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# **Contract (Short Form – Services)**

## **Contract for Provision of Executive Coaching Services**

**Contract Reference CQC LD 154**

**January 2018**

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# Terms and Conditions of Contract for Services

## 1 Interpretation

1.1 In these terms and conditions:

<b>“Agreement”</b>	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) ASK Europe Plc (“Contractor”);
<b>“Approval”</b>	means the written consent of the Customer;
<b>“Award Letter”</b>	means the letter from the Customer to the Contractor containing these terms and conditions;
<b>“Central Government Body”</b>	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;
<b>“Charges”</b>	means the charges for the Services as specified in the Schedule 2;
<b>“Confidential Information”</b>	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;
<b>“Contractor”</b>	means the person named as Contractor who was awarded this contract;
<b>“Customer”</b>	means the Care Quality Commission;

<b>“DPA”</b>	means the Data Protection Act 1998;
<b>“Expiry Date”</b>	means the date for expiry of the Agreement as set out in the Award Letter;
<b>“Firm Price”</b>	means the Contractor undertakes the Contract for a total, all-inclusive price that will not change;
<b>“Fixed Price”</b>	means the Contractor undertakes the initial period of the Contract for a total, all-inclusive price that will not change;
<b>“FOIA”</b>	means the Freedom of Information Act 2000;
<b>“Information”</b>	has the meaning given under section 84 of the FOIA;
<b>“Key Personnel”</b>	means any persons specified as such in the Specification or Agreement otherwise notified as such by the Customer to the Contractor in writing;
<b>“Party”</b>	means the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
<b>“Personal Data”</b>	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;
<b>“Premises”</b>	means the location where the Services are to be supplied, as set out in the Specification;
<b>“Purchase Order Number”</b>	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;
<b>“Request for Information”</b>	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);
<b>“Schedule”</b>	means a schedule attached to, and forming part of, the Agreement;
<b>“Services”</b>	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 the date specified in Award Letter and shall expire on **31<sup>st</sup> of October 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 3 months by giving not less than 10 Working 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 inclusive 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 of 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 five million pounds (£5,000,000);
- c) Professional indemnity with the minimum cover per claim of two million pounds (£2,000,000);

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

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

For the attention of [REDACTED]

Tel: [REDACTED]

Email [REDACTED]

21.3.2 For the Contractor: ASK Europe Plc

Address: Cranfield Innovation Centre University Way, Cranfield,  
Bedford, Bedfordshire, England, MK43 0BT

Company number 02989543

For the attention of: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

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.

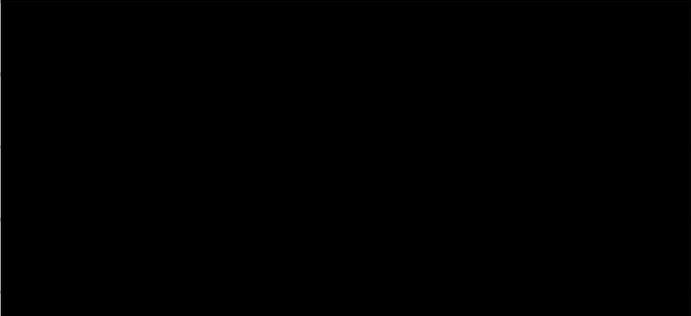
## 23 TUPE

23.1 For the avoidance of doubt TUPE is not applicable to this Agreement.

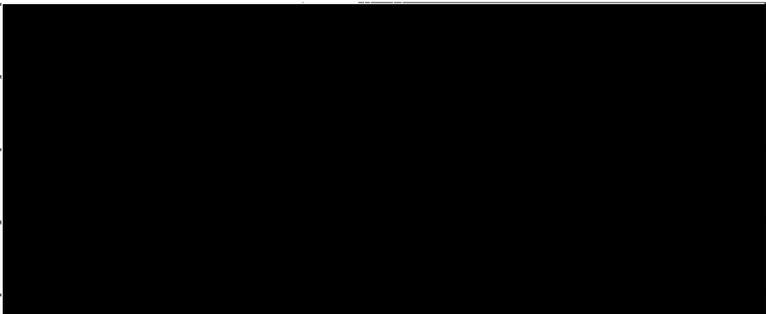
## 24 Signatures

**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 Specification. 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.

**For and on behalf of the Customer: Care Quality Commission**

Name and Title		
Position		
Signature		
Date		

**For and on behalf of the Contractor: ASK Europe Plc**

Name and Title		
Position		
Signature		
Date		

# Schedule 1: Specification and Tender Response Document

## Section 1 – Statement of Requirements

### 1 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.

CQC has recently introduced a talent management strategy designed to support the organisation in its work by ensuring that we have the right people in the right roles at the right time and that we have a systematic approach to succession planning.

As part of this strategy, CQC conducted a talent review of its Executive Grades to identify individuals within this population who demonstrate the potential to progress to more senior roles in the future. Following the identification of these individuals further activity was completed to assess their learning needs and subsequent development requirements to support them in successfully making the next step. As part of this activity, it was determined that 12 individuals within this population would benefit from undertaking a programme of executive coaching to meet their specific development requirements.

CQC requires the procurement of executive coaching provision to support the development of these individuals based on their specified needs.

### 2 The Requirement

We are looking to work with a coaching provider (the “Supplier”) with a proven track record of effective and high coaching delivery to national, high profile organisations.

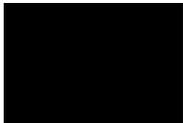
CQC is seeking to procure coaching services to deliver coaching activity for 12 identified individuals within the organisation’s executive grades to support each individual in their identified areas of development, the ability for a Supplier to deliver coaching provision to all 12 individuals is essential.

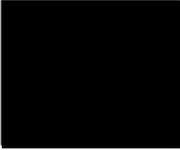
Potential Supplier’s will be expected to confirm that the coaches they provide meet all of the following technical criteria and evidence this.

**We require:**

- **Supplier's able to provide sufficiently qualified coaches to provide up to six sessions per participant of 1-1 coaching for 12 participants. Starting in January 2018 in the following UK locations – London, Leeds, Doncaster, Taunton, Hampshire (Winchester) and Warwickshire (Bidford upon Avon).**
- **Capability to deliver coaching sessions both face to face and virtually for a maximum duration of 2 hours per session**
- **Coaching sessions to be tailored to the individuals identified needs - as outlined below – and a timetable for delivery**
- **All coaches to be able to provide evidence of professional qualifications that are recognised by the European Mentoring and Coaching Council (EMCC) at Practitioner Level or equivalent, provided through an accredited learning body such as a University or the ILM**
- **The provision for a complimentary chemistry meeting prior to the commencement of coaching if the individual requires it, to confirm that the coach can effectively support their personal requirements, at a time convenient to the Coachee.**
- **The ability to deliver psychometric testing as part of the coaching offer - where the Coachee has identified this as a requirement**
- **For individuals where it has being initially identified as requiring 3 coaching sessions we would also require option be able to 'call off' up to a maximum of 3 additional sessions.**
- **The provision to end any requirement for coaching if it is determined by mutual agreement that the coaching activity is not working. In this eventually, CQC would work with the Supplier to find an alternative coach in the first instance.**

**The table below provides a summary of the requirements of the 12 individuals and their locality**

Job Title	Requirement for Coaching	Number of Sessions	Location
<b>Coachee 1</b> 	<p>The coaching requirement of this individual is to support the development of their leadership skills following a recent interim promotion focusing on:</p> <ul style="list-style-type: none"> <li>• Exploration and challenge of current leadership style and behaviours to develop a greater awareness of approach and increase effectiveness following promotion</li> <li>• Development of leadership skills and strategies to get the most of my team to deliver excellence</li> </ul>	<b>3 sessions with the potential to call off up to additional 3 sessions</b>	<b>London</b>
<b>Coachee 2</b> 	<p>The coaching requirement of this individual is to challenge thinking and push them outside their comfort zone to support future progression focusing on:</p> <ul style="list-style-type: none"> <li>• Challenging thinking to move away from a tactical delivery role to one that is more strategic in nature</li> <li>• Building confidence to operate as part of a senior management team</li> <li>• Development of strategic leadership skills to contribute more effectively to the delivery of key objectives</li> </ul>	<b>Maximum of 6 sessions</b>	<b>(Twickenham) London</b>

Job Title	Requirement for Coaching	Number of Sessions	Location
<b>Coachee 3</b> 	<p><b>The coaching requirement of this individual is to support leadership effectiveness across a diverse and complex range of projects following a recent promotion focusing on:</b></p> <ul style="list-style-type: none"> <li>• Exploring ways to use time effectively to enable a focus on planning and strategic thinking and developing personal strategies to conceptualise issues</li> <li>• Development of skills to lead effective meetings to ensure they are efficient and progress towards clear goals</li> <li>• Development of decision making skills when dealing with a range of complex work</li> </ul>	<b>Maximum of 6 sessions</b>	<b>Leeds</b>

Job Title	Requirement for Coaching	Number of Sessions	Location
<p><b>Coachee 4</b></p> 	<p><b>The coaching requirement of this individual is to support them in stepping up to their first Director role focusing on:</b></p> <ul style="list-style-type: none"> <li>• Developing as a strategic leader - Leading a team through significant change, whilst retaining and developing talent and going through forming and reshaping the right size of team</li> <li>• Influencing others - from an internal/external and team perspective. The role is high profile and externally visible, with a strategic aim around working with others to deliver a shared view of quality</li> <li>• Personal and team resilience: with the pace and scale of change occurring within Digital greater personal resilience and building of team resilience is needed.</li> <li>• Lead the organisation through digital transfer will require me to become a visionary leader with a balanced focus on achieving and communicating the large-scale requirements of change.</li> </ul>	<p><b>Maximum of 6 sessions</b></p>	<p><b>London</b></p>

Job Title	Requirement for Coaching	Number of Sessions	Location
<p><b>Coachee 5</b> Interim Head of Provider Analytics</p>	<p><b>The coaching requirement of this individual is to support the development of their leadership skills following an interim promotion focusing on:</b></p> <ul style="list-style-type: none"> <li>• Developing as a leader (particularly communication style and leading during change/uncertainty): coaching would support further development of leadership style with a focus on leading a larger function of staff (i.e. moving from leading a team of 12 to leading one of 85 people) where direct communication with all individuals is more challenging.</li> <li>• Development of confidence and skills to influence others outside of direct control (particularly external stakeholders), interim role is in a more high profile and externally visible and has strategic aim around working with others to deliver a shared view of quality.</li> <li>• Development of personal and team resilience to effectively deal with the pace and scale of change occurring at CQC</li> </ul>	<p><b>Maximum of 6 sessions</b></p>	<p><b>London</b></p>

Job Title	Requirement for Coaching	Number of Sessions	Location
<p><b>Coachee 6</b></p> <p>Head of Business Change and Improvement</p>	<p>The coaching requirement of this individual is to support them in adjusting effectively to a larger more complex role with a wider span of responsibility focusing on:</p> <ul style="list-style-type: none"> <li>• Develop ability to lead, motivate, empower and support a sizable, multi-disciplinary team.</li> <li>• Develop self-confidence to be able to interact effectively with, and influence both peers and upwards.</li> <li>• Develop ability to find the right balance between 'doing' and 'directing' from a leadership position.</li> <li>• Develop ability to be resilient in the face of adversity, manage pressure effectively and reflective on what can be done differently to evolve as a Leader.</li> <li>• Improve ability to identify solutions to specific work-related issues with a greater span of responsibility</li> </ul>	<p><b>3 sessions with the potential to call off up to additional 3 sessions</b></p>	<p><b>Leeds &amp; Doncaster</b></p>

Job Title	Requirement for Coaching	Number of Sessions	Location
<p><b>Coachee 7</b> Deputy Chief Inspector</p>	<p><b>The coaching requirement of this individual is to enhance personal effectiveness and challenging thinking in the following areas:</b></p> <ul style="list-style-type: none"> <li>• Development of influencing without authority in the context of external stakeholders and providers</li> <li>• Development of skills around having difficult conversations with providers to achieve an outcome that secures buy-in</li> <li>• Increasing confidence in controlling the agendas of meetings</li> <li>• Development of resilience through being able to recognise when to deploy coping mechanisms</li> </ul>	<p><b>Maximum of 6 sessions</b></p>	<p><b>Leeds</b></p>

Job Title	Requirement for Coaching	Number of Sessions	Location
<p><b>Coachee 8</b></p> <p>Head of Inspection</p>	<p><b>The coaching requirement of this individual is to challenge thinking and push them outside their comfort zone to support future progression focusing on:</b></p> <ul style="list-style-type: none"> <li>• Challenge thought patterns and ways of thinking to approach situations and work more creatively.</li> <li>• Enhancing self-confidence to help prepare for the next step in their career at a more senior strategic level</li> <li>• Challenge thinking to identify longer-term aspirations and development requirements to achieve this.</li> <li>• To support this the individual has requested a psychometric test to be included as part of the coaching requirement</li> </ul>	<p><b>Maximum of 6 sessions</b></p>	<p><b>Taunton</b></p>

Job Title	Requirement for Coaching	Number of Sessions	Location
<p><b>Coachee 9</b></p> <p>Head of Inspection</p>	<p><b>The coaching requirement of this individual is to support development within their current role with the long term aim of developing skills to support future progression, focusing on:</b></p> <ul style="list-style-type: none"> <li>• Explore how they may appear to others in different situations and identifying mechanisms to adapt approaches to meet expectations</li> <li>• External relationship management</li> <li>• Requires coaching on how to deal with difficult stakeholder behaviours</li> <li>• Explore ways to build relationships and manage them effectively going forward.</li> <li>• Development abilities to influence without authority with a focus on influencing the perceptions of providers.</li> </ul>	<p><b>Maximum of 6 sessions</b></p>	<p><b>(Winchester) Hampshire</b></p>

Job Title	Requirement for Coaching	Number of Sessions	Location
<p><b>Coachee 10</b> Deputy Chief Inspector</p>	<p>The coaching requirement of this individual is to work with a strong and experienced coach who will push and challenge their thinking to:</p> <ul style="list-style-type: none"> <li>• Take time to reflect and consider how to carry out their role more effectively</li> <li>• Consider current role in the context of wider career plan</li> <li>• Explore outputs from previous development discussions undertaken with peers and an independent adviser to support future career progression that adhere to the individual's core values</li> <li>• Examine what is the reality for future career progression, whether it is in roles at a national level or returning to the front line</li> <li>• Review undertaking of role following a period of leave to reflect on future direction and to ensure their priorities are balanced in a meaningful way.</li> </ul>	<p><b>Maximum of 6 sessions</b></p>	<p><b>(Bidford upon Avon) Warwickshire</b></p>

Job Title	Requirement for Coaching	Number of Sessions	Location
<p><b>Coachee 11</b></p> <p>Interim Head of Provider Engagement</p>	<p><b>The coaching requirement of this individual is to support the development of their self-confidence and decision making following an interim promotion focusing on:</b></p> <ul style="list-style-type: none"> <li>• Exploring ways to build and maintain confidence in abilities to make decision and communicate effectively at a senior level.</li> <li>• Presenting to colleagues and peers with confidence</li> <li>• Develop skills to influence others more effectively, maintain resilience and confidence and become a more powerful advocate for the team.</li> </ul>	<p><b>3 sessions with the potential to call off up to additional 3 sessions</b></p>	<p><b>London</b></p>

Job Title	Requirement for Coaching	Number of Sessions	Location
<b>Coachee 12</b>  Head of Provider Analytics	<p>The coaching requirement of this individual is to support development as a senior leader and to support transition back to work following a period of maternity leave, focusing on:</p> <ul style="list-style-type: none"> <li>• Review undertaking of role following a period of leave, supporting a smooth transition back into the workplace.</li> <li>• Explore ways to improve planning, delivery and leadership of change within the function, with a particular focus on embedding the new organisational strategies</li> <li>• Identification of areas of improvement and stretch to help develop a personal plan to support future progression within the organisation</li> </ul>	<b>Maximum of 6 sessions</b>	<b>London</b>

### 3 Service Levels & Volumes

The successful Supplier will be required:

- To provide a minimum of 3 coaching CV's per Coachee for each Coachee to select their preferred coach as part of the contract mobilisation phase.
- To include a complimentary chemistry meeting prior to the commencement of coaching upon the request of any individual Coachee
- To make arrangement for the delivery of coaching sessions directly with Coachee's.
- To pause the coaching if the individual is out of the business for a long period of time, for example on long term sickness absence\*
- To invoice CQC only after each coaching session has been completed.
- For individuals where the initial contract is for 3 sessions we require the ability to 'call off' up to 3 additional sessions. The requirement for additional sessions will be approved by the CQC contract manager and will require a clear rationale, purpose and objective

For individuals where the contract is for a maximum of 6 sessions, we require the ability to end the coaching services at any stage the coachee and the coach agree that the learning outputs, set out at the start of the contract have been met and further sessions are not required. \* The coaching programme should take no longer than 10 months to complete. If it is anticipated that the programme will take longer than 10 months due to extenuating circumstance e.g. illness an extension will need to be agreed with the CQC contract managers.

#### 4 Cost Envelope

<b>Cost Envelope</b>
<b>£32,000 - £44,000 inclusive of VAT</b>

#### 5 Length of Contract

<b>Start Date</b>	<b>End Date</b>	<b>Extension (If Applicable)</b>
<b>January 2017</b>	<b>October 2018</b>	<b>Up to a further 3 months extension (subject to agreement)</b>

The contract which CQC intends to award will cover an initial period of 10 months, which is anticipated to commence December 2017 (subject to agreement and finalisation of contract). There will be the potential opportunity for this to be extended for up to an additional 3 months, subject to CQC's business needs, satisfactory contractual performance and agreement by both parties.

#### 6 Timetable for Procurement Exercise

The table below sets out the summary timetable for this procurement exercise. Please note that this timetable is intended as a guide, and whilst CQC does not intend to depart from the timetable, it reserves the right to do so at any time. In the event that any changes to the timetable become necessary, CQC will notify all participating Suppliers of any such changes.

<b>Activity</b>	<b>Date</b>
Invitation to participate in ITT issued	8 November 2017
Deadline for receipt of clarification questions from Tenderers	15 November 2017
Tender submission deadline	22 November 2017
Initial evaluation and moderation of Tender submissions	23 November – 8 December 2017
Contract award (anticipated)	Mid December 2018
Contract implementation (anticipated)	Early January 2018

CQC reserves the right to cancel the procurement process at any point and is not liable for any costs resulting from any cancellation.

#### **7 Authority Responsibilities**

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

- Appoint a Contract Manager to act as key point of contact to receive regular updates to monitor the Supplier is achieving the agreed outputs
- CQC will provide access to offices as appropriate
- CQC will provide data to allow contract delivery
- CQC will ensure all payments are made promptly and in line with contract  
CQC will attend contract management meetings as agreed at the outset

#### **8 Supplier Responsibilities**

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

- Appoint a Contract Manager to oversee, co-ordinate the work, manage resources and liaise with the CQC Contract Manager;
- Contract Manager to act as a key point of contact to provide regular updates to ensure the coaching is achieving the agreed outputs
- Attend regular meetings to discuss contract delivery;
- Perform quality assurance and evaluation of the programme;
- Produce regular status reports as required by the CQC Contract Manager;
- Agree clear objectives at the outset with the individual to outline the programme outputs

- All documentation provided by CQC must be treated as confidential by the Supplier.

## 9 Contract Management Arrangement

Contract management is a very important element of contract delivery as this will ensure delivery is on time, within contract value and to the required level of performance.

Delivery of the Contract will be closely monitored and managed by the CQC Contract Manager and Supplier Contract Manager.. The nominated individual will maintain the overall diligence of the work carried out by the Supplier under the Contract.

- Monitor the quality of the service provision to ensure customer satisfaction in accordance with the key performance indicators outlined in the Contract, unless otherwise approved by the CQC Contract Manager
- Provide a report on progress to the CQC Contract Manager on an agreed regular basis.
- Attend meetings on site to review progress and discuss the service, as required by the CQC Contract Manager.
- Performance will be measured by Coachee's achieving their identified outputs

Failure to effectively manage the contract may result in poor performance and non-compliance. The contract management arrangements will include specific activities for example:

- Attending contract management meetings;
- Means of measuring performance;
- Cost analysis;
- Communication routes;
- Key personnel;
- Exit strategy.

Following completion of the contract, the Supplier 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 a number of key performance indicators (KPI's) that will be required as part of this programme of delivery, these are:

Indicator	Measured by	Reference Point or Target	Review Date
Detail level of deliverable is agreed	Review meeting between CQC and	Start and mid-point of the agreed delivery	From Mid Jan

and in line with expectations	Supplier	timeframe	
Achievement of agreed outputs of coaching programme	Coachee and CQC Contract Manager	Review at mid-point and end of contract	Throughout the coaching programme
Agreed timetable for session delivery at the outset	Coachee	Prior to commencement	End of January
Session delivered in line with set timetable and format	Coachee and CQC Contract Manager	End of coaching programme	End of programme
Accurate and regular progress updates	CQC Contract Manager	Monthly progress summary reports provided	Throughout the coaching programme

The key performance indicators for this Contract shall be further developed by the successful supplier and CQC during the 'start-up' phase of the program.

#### 11 Milestones

There are some key milestones that will need to be agreed as part of this contract and these are:

Description	Target Date	Action to Achieve Milestone	Review Date
<b>Agree suitable coach and completion of chemistry matching if required</b>	4 weeks after contract commencement date	Coachee's provided with CVs and advised of timescales for selection	End of December 2017
<b>Produce and agree a delivery plan including itemised course session plans</b>	No later than two (2) weeks after agreeing suitable coaches	Ensure plan is delivered and agreed between Supplier and CQC	Mid-January 2018

<b>Outputs of coaching sessions finalised</b>	January 2018	Coach and Coachee agree objectives of sessions	End of January 2018
<b>Timetable and methods of delivery agreed</b>	January 2018	Coach and Coachee agree timetable, session locations and delivery method	End of January 2018
<b>Commencement of coaching delivery</b>	January 2018	Delivery commences on agreed dates (or prior if mutually agreeable)	From the end of January 2018
<b>Completion of coaching including review to determine if there is a requirement for extension.</b>	Following the completion of session 3- anticipated to be May/ June 2018	Contract managers review progress with both Coachee and provider to determine if an extension of service is required up to a maximum of 6 sessions	End of June 2018
<b>Conclusion of delivery</b>	October 2018	Contract managers review progress with both Coachee and provider	Regularly reviewed throughout length of contract.
<b>Post-Delivery Review*</b>	Within 2 weeks of completion date	Date of post-delivery review meeting to be agreed as part of delivery plan	tbc

***\*subject to date of contract finalisation)***

## **12 Skills and Knowledge Transfer**

Individuals have outlined how they will transfer development back into the organisation. The coaching provider will work directly with the Coachee to ensure that they achieve their individual development requirements. The individuals will work directly with their line managers to implement their learning within the organisation. This will help build organisational capabilities.

## RESPONSE TO TECHNICAL EVALUATION REQUIREMENT STATEMENTS

Tenderers must provide responses to the Technical Evaluation Requirement Statements below, to describe how they will meet the requirements of the contract. Questions should be answered in full and should not refer to other documents or appendices (unless otherwise instructed).

Tenderers are referred to the Statement of Requirements (the "Specification") when forming responses, and reminded that the Technical Evaluation will account for 60% of their total tender score.

Requirement Statements	Question Weighting
<p><b>Overview</b></p> <p>Tenderers must provide a concise summary highlighting the key aspects of the proposal.</p> <p><b>Please note:</b> Tenderers must not submit marketing material or any other documents (other than any supporting documents requested by CQC as part of their tender submission)</p> <p><b>Note:</b> Your response should be no more than 400 words</p> <p><b>Response:</b></p> <p>At CQC you have completed an effective talent review, identifying a cohort of 12 executives who will benefit from skills development to support progress into senior roles in a challenging regulatory environment. This has paved the way for support from expert providers in the form of one-to-one coaching over an 18 month period.</p> <p>Your programme is thorough and well-structured giving confidence of a highly successful intervention to build CQC capacity for succession planning.</p> <p>Throughout all sectors, coaching is seen as an extremely effective way of targeting support to individual executives and we firmly believe you have chosen the right path to achieving your desired outcomes.</p> <p>At ASK, we have 25 years experience in delivering coaching at senior and executive levels to both public and private sectors. [REDACTED]</p> <p>[REDACTED] making us ideally placed to support your programme with coaches, systems and processes of the very highest calibre.</p> <p>Working with ASK on such programmes is simple and effective for our clients. You will receive the desired results with minimal involvement from your team through both programmed and call off style services.</p> <p>Our reporting is timely, comprehensive and designed to provide the information you need for your recently introduced talent management process.</p>	<p>This response is not evaluated and should be used to contextualise the Tenderer's response.</p>

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Requirement Statements	Question Weighting
<p>In building our reputation, we have expected the highest standards from our coaches and any we put forward to CQC will have selected skills, experience and character traits matched to the needs of your coachees. Your statement of requirements for the 12 coachees has been very helpful in guiding our allocation.</p> <p>On appointment, we commit time to 'on boarding' each coach to ensure our client's required outcomes are clearly understood. This will be a key part of our engagement with you and may involve complimentary 'chemistry' meetings with executives, if required.</p> <p>As coaches work one-to-one with coachees, it is essential they understand CQC's business, talent strategies and the needs of individuals in the programme. This way, every intervention makes positive progress - executive time is optimised and the benefits of your investment are maximised.</p> <p>ASK has depth of resource both in terms of skills and national coverage, making us the ideal partner of CQC to deliver high quality capability in the areas you have identified.</p> <p>Finally, we specialise in the use of psychometrics and can mobilise a variety of evaluation tools to support coachees in understanding their personal and leadership styles.</p>	

**Method Statements**

Please answer the questions below as fully as possible, taking note of the marks available.

**You must score a 2 or above in all of the below evaluation criteria to be considered for this contract.**

Question 1: Design and Delivery	Question Weighting
<p>Please describe (with specific reference to the Coachee requirements and the outcomes expected) how you intend to deliver the coaching services required</p> <p>Your response should include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• your proposed method of delivery for each Coachee requirement</li> <li>• how you will manage any associated delivery risks;</li> <li>• how you will monitor, measure and assure quality outcomes;</li> <li>• provide a high-level delivery plan &amp; timeline of activity for the duration of the contract, which reflects the requirements of the contract, including any additional resources and support.</li> </ul>	<p>Weighting = 15%</p>

**Supporting Attachments Required:**

- Proposed Delivery Plan with associated timelines

**Response:**

Proposed method of delivery for each Coachee requirement

1. Identifying coaching themes

We have reviewed in detail the results of your talent review of Executive Grades and note a number of recurring themes appearing in the feedback you received. These include the need to build personal effectiveness, leading strategically as opposed to operationally, building strength and resilience, and looking to personal futures to identify progression paths and development needs.

We have tabulated our thoughts on the coaching content to help in shaping:

- the journey to be travelled during the coaching sessions; and,
- our allocation of coaches best placed to deliver the work

THEME OF NEED	DIRECTION OF COACHING
Stepping up to promotion/ Developing leadership skills	Exploring personal leadership style; getting the most from teams; communication styles; confidence building; building resilience in team and self
Challenge thinking outside their comfort zone	Moving to strategic thinking; confidence building; contributing to objectives
Leadership effectiveness across a diverse and complex range of projects	Managing time; strategic thinking; leading meetings and influencing; high level decision making
A first Director role	Strategic leadership; influencing; building resilience in teams and self; the visionary leader
Larger, more complex roles with a wider span of responsibility	Leading, motivating, empowering; confidence building; influencing; stepping back from 'doing'; building resilience in team and self; managing pressure; finding business solutions
Enhancing personal effectiveness	Creative thinking; personal development plan; psychometrics for evaluating behaviours
Developing skills for future progression	Self-perception; building effective relationships; handling stakeholder challenge; influencing
Senior development	Self-confidence, communications; decision-making; influencing
Transition back to work following periods of absence	Reintegration in the organisation; planning and embedding strategies; personal progression plan

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	<p>Our approach to coaching is needs-led. We will tailor our coaching interventions to suit your needs and desired outcomes, using techniques ranging from non-directive to directive. These may include GROW (Goal, Current Reality, Options (or Obstacles), Will (or Way Forward)), solution focused coaching and executive coaching.</p> <p>Using our experience and recommended methodologies, we will support individuals you have identified to develop their leadership skills in a safe and constructive environment.</p> <p>Our coaching is focused on specific ways of "learning" for individuals: the more they are involved in identifying problems, in working out and applying solutions for themselves, and in reviewing the results, the more complete and long-lasting their learning will be.</p> <p>ASK coaches use a wide variety of behavioural techniques and methods during their 1:1 interactions and provide a focus for the leader that other forms of organisational support cannot. It helps leaders develop in "real time" in the context of their current role and situation. It provides the objective input leaders need to tackle challenges thrown up by significant change – personal and organisational - without interfering with their day-to-day responsibilities.</p> <p>At this stage we are not proposing the use of group or team coaching but would welcome the opportunity of discussing with you how these techniques might be applied to common management themes, for example influencing skills, where peer-group working can be highly effective.</p> <p>The results of our work will be:</p> <ul style="list-style-type: none"><li>• improved understanding of individual strengths and styles of management</li><li>• increased confidence to lead and influence others</li><li>• improved ability to build and manage effective relationships</li><li>• greater readiness to take new challenges in progressing individual careers</li><li>• greater resilience in the workplace</li><li>• well directed teams</li><li>• a more effective CQC service</li></ul> <p>Although not part of this scope, at ASK we have proven techniques for actually measuring organisational effectiveness as a result of our interventions. We do this using bespoke 360 evaluation tools before and after our work, in line with Kirkpatrick Level 3 analysis. This enables us to provide a measurable change in organisational effectiveness after our programmes are complete. We would be delighted for the opportunity of discussing this with you on appointment.</p> <p><b>2. <u>Matching coaches to the right coach</u></b></p> <p>The relationship between coach and coachee is critical in achieving the required results and impact. Best results are achieved when coachees work with a coach</p>	
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## CQC LD 154

	<p>who doesn't just give support but who also gives challenge and real-time feedback.</p> <p>We support your proposal of chemistry sessions for each coach and participant to ensure the best possible match of character, temperament and working style.</p> <p>In all cases, you can be assured that all our coaches have been selected in accordance with the guidelines of the EMCC which stipulates a rigorous selection and development process to ensure each possesses high levels of industry expertise and coaching qualification.</p> <p>Structured sessions are vital to successful coaching, with coach and coachee encouraged to agree objectives at the chemistry meeting. After this meeting, they will share an agenda prior to each face to face session to ensure the efficient use of time and maximum impact. This will set the tone for each session, ensuring it is familiar and understood by both parties before the session begins.</p> <p>Our coach will capture actions and outcomes for review at future sessions.</p> <p><u>3. Rapid deployment of coaching resources</u></p> <p>Our delivery model and active participation in the sector, ensures that our coaches will be available for immediate deployment following the start of the contract. This will kick the programme off in the most efficient way possible, minimising delays and ensuring compliance with your project timelines.</p> <p>We will pre-align our pool of coaches to the requirements of the specification prior to the start of the contract. This will include a dedicated briefing explaining:</p> <ul style="list-style-type: none"><li>• specification requirements</li><li>• anticipated coachee volumes and allocations</li><li>• programme timeline</li><li>• project processes and administrative requirements</li><li>• project outcomes</li></ul> <p>As part of this briefing, we will confirm the coaches' commitment to the requirements of the project and the project timelines. This will confirm availability for booking as soon as the contract goes live.</p> <p>Coaches will administer arrangements with coachees via our dedicated online Coaching Portal, which will be made available to CQC participants immediately following matching. Coach availability will be presented in a calendar format, with coachees able to book slots in the coach's diary using an intuitive booking system.</p> <p>Our portal was designed to support our major coaching programmes with The [REDACTED]. This user-friendly system allows coachees to book sessions with their coach and reschedule appointments simply and easily. An email confirmation is sent to coach and coachee detailing the appointment and also links directly with the invoicing system meaning our invoices will always match the appointments made by coachees with no manual intervention – guaranteeing accuracy.</p>	
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## CQC LD 154

	<p><b>4. <u>A simple and confident mechanism for delivery</u></b></p> <p>Our processes are designed to minimise client management involvement. We will manage the entire process and ensure regular feedback and reporting is shared. Our processes make coaching packages highly efficient which helps to keep costs down. Also, by using a coaching provider rather than individual coaches, the administrative burden of multiple invoicing does not fall to CQC manage.</p> <p>Having delivered many large scale and numerous smaller coaching packages, CQC should feel confident in the implementation process. Once participant details have been shared, there should be little for CQC to manage as our systems and processes enable smooth delivery and regular management reports.</p> <p>The timescales CQC have indicated with the chemistry calls happening by the end of 2017 and the 6 coaching sessions completed by June 2018 are in line with typical coaching session frequency.</p> <p><b>Managing associated delivery risks</b></p> <p>Coaching is a low risk intervention. Experience shows that, while schedules may change, coaching typically flexes around such changes. The use of technology alongside face to face coaching also helps to reduce the risk of missing sessions.</p> <p>The main risks associated with coaching contracts are:</p> <ol style="list-style-type: none"><li>1. <i>Coachee does not engage with their coach.</i> If this happens, we will allow the coachee to select an alternative coach from the pool. If the coachee is just not engaged with the process then this will be escalated to the CQC project lead for resolution.</li><li>2. <i>Coach becomes unavailable for an extended period.</i> Where a chosen coach becomes unavailable, we will allow the CQC coachee to select another from the pool to continue their sessions.</li></ol> <p><b>Monitor, measure and assure quality outcomes</b></p> <ol style="list-style-type: none"><li>1. <u>Contract for measurable/demonstrable results</u> At the initial coaching session, we involve the coachee's line manager in a three-way conversation to discuss and agree the focus of the coaching (e.g. areas to strengthen and areas for development) and establish impact measures relating to personal and organisational performance. This establishes a 'contract' between parties involved, providing assurance that required outcomes will be delivered.</li><li>2. <u>Monitor progress and record results</u> Progress updates are captured by coaches at agreed points during the term of the coaching assignment via email or telephone. This is agreed as part of the contracting process and the usual protocols on confidentiality will apply. The data will be anonymised but reports will be produced that demonstrate where outcomes have been achieved. 360 and other tools will also be used at critical intervals to gather evidence of effectiveness and knowledge transfer.</li></ol>	
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We will deliver a number of reports during the timeline of the programme. We will deliver these reports on the dates agreed between the CQC and us at the start of the engagement. Development of these reports is dependent upon a number of factors outlined below:

Report:	Content:	Dependencies:
Monthly Updates	Cohort progress Initial Feedback Coach evaluation data	Coach evaluation data
Quarterly Update Report	Progress to date Summarised cohort data Coach evaluation data Emerging themes Recommendations for project change	Completion of Coachee evaluation questionnaires Coach evaluation data
Programme completion evaluation report	Summarised cohort data Participation statistics Detailed thematic narrative summarising issues Recommendations for future directions	Completion of Coachee evaluation questionnaires by entire cohort

In accordance with our BS EN ISO 9001:2008 QA processes, all evaluation data is constantly reviewed. Coaching sessions that generate an evaluation lower than 4 out of 5, or are the subject of a Customer Complaint, trigger a Review and Revision process.

**Delivery Plan**

- Please see appendix 1 for delivery plan and timeline

**Individual requirements table**

- Please see appendix 2 for individual coaching approach.

Question 2: Capability and Expertise	Question Weighting
<p><b>Please set out the experience of the individuals who you would make available to carry out the required services as outlined in the requirements.</b></p> <p>Your response should include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Confirmation of professional accreditations</li> <li>• Summary of the backgrounds of each coach you are proposing to deliver coaching services as part of this contract.</li> <li>• Identify which coachee each coach would be suitable to deliver coaching services for, providing rationale based on their previous experience and the listed requirements for each coachee.</li> </ul> <p>Please note: The same coach may be offered to multiple coaches, however tenders are reminded that the Successful Supplier must be able to provide minimum of 3 coaches per Coachee to select preferred coach prior to contract delivery.</p>	
<p><b>Response:</b></p> <p>At ASK, we have considerable experience in working in the care sector. We are aware, from first-hand experience of working with the sector, of the challenges and pressures that are faced by leaders there.</p> <p>To align our services with the sector, we are proud to have secured membership of the Care Learning Coalition, thereby ensuring our work is correctly focused on the needs of the sector.</p>  <p>ASK Europe is a member of the following associations either at corporate or personnel level as appropriate.</p> <ul style="list-style-type: none"> <li>• The Association of Learning Providers (ISA)</li> <li>• European Mentoring and Coaching Council (EMCC) - No. 00187</li> <li>• Association for Coaching (AC) – membership No. AEP0909OM</li> <li>• International Coaching Federation (ICF)</li> <li>• CIPD</li> <li>• British Psychological Society (BPS)</li> <li>• Association of Business Psychologists (ABP)</li> <li>• Division of Occupational Psychology (DOP)</li> </ul>	<p>Weighting = 40%</p>

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	<p>All coaches selected to support CQC are qualified and experienced in the sector. Coaching is a highly effective way of tailored change and while any of our business coaches will be able to complement CQC's needs on any of the 12 coaches, we have drawn out the likely topics for exploration for each of the needs below and matched what we feel are the most appropriate coaches to them. The coach will explore tools and strategies with the CQC Contract Manager to meet the needs analysis.</p> <p>The short biographies for all the coaches identified are included as appendix 3.</p> <p>The overall process will be managed by a project manager who will own the reporting and processes to ensure the successful delivery of any psychometrics, administration and reporting. The relationship owner will be [REDACTED] a highly experienced Principal Consultant who will maintain an overview of the quality of delivered coaching and will make recommendations as required to enhance the interventions given.</p> <p>[REDACTED]</p> <p>[REDACTED] has over 20 years' experience leading teams, coaching performance, designing and delivering talent management solutions. His technical expertise lies in his ability to identify and align talent management strategies to organisational capability requirements.</p> <p>[REDACTED] portfolio includes: designing, developing and delivering solutions in sales, product and brand development; organisational development; leadership and management; performance management; succession planning; emotional intelligence; board competency frameworks and organisational learning and development strategies.</p> <p>Experience</p> <p>[REDACTED] has worked in both the public and private sectors. In the public sector, he held practitioner and management roles for local and central government. In the private sector, he has worked on both sides of the fence [REDACTED] headed internal learning and development functions for both [REDACTED] and the [REDACTED]. He then switched to consulting, and has delivered to national and international clients within the retail, construction, manufacturing, finance, pharmaceutical, IT, insurance, education and telecommunication sectors.</p>	
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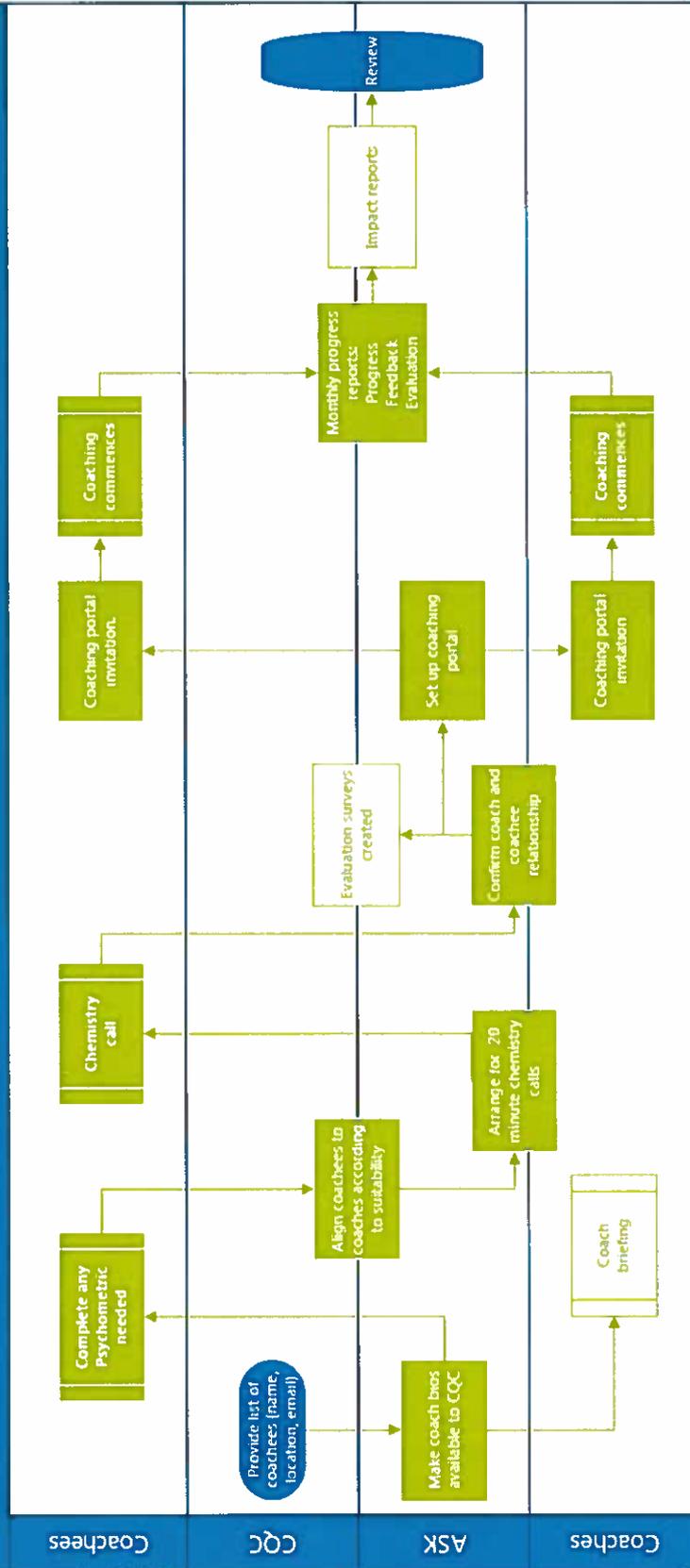
CQC LD 154

Question 3: Exit Strategy and Skills Transfer	Question Weighting
<p><b>Please describe the processes and deliverables of the exit phase of the coaching services and how the tenderer will effect handover to the client</b></p> <p>Your response should include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• how you will transfer knowledge back into the CQC in respect of the coaching training</li> </ul> <p><b>Response:</b></p> <p><b>Our Exit Strategy</b></p> <p><b>1. <u>Completion of the coaching programme</u></b></p> <p>The end of a coaching package is as important as the start. CQC will want to be reassured that the money spent has resulted in the required outcomes and while we are completely confident of the abilities of our coaches to deliver those outcomes, we are also able to provide the following deliverables as part of our proposal:</p> <ul style="list-style-type: none"> <li>• <b>Online survey after each session</b> – CQC will get visibility on the health of the coaching relationships and overall feedback on the coaching quality.</li> <li>• <b>Coach session 1 report</b> – The coach will, after session 1, report their initial assessment against the needs analysis. The coach will log any projects that the coachee will undertake in the work place as part of the coaching package which will be monitored through the sessions.</li> <li>• <b>Coach session 3 report</b> – Mid-point for some and end point for others. This report will be produced after session 3 and will provide a status update on the tools used and themes arising, and progress of the coachee in relation to the agreed outcomes.</li> <li>• <b>Coach session 6 report</b> – The end point report. The coach will use their professional judgment to assess the effectiveness of the coaching and will report general participant feedback to CQC and ourselves.</li> </ul> <p><b>2. <u>Reporting post programme</u></b></p> <p>CQC will benefit from an end of programme coaching report that draws together all the themes, successes and barriers encountered during the coaching process. We will not typically share individual outcomes with CQC due to coach/coachee confidentiality, however anonymised evidence of knowledge transfer will be provided in the end point report.</p> <p>We expect coach and coachee to build lasting relationships and they will still be available post session completion for informal phone or email advice. We hope that when the coaching is completed that the coaches will be called upon for future needs.</p> <p>Example report attached as appendix 4.</p>	<p><b>Weighting =</b> <b>5%</b></p>

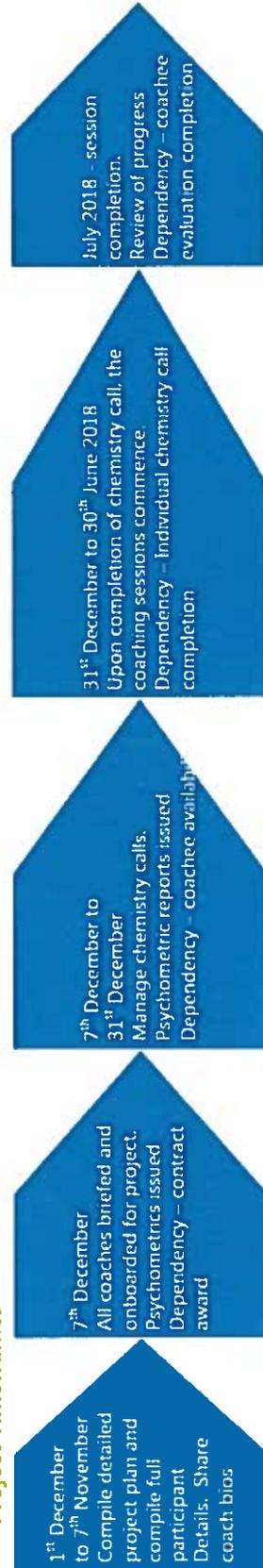
Question 3: Exit Strategy and Skills Transfer		Question Weighting							
<p><b>Timeframes for handover</b></p> <p>July 2018 – Coaches to complete and submit their reports to ASK</p> <p>August 2018 – ASK will review all reporting and compile a single handover document that details all the successes and where appropriate future opportunities for development.</p> <p>September 2018 – handover meeting with CQC to review the handover document and agree next steps.</p> <p><b>3. Skills transfer</b></p> <p>Most successful organisations embed a coaching culture across all their activities, fostering peer-to-peer learning and internal transfer of skills and experience. It also creates an environment of collaboration and a sense of common purpose.</p> <p>During our work we will take steps transfer coaching skills to CQC colleagues we work with, supporting them in taking coaching roles with colleagues after completion of our programme. This may be through direct skills development in coaches or through non-coachee colleagues shadowing our programme.</p> <p>These skills will foster a culture of continuous improvement across the organisation, strengthening the confidence of leadership for the challenges ahead.</p> <p><b>4. Measuring the impact of our work - Kirkpatrick Assessment</b></p> <p>A key feature of the Coach Report Forms we use is the detailed understanding they provide of how well our programmes have been received by attendees and signposting future development needs. We use these as the basis for a direct measure of organisational change as a result of our work, using recognised Kirkpatrick levels as shown in the table.</p> <table border="1" data-bbox="236 1384 1098 1615"> <tr> <td rowspan="3" style="writing-mode: vertical-rl; transform: rotate(180deg);">KIRKPATRICK ASSESSMENT LEVEL</td> <td>1</td> <td>Satisfaction – how did participants react to the training?</td> </tr> <tr> <td>2</td> <td>Learning – how much has knowledge increased?</td> </tr> <tr> <td>3</td> <td>Effectiveness - based on our ProMES methodology which aims to measure how much transfer of knowledge, skills and attitudes has occurred– i.e. how has behaviour in the workplace changed as a consequence of training – using 360 feedback from your own bespoke tool</td> </tr> </table>		KIRKPATRICK ASSESSMENT LEVEL	1	Satisfaction – how did participants react to the training?	2	Learning – how much has knowledge increased?	3	Effectiveness - based on our ProMES methodology which aims to measure how much transfer of knowledge, skills and attitudes has occurred– i.e. how has behaviour in the workplace changed as a consequence of training – using 360 feedback from your own bespoke tool	
KIRKPATRICK ASSESSMENT LEVEL	1		Satisfaction – how did participants react to the training?						
	2		Learning – how much has knowledge increased?						
	3	Effectiveness - based on our ProMES methodology which aims to measure how much transfer of knowledge, skills and attitudes has occurred– i.e. how has behaviour in the workplace changed as a consequence of training – using 360 feedback from your own bespoke tool							
<p>On completion of our coaching programme, this assessment will demonstrate clearly how our work has:</p> <ul style="list-style-type: none"> <li>• been well received by coaches</li> <li>• transferred knowledge and skills to the organisation</li> <li>• made a measurable impact on the effectiveness of the organisation through changes to behaviours driven by the newly acquired skills</li> </ul>									

# CQC Coaching Delivery Plan Overview

## APPENDIX I



### Project Timeframes

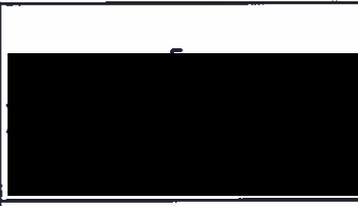


APPENDIX 2

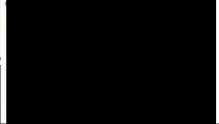
Location	Qualification	Relevant Sector Coaching Experience	Specialism
London			
London			
Leeds			
London			
London			
London			
Leeds / Doncaster			
Leeds			
Taunton			
Winchester			
Warwickshire			
London			
London			

Appendix 2 - Care Quality Commission – Executive Coaching

Coachee	Requirement	Recommended Approach	Potential Coach
<p><b>Coachee 1</b> Interim Head of Planning Policy and Assurance</p>	<p>The coaching requirement of this individual is to support the development of their leadership skills following a recent interim promotion focusing on:</p> <ul style="list-style-type: none"> <li>• Exploration and challenge of current leadership style and behaviours to develop a greater awareness of approach and increase effectiveness following promotion</li> <li>• Development of leadership skills and strategies to get the most of my team to deliver excellence</li> </ul>	<ul style="list-style-type: none"> <li>• 360 feedback on current leadership style (data gathering on impact of current style to identify challenges)</li> <li>• Exploration of what drives individual's approach to leadership: personal identity, beliefs, values</li> <li>• Clarification of what good leadership looks like</li> <li>• Action planning to specific situations</li> <li>• Development of ability to reflect – to develop self-awareness skills</li> <li>• Review of team capability and skill-set, development of skills in development planning, feedback and coaching of team.</li> </ul>	
<p><b>Coachee 2</b> Head of Media</p>	<p>The coaching requirement of this individual is to challenge thinking and push them outside their comfort zone to support future progression focusing on:</p> <ul style="list-style-type: none"> <li>• Challenging thinking to move away from a tactical delivery role to one that is more strategic in nature</li> <li>• Building confidence to operate as part of a senior management team</li> <li>• Development of strategic leadership skills to contribute more effectively to the delivery of key objectives</li> </ul>	<ul style="list-style-type: none"> <li>• Review of 'what is tactical / what is strategic thinking'</li> <li>• Strategic thinking self-assessment</li> <li>• How to develop strategic thinking skills</li> <li>• Action plan to develop strategic thinking skills</li> <li>• Review and evaluate plan</li> <li>• Exploration of confidence</li> <li>• Identification of ways in which confidence can be built</li> <li>• Potential: review of any self-limiting beliefs</li> <li>• Clarification of skills involved in strategic leadership (visioning, developing oversight, building relationships etc) – and identification of opportunities to develop</li> </ul>	
<p><b>Coachee 3</b> Head of Adult Social Care Policy</p>	<p>The coaching requirement of this individual is to support leadership effectiveness across a diverse and complex range of projects following a</p>	<ul style="list-style-type: none"> <li>• Review of prioritisation and time management skills and strategies</li> </ul>	

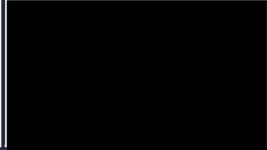
	<p><b>recent promotion focusing on:</b></p> <ul style="list-style-type: none"> <li>• Exploring ways to use time effectively to enable a focus on planning and strategic thinking and developing personal strategies to conceptualise issues</li> <li>• Development of skills to lead effective meetings to ensure they are efficient and progress towards clear goals</li> <li>• Development of decision making skills when dealing with a range of complex work</li> </ul>	<ul style="list-style-type: none"> <li>• Exploration of current personal strategies utilised at work – review of effectiveness - and building more impactful habits</li> <li>• Hints and Tips to manage meetings more successfully and action plan to address</li> <li>• Base-lining decision-making capacity and identification of strategies to develop ability to handle complex (and ambiguous) information – action plan to demonstrate progress</li> <li>• Possibly, how to manage a diverse and complex portfolio using the skills and talents of others (delegation, coaching, feedback)</li> </ul>	
<p><b>Coachee 4</b> Director of Digital</p>	<p>The coaching requirement of this individual is to support them in stepping up to their first Director role focusing on:</p> <ul style="list-style-type: none"> <li>• Developing as a strategic leader - Leading a team through significant change, whilst retaining and developing talent and going through forming and reshaping the right size of team</li> <li>• Influencing others - from an internal/external and team perspective. The role is high profile and externally visible, with a strategic aim around working with others to deliver a shared view of quality</li> <li>• Personal and team resilience: with the pace and scale of change occurring within Digital greater personal resilience and building of team resilience is needed.</li> <li>• Lead the organisation through digital transfer will require me to become a</li> </ul>	<ul style="list-style-type: none"> <li>• Transition coaching – letting go of the old and creating space for the new</li> <li>• Possibly, first 100 days transition – values shift</li> <li>• How to lead self and other's through change, dealing with resistance and being personally resilient</li> <li>• Input on organisational design capability?</li> <li>• Clarity on 'what is influence' and development of personal influencing style</li> <li>• Dealing with conflict and working in partnership with others – how to align and appeal to a sense of shared values to achieve a unified common vision</li> <li>• Conducting a team audit of resilience and building team practices which enable and sustain during a time of change</li> <li>• Exploration of being a 'visionary leader,' creating the conditions of success and network of relationship for this to be achieved</li> <li>• Developing confidence around own visioning skills, the ability to communicate to diverse audiences with impact (e.g.: story-telling, use of metaphor etc).</li> </ul>	

	<p>visionary leader with a balanced focus on achieving and communicating the large-scale requirements of change.</p>		
<p><b>Coachee 5</b> Interim Head of Provider Analytics</p>	<p>The coaching requirement of this individual is to support the development of their leadership skills following an interim promotion focusing on:</p> <ul style="list-style-type: none"> <li>• Developing as a leader (particularly communication style and leading during change/uncertainty): coaching would support further development of leadership style with a focus on leading a larger function of staff (i.e. moving from leading a team of 12 to leading one of 85 people) where direct communication with all individuals is more challenging.</li> <li>• Development of confidence and skills to influence others outside of direct control (particularly external stakeholders), interim role is in a more high profile and externally visible and has strategic aim around working with others to deliver a shared view of quality.</li> <li>• Development of personal and team resilience to effectively deal with the pace and scale of change occurring at CQC</li> </ul>	<ul style="list-style-type: none"> <li>• Clarity on what good leadership looks like</li> <li>• Possibly, a 360 feedback on current style</li> <li>• Exploration of how to lead others during change/uncertainty</li> <li>• Review of roles and boundaries in the context of leading a larger team</li> <li>• Assessment of current communication style, channels available and potential associated challenges/opportunities</li> <li>• Review of influencing skills capability and stakeholder analysis – with a plan to address</li> <li>• Development of personal brand and discussion on how to lead when working in a visible role</li> <li>• Understanding of personal resilience and strategies on how to develop further</li> <li>• Building capability to develop team resilience and (their) self-management skills</li> <li>• Possibly, fostering a sense of team spirit via harnessing the skills of others (direct reports) and delegating.</li> </ul>	
<p><b>Coachee 6</b> Head of Business Change and</p>	<p>The coaching requirement of this individual is to support them in adjusting effectively to a larger more complex role with a wider span of responsibility</p>	<ul style="list-style-type: none"> <li>• Baselineing of current ability and creation of a plan to address key areas identified</li> </ul>	

<p><b>Improvement</b></p>	<p><b>focusing on:</b></p> <ul style="list-style-type: none"> <li>• Develop ability to lead, motivate, empower and support a sizable, multidisciplinary team.</li> <li>• Develop self-confidence to be able to interact effectively with, and influence both peers and upwards.</li> <li>• Develop ability to find the right balance between 'doing' and 'directing' from a leadership position.</li> <li>• Develop ability to be resilient in the face of adversity, manage pressure effectively and reflective on what can be done differently to evolve as a Leader.</li> <li>• Improve ability to identify solutions to specific work-related issues with a greater span of responsibility</li> </ul>	<ul style="list-style-type: none"> <li>• Exploration of self-confidence and opportunities to develop in relation to influencing -- a particular focus on peers and upwards</li> <li>• Delegation skills -- who, how, what, when and why -- including examining personal values around delivering</li> <li>• Development of personal resilience strategies</li> <li>• Creating the capacity to be able to -- and value - critically review and become more self-aware</li> <li>• Creating and clarifying a personal a pathway of leadership</li> <li>• Solution-focussed coaching on practical real and relevant leadership challenges.</li> </ul>	
<p><b>Coachee 7 Deputy Chief Inspector</b></p>	<p><b>The coaching requirement of this individual is to enhance personal effectiveness and challenging thinking in the following areas:</b></p> <ul style="list-style-type: none"> <li>• Development of influencing without authority in the context of external stakeholders and providers</li> <li>• Development of skills around having difficult conversations with providers to achieve an outcome that secures buying</li> <li>• Increasing confidence in controlling the agendas of meetings</li> <li>• Development of resilience through being able to recognise when to deploy coping mechanisms</li> </ul>	<ul style="list-style-type: none"> <li>• Exploration of preferred influencing styles and capacity to build greater capability</li> <li>• Review of power bases in specific relationships and contexts; review of self-confidence in relation to these</li> <li>• Introduce difficult conversations model and skills of centering, facing and blending with others to achieve an outcome</li> <li>• Upskill in meeting management skills</li> <li>• Development of personal resilience strategy -- and deployment in context</li> </ul>	

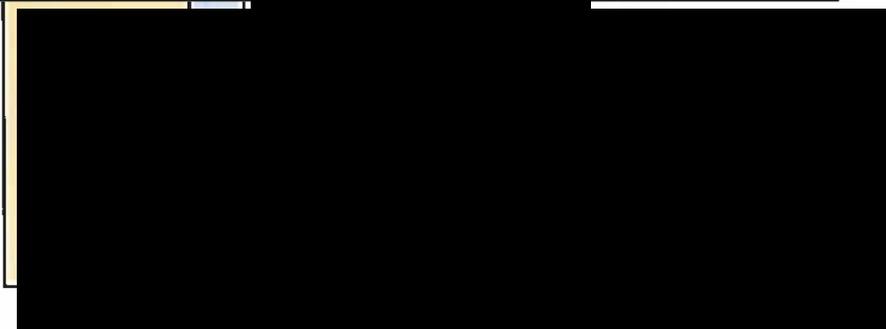
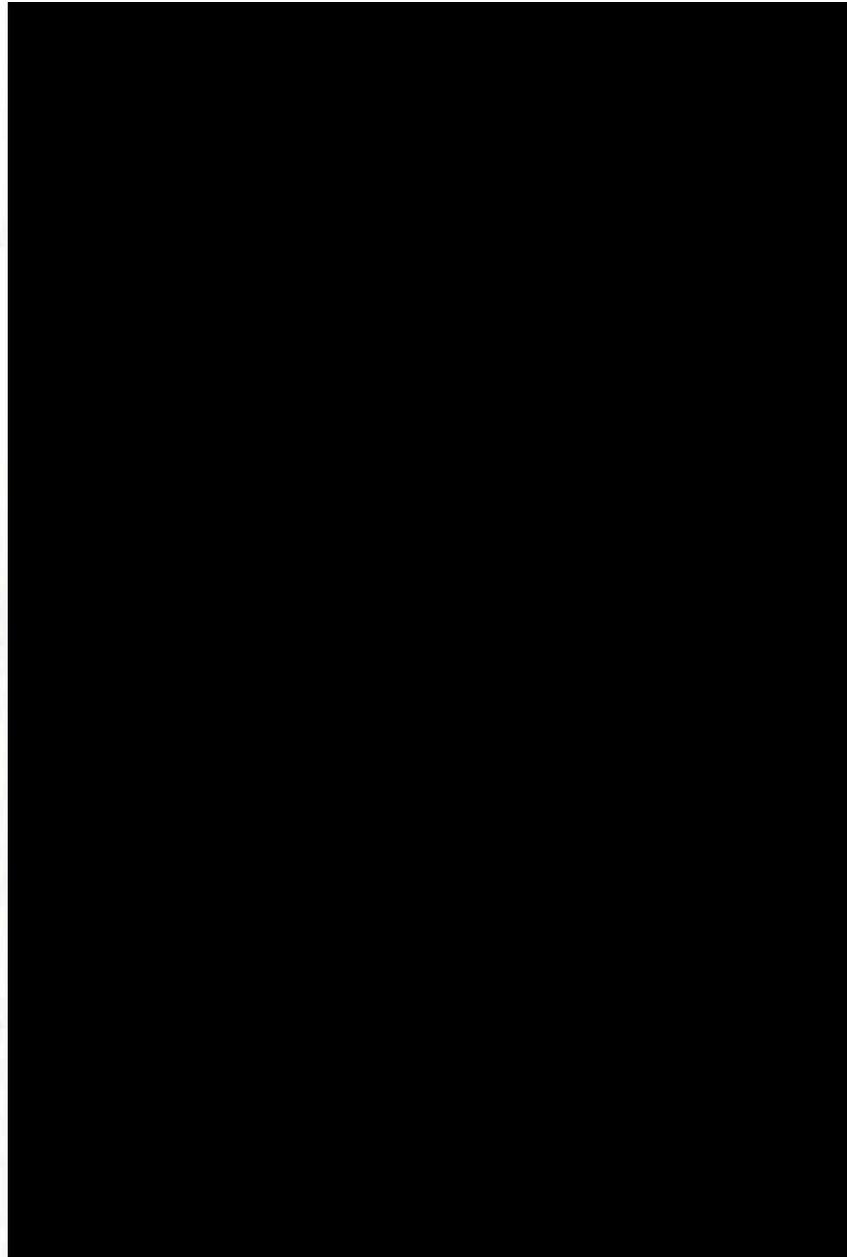
<p><b>Coachee 8</b> Head of Inspection</p>	<p><b>The coaching requirement of this individual is to challenge thinking and push them outside their comfort zone to support future progression focusing on:</b></p> <ul style="list-style-type: none"> <li>• Challenge thought patterns and ways of thinking to approach situations and work more creatively.</li> <li>• Enhancing self-confidence to help prepare for the next step in their career at a more senior strategic level</li> <li>• Challenge thinking to identify longer term aspirations and development requirements to achieve this.</li> <li>• To support this the individual has requested a psychometric test to be included as part of the coaching requirement</li> </ul>	<ul style="list-style-type: none"> <li>• Review of typical responses to situations, what patterns emerge and where do these come from?</li> <li>• Introduce behavioural change model – focus on how to change patterns of thinking</li> <li>• Possibly, creating thinking skills development – what processes and tools can be utilised</li> <li>• Career planning and ownership/self-management skills</li> <li>• Identification of 'career north star' and plan to work towards achievement of this</li> <li>• Psychometric test: need to identify purpose and required outcomes. Possibilities include: MBTI, FIRO-B, EQI.</li> </ul>	
<p><b>Coachee 9</b> Head of Inspection</p>	<p><b>The coaching requirement of this individual is to support development within their current role with the long term aim of developing skills to support future progression, focusing on:</b></p> <ul style="list-style-type: none"> <li>• Explore how they may appear to others in different situations and identifying mechanisms to adapt approaches to meet expectations</li> <li>• External relationship management</li> <li>• Requires coaching on how to deal with difficult stakeholder behaviours</li> <li>• Explore ways to build relationships and manage them effectively going forward.</li> <li>• Development abilities to influence without authority with a focus on</li> </ul>	<ul style="list-style-type: none"> <li>• 360 feedback to ascertain how they appear to others</li> <li>• Discussion around authenticity and personal brand / how to build reputation</li> <li>• Critical stakeholder review (external relationships and stakeholder behaviour) and how to manage key individuals – action plan (possibly also: levels of engagement review)</li> <li>• Personal development around preferred style of relationship management, development of self-awareness and social awareness capability through reflecting on past and current experiences</li> <li>• Review of power bases and how they apply in influencing situations – identification of strategies this individual can use</li> </ul>	

	influencing the perceptions of providers.		
<b>Coachee 10</b> Deputy Chief Inspector	<p>The coaching requirement of this individual is to work with a strong and experienced coach who will push and challenge their thinking to:</p> <ul style="list-style-type: none"> <li>• Take time to reflect and consider how to carry out their role more effectively</li> <li>• Consider current role in the context of wider career plan</li> <li>• Explore outputs from previous development discussions undertaken with peers and an independent adviser to support future career progression that adhere to the individual's core values</li> <li>• Examine what is the reality for future career progression, whether it is in roles at a national level or returning to the front line</li> <li>• Review undertaking of role following a period of leave to reflect on future direction and to ensure their priorities are balanced in a meaningful way.</li> </ul>	<ul style="list-style-type: none"> <li>• Work to value the importance of reflection and development of strategies to build reflection capacity</li> <li>• Review of current career plan and consideration of implications / where next?</li> <li>• Identification of core values and how this plays out for this individual in a work context</li> <li>• Review of career options available and options which can be self-generated - plus how to evaluate these in context</li> <li>• Creating a shared understanding of what balance looks like for this individual and how this relates to what time is spent on (and what is achieved)</li> <li>• Overall, a coaching partnership that will have enough depth to enable exploration of career identity issues.</li> </ul>	
<b>Coachee 11</b> Interim Head of Provider Engagement	<p>The coaching requirement of this individual is to support the development of their self-confidence and decision making following an interim promotion focusing on:</p> <ul style="list-style-type: none"> <li>• Exploring ways to build and maintain confidence in abilities to make decision and communicate effectively at a senior level.</li> </ul>	<ul style="list-style-type: none"> <li>• Review of self-confidence, what is it and where does it stem from?</li> <li>• Exploration of what helps/what hinders decision-making?</li> <li>• Support with preparing for specific presentations – so that a self-generating approach can be built</li> <li>• Practice on delivering presentations to an audience – possibly with live action feedback</li> </ul>	

	<ul style="list-style-type: none"> <li>• Presenting to colleagues and peers with confidence</li> <li>• Develop skills to influence others more effectively, maintain resilience and confidence and become a more powerful advocate for the team.</li> </ul>	<ul style="list-style-type: none"> <li>• Work around how to influence others using a balance of push/pull</li> <li>• Development of key personal resilience strategies</li> <li>• Review of and building the understanding of the team leaders' role in creating an engaged workforce</li> </ul>	
<p><b>Coachee 12</b>  Head of Provider Analytics</p>	<p>The coaching requirement of this individual is to support development as a senior leader and to support transition back to work following a period of maternity leave, focusing on:</p> <ul style="list-style-type: none"> <li>• Review undertaking of role following a period of leave, supporting a smooth transition back into the workplace.</li> <li>• Explore ways to improve planning, delivery and leadership of change within the function, with a particular focus on embedding the new organisational strategies</li> <li>• Identification of areas of improvement and stretch to help develop a personal plan to support future progression within the organisation.</li> </ul>	<ul style="list-style-type: none"> <li>• Review of challenges and opportunities created by return to work – how best to make the most of these</li> <li>• Sharing and building individual's capacity to lead through change – introducing personal and organisational change models as appropriate</li> <li>• Focus on key deliverables and an implementation plan for these</li> <li>• Review of career goals, influencers and limiters, with a view towards 'what next?' – and 'how'? Possibly identifying key enablers (people) and building personal network.</li> </ul>	

## Appendix 1 to Schedule 1: Mobilisation

Preferred coach selections including complimentary chemistry meeting where applicable



# Schedule 2: Pricing

## Tender for Provision of Executive Coaching Services

### PRICE SCHEDULE

Tenderers for the above contract should complete the pricing table below, indicating what they would charge in full for each required element. Prices must:

- Include all other charges and overheads associated with the element being priced;
- All prices shall be fixed and firm for the duration of the contract;
- Include all other charges and overheads associated with the element being priced including travel and subsistence costs;
- All costs must be inclusive of VAT;
- All costs must be stated in Pounds Sterling.

Pricing table:

Job Title	Requirement for Coaching	Cost per Coaching Session £ (inc VAT)	Total Number of Coaching Sessions	Total Cost* £ (inc VAT)
Coachee 1 Interim Head of Planning Policy and Assurance	Cost to provide coaching for an Interim Head of Planning Policy and Assurance based in London for 3 coaching sessions including all travel expenses		3	
Coachee 1 Interim Head of Planning Policy and Assurance (Optional Call Off)	Cost to provide coaching for an Interim Head of Planning Policy and Assurance based in London for up to 3 additional coaching sessions including all travel expenses		3	
Coachee 2 Head of Media	Cost to provide coaching for a Head of Media based in Twickenham, London for 6 coaching sessions including all travel expenses		6	
Coachee 3 Head of Adult Social Care Policy	Cost to provide coaching for a Head of Adult Social Care Policy based in Leeds for 6 coaching sessions including all travel expenses		6	
Coachee 4 Director of Digital	Cost to provide coaching for a Director of Digital based in London for 6 coaching sessions including all travel expenses		6	

Coachee 5 Interim Head of Provider Analytics	Cost to provide coaching for an Interim Head of Provider Analytics based in Leeds for 6 coaching sessions including all travel expenses		6	
Coachee 6 Head of Business Change and Improvement	Cost to provide coaching for a Head of Business Change and Improvement based in Leeds and Doncaster for 3 coaching sessions including all travel expenses		3	
Coachee 6 Head of Business Change and Improvement (Optional Call Off)	Cost to provide coaching for a Head of Business Change and Improvement based in Leeds and Doncaster for up to 3 additional coaching sessions including all travel expenses		3	
Coachee 7 Deputy Chief Inspector	Cost to provide coaching for a Deputy Chief Inspector based in Bidford upon Avon Warwickshire for 6 coaching sessions including all travel expenses		6	
Coachee 8 Head of Inspection	Cost to provide coaching for a Head of Inspection based in Taunton for 6 coaching sessions including all travel expenses		6	
Coachee 9 Head of Inspection	Cost to provide coaching for a Head of Inspection based in Winchester, Hampshire for 6 coaching sessions including all travel expenses		6	
Coachee 10 Deputy Chief Inspector	Cost to provide coaching for a Deputy Chief Inspector based in Bidford upon Avon Warwickshire for 6 coaching sessions including all travel expenses		6	
Coachee 11 Interim Head of Provider Engagement	Cost to provide coaching for an Interim Head of Provider Engagement based in London for 3 coaching sessions including all travel expenses		3	
Coachee 11 Interim Head of Provider Engagement	Cost to provide coaching for an Interim Head of Provider Engagement based in London for up to 3 additional coaching sessions including all travel expenses		3	
Coachee 12 Head of Provider Analytics	Cost to provide coaching for a Head of Provider Analytics based in London for 6 coaching sessions including all travel expenses		6	
Any other Costs – please include here: Principal Consultant Reporting and Project Time Psychometrics (as suggested in the proposal)				

<b>TOTAL</b>	<b>£35,244</b>
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# Schedule 3: Change Control Note

To be used for contract variation:-

<b>CONTRACT CHANGE NOTE:</b>	
<b>Title of Change:</b>	
<b>Effective Date:</b>	
<b>Date of expiry of validity of CCN:</b>	
<b>Reasons for Change:</b>	
<b>Impact of Change:</b> <b>(Including payment profile, Terms of Contract, Operational impact)</b>	
<b>Overall Timetable:</b>	
<b>Charges:</b>	



