contained in this deed had been originally contained in the Contract; and
9. This Contract shall be subject to English law in all respects (including formation) and shall be construed and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England.

EXECUTED as a Deed by the Parties on the date which first appears in this instrument:

The corporate seal of
CARE QUALITY COMMISSION hereunto
affixed to this deed is authenticated by

Name: [REDACTED]
Authorised by the Care Quality Commission



EXECUTED as a Deed by **CHOICE SUPPORT**

The common seal of
CHOICE SUPPORT was hereunto
affixed in the presence of:

Name: [REDACTED]
Position: [REDACTED]

Signature: [REDACTED]

Name: [REDACTED]
Position: [REDACTED]

Signature: [REDACTED]



Annex 1

Year 4 Volumes Requirement for North Region

Annex 1

Year 4 Volumes Requirement for Central Region

Contract Year 4	Central
ASC-R	
ASC-C	
Hospitals	
MH Act	
Registration LD	
Engagement Events	
Total	

Annex 2

Year 4 Fixed Cost rates for North Region

Annex 2

Year 4 Fixed Cost rates for Central Region

Central	Year 4 agreed
Training	
Management Fee	
Marketing & Recruitment	
Admin & Overheads	
Insurance	
Margin	
Total Fixed Costs	
Monthly Fixed Charge	

Annex 3

Year 4 Key Performance Indicators

ANNEX 3

Year 4 Key Performance Indicators

COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
A. VOLUMES AND DEPLOYMENT						
1. Provide Experts by Experience for all Inspection Events requested 20 working days or more in advance of the first day of the inspection	Percentage of Inspection Events where Experts by Experience have been supplied by the Contractor as requested by the Authority requested 20 working days or more in advance of the first day of the inspection	Quarterly	95% or above	3	95% - 91%	90% or below
2. Provide Experts by Experience for all Inspection Events requested between 10 - 19 working days in advance of the first day of the inspection	Percentage of Inspection Events where Experts by Experience have been supplied by the Contractor as requested by the Authority requested 10- 19 working days in advance of the first day of the inspection	Quarterly	90%	3	89% - 81%	80% or below
3. Provide Experts by Experience for all Inspection Events requested between 2 - 9 working days in advance of the first day of the inspection	Percentage of Inspection Events where Experts by Experience have been supplied by the Contractor as requested by the Authority requested 2 - 9 working days in advance of the first day of the inspection	Quarterly	75%	3	71%-74%	70% or below

COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
4. All Inspection Events requested 20 working days or more in advance of the first day of the inspection have identified Experts by Experience no later than 10 working days prior to the Event	Percentage of Inspection Events requested 20 working days notice or more in advance of the first day of the inspection to have identified Experts by Experience no later than 10 working days prior to the Event	Quarterly	90%	3	95% - 91%	90% or below
5. All Inspection Events requested between 10 - 19 working days in advance of the first day of the inspection have identified Experts by Experience inspectors no later than 5 working days prior to the relevant Event	Percentage of Inspection Events requested between 10 - 19 working days in advance of the first day of the inspection to have identified an Experts by Experience no later than 5 days prior to the relevant Event	Quarterly	90%	2	89% - 81%	80%
6. All Inspection Events requested between 2 - 9 working days in advance of the first day of the inspection have identified Experts by Experience inspectors no later than 24 hours days prior to the relevant Event	Percentage of Inspection Events requested between 2 - 9 working days in advance of the first day of the inspection to have identified an Experts by Experience no later than 24 hours prior to the relevant Event	Quarterly	75%	2	71% - 74%	70% or below
7. Provide Experts by Experience for all training and engagement events	Percentage of training and engagement events where Experts by Experience have been supplied by the Contractor as	Quarterly	100% or more	2	89% - 86%	85%

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7
Service Requirement	Reporting Measurement	Reporting Frequency	Performance Target	Performance Points allocated to KPI	Required Action Notice Level	Corrective Action Notice Level
8. All training and engagement events have an identified Experts by Experience no later than 5 Working Days prior to the relevant Event	required by the Authority within the preceding Quarter. Percentage of training and engagement events which have an identified Experts by Experience no later than 5 Working Days prior to the relevant Event within the preceding Quarter.	Quarterly	90%	2	89% - 86%	85%

B. QUALITY AND SUSTAINABILITY

9. Provide within one Month of receipt from the Authority of the quarterly allocation of Events the indicative named Expert by Experience named Expert by Experience for all such Events	Percentage of Events which the Contractor has provided an indicative named Expert by Experience within one Month of receipt from the Authority of the quarterly allocation of Events	Quarterly	75%	3	74 - 66%	65%
10. Maintain a pipeline of resource of Experts by Experience to meet the volume requirements of Experts by Experience as set in out in the Tender response	Percentage of Experts by Experience employed or engaged by the Contractor (by category) against the Authority's requirements for that category as set out in Annex 1 of the Specification	Quarterly	100%	3	99% - 81%	80%

COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
11. Have a credible and sustainable training methodology and programme that supports the ongoing Quality Standards of the Services	Percentage of Experts by Experience that are deployed by the Contractor within 2 Months of successful completion of all induction training	Quarterly	100%	3	89% - 71%	70%
12. Have a credible means of evaluating the performance of an Expert by Experience of an Event	Percentage of Experts by Experience that meet all of the quality standards set out in Annex 6 of the Specification	Quarterly	100%	2	99% - 81%	80%
13. Have a policy on how the Contractor or its supply chain will interact with and support the Experts by Experience on a regular basis to maintain their wellbeing	A survey of Experts by Experience is completed by all Experts by Experience employed or engaged by the Contractor Proportion of Experts by Experience that give an overall 'satisfied' (or above) response to the Contractor's survey. <i>Note: The content of such survey to be agreed in advance with the Authority. This survey will also be used to test other KPIs.</i>	Every six (6) Months	85%	2	84% - 66%	65%
14. Establish a viable strategy that seeks to minimise the carbon footprint and environmental impact of the Services delivered	Percentage of public transport of used as a proportion of transport method of attendance to the Events (excluding those Experts by Experience who are unable to access public transport) <i>Note: Assumed anyone deemed</i>	Every six (6) months	60%	1	59% - 41%	40%

COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
	<i>to be unable to access public transport will have an objective assessment articulating this and appropriate support plan that still seeks to minimise environmental impact</i>					
C. BUSINESS MANAGEMENT						
15. Payment of sub-contractors or the Experts by Experience within 30 days from the receipt of a valid invoice	Percentage of sub-contractors or the Experts by Experience paid within 30 days from the receipt of a valid invoice	Quarterly	100%	3	97% - 91%	90%
16. Attendance at meetings	Percentage of attendance at all meetings as required for contract management requirements as set out within the Specification	Quarterly	100%	3	99% - 91%	90%
15. OVERALL KPI PERFORMANCE SCORE	The overall performance across all of the above KPIs will be measured by calculating the number of Performance Points awarded to each KPI (in line with the Performance Points allocation set out in Column 5 for the relevant KPI).	Monthly	Monthly Performance Points Allocation: Between 13-15 Performance Points	N/A	Monthly Performance Points Allocation: between 13-10 Performance Points	Monthly Performance Points Allocation: Below 10 Performance Points

COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
	<p>Performance Points will only be awarded to a KPI if the Contractor achieves the Performance Target (set out in Column 4) and no Performance Points will be awarded to a KPI where the performance of a KPI falls below the Performance Target (set out in Column 4).</p> <p>Where the relevant reporting Month does not fall on a Quarter of the Contract Year (and therefore only KPIs with a Monthly reporting frequency are reported), the Monthly Points Allocation as set out in this row 15 shall apply.</p> <p>Where the relevant reporting Month falls on a Quarter Month of the Contract Year but not on a Half Year (and therefore KPIs with a Monthly and Quarterly reporting frequency will be measured) the Quarterly Points Allocation as set out in this row 15 shall apply.</p> <p>Where the relevant reporting Month falls on a Quarter Month of the Contract Year but not on a Half Year (and therefore KPIs with a Monthly and Quarterly reporting frequency will be measured) the</p>		<p>Quarterly Performance Points Allocation: between 26-28 Performance Points</p> <p>Half Year Performance Points Allocation: between 35-37 Performance Points</p>		<p>Quarterly Performance Points Allocation: between 23-26 Performance Points</p> <p>Half Year Performance Points Allocation: between 30-35 Performance Points</p>	<p>Quarterly Performance Points Allocation: Below 23 Performance Points</p> <p>Half Year Performance Points Allocation: Below 30 Performance Points</p>

COLUMN 1 Service Requirement	COLUMN 2 Reporting Measurement	COLUMN 3 Reporting Frequency	COLUMN 4 Performance Target	COLUMN 5 Performance Points allocated to KPI	COLUMN 6 Required Action Notice Level	COLUMN 7 Corrective Action Notice Level
	<p>Performance Points will only be awarded to a KPI if the Contractor achieves the Performance Target (set out in Column 4) and no Performance Points will be awarded to a KPI where the performance of a KPI falls below the Performance Target (set out in Column 4).</p> <p>Where the relevant reporting Month does not fall on a Quarter of the Contract Year (and therefore only KPIs with a Monthly reporting frequency are reported), the Monthly Points Allocation as set out in this row 15 shall apply</p> <p>Where the relevant reporting Month falls on a Quarter Month of the Contract Year but not on a Half Year (and therefore KPIs with a Monthly and Quarterly reporting frequency will be measured) the Quarterly Points Allocation as set out in this row 15 shall apply.</p> <p>Where the relevant reporting Month falls on a Quarter Month of the Contract Year but not on a Half Year (and therefore KPIs with a Monthly and Quarterly reporting frequency will be measured) the</p>		<p>Quarterly Performance Points Allocation: between 26-28 Performance Points</p> <p>Half Year Performance Points Allocation: between 35-37 Performance Points</p>		<p>Quarterly Performance Points Allocation: between 23-26 Performance Points</p> <p>Half Year Performance Points Allocation: between 30-35 Performance Points</p>	<p>Quarterly Performance Points Allocation: Below 23 Performance Points</p> <p>Half Year Performance Points Allocation: Below 30 Performance Points</p>

