

Dated: 2nd April 2020

CARE QUALITY COMMISSION

And

CHOICE SUPPORT

CONTRACT
for the Provision of
Experts by Experience Services

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Between

Care Quality Commission of 151 Buckingham Palace Road, London SW1W 9SZ
(**Authority**); and

Choice Support (Company number 8971493) whose registered office is at One
Hermitage Court, Hermitage Lane, Maidstone, Kent, ME16 9NT
(**Contractor**).

Recitals

- (A) The Authority is the independent regulator of health and adult social care in England. The Authority monitors, inspects and regulates services to make sure they meet fundamental standards of quality and safety.
- (B) The Authority uses a specialised inspection model which makes use of the knowledge, skills and experience of Experts by Experience.
- (C) The Authority wishes for the Contractor to provide the Services including without limitation the attraction, recruitment, training, management and deployment of Experts by Experience as detailed in the Statement of Requirements. The Services to be provided by the Contractor are divided in two parts, namely;
 - C.1 - Inspection and Co-Production Services referred to as “Core -Services A”: and
 - C.2 - Support services to CQC monitor and Insight Functions referred to as “Additional Services B” which shall be order using the form of Statement of Work appended in Schedule 11.
- (D) The Contractor agrees to provide the Services and the Authority shall pay the Contract Price for a specified period on the terms and conditions set out in this Contract.

It is agreed

A General Provisions

A1 Definitions and interpretation

- A1.1 In this Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

Actual Costs the actual cost incurred by the Contractor in carrying out the Services including without limitation the costs of procuring its supply chain, its Staff, the cost of goods, materials, office overheads and administrative costs reasonably and properly incurred in the provision of the Services but excluding any element of margin and the Pass -Through Costs

Actual Variable Costs means the variable costs incurred at the rate per ExE inspection event set out in the Pricing Schedule based on the number of actual ExE inspection events occurring during the relevant Month

Anti-Slavery and Human Trafficking Laws means all applicable anti-slavery and human trafficking laws, statutes, regulations, policies and codes from time to time in force including but not limited to the Modern Slavery Act 2015

Anti-Slavery and Human Trafficking Provisions are terms and conditions on anti-slavery and human trafficking set out in Schedule 15

Approval means the written consent of the Authority

Apprentice(s) are aged 16 or over and combine working with studying to gain skills and knowledge in a specific job, and who undertakes to work for the Contractor under an Apprenticeship Agreement as defined and, in the form, prescribed by s32 of the Apprenticeships, Skills, Children and Learning Act 2009

Authority means the Care Quality Commission

Authority Data means

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Contractor by or on behalf of the Authority or
 - (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract or
- (b) any Personal Data for which the Authority is the Data Controller

Breach of Security means the occurrence of:

- (a) any unauthorised access to or use or corruption of IT systems relating to the Services (to the extent that it is under the control of the Contractor) and/or any IT, information or data (including the Confidential Information) used in connection with this Contract and/or
- (b) the loss and/or unauthorised disclosure of any information or data (including Confidential Information), including any copies of such information or data, in connection with this Contract

Business Continuity and Disaster Recovery Plan means Schedule 8 containing plans and provisions for business continuity and disaster recovery

Cancellations Policy means the cancellations policy contained in Annex 5 of Schedule 1 (Statement of Requirements)

Commencement Date means 1st April 2020

Commercially Sensitive Information means the information (i) listed in the Commercially Sensitive Information schedule; or (ii) notified to the Authority

in writing (prior to the commencement of this Contract) which has been clearly marked as Commercially Sensitive Information comprised of information:

- (a) which is provided by the Contractor to the Authority in confidence for the period set out in Schedule 5 or notification; and/or
- (b) that constitutes a trade secret.

Confidential Information means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:

- (i) was public knowledge at the time of disclosure (otherwise than by breach of clause E3 (Confidential Information))
- (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party
- (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure or
- (iv) is independently developed without access to the Confidential Information

Contract means this written agreement between the Authority and the Contractor consisting of these clauses and any attached Schedules but excluding the Tender Schedule which is included for information only, except such parts as are expressly referred to elsewhere within this Contract. In the case of any discrepancy among these documents these conditions shall prevail

Contracting Authority means any contracting authority as defined in the Public Contracts Regulations 2015

Contractor means the person, firm or company with whom the Authority enters into the Contract

Contract Period means the period from the Commencement Date to:

- (a) the date of expiry set out in clause A2 (Initial Contract Period) or
- (b) following an extension pursuant to clause F8 (Extension of Initial Contract Period), the date of expiry of the extended period

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract

Contract Price means for each Month of the Contract Period:

1/12th of the Fixed Costs and

the Actual Variable Costs incurred during the relevant Month

(inclusive of any applicable VAT) payable to the Contractor by the Authority under the Contract, as set out in the Pricing Schedule, for the full and proper performance by the Contractor of its obligations under the Contract

Contract Year means each yearly period commencing on the Commencement Date and subsequently on each anniversary of such date

Corrective Action Notice has the meaning given in clause F7.5

Corrective Action Notice Level means, in respect of any individual KPI or the Overall KPI Performance Score, the level set out in Column 7 of the KPI Schedule

Crown means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies and government agencies and **Crown Body** is an emanation of the foregoing

Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach and Data Protection Officer shall each have the same meaning given in the GDPR

Data Loss Event means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor/Processor under this Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

Data Protection Legislation means; (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to the processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy;

Data Protection Impact Assessment means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Data Subject Request means a request made by or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access his or her Personal Data

Default means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term or a default pursuant to clause F5.1 or clause F7.11) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other

Deliverable means any document, plan, report, review or any other materials to be provided by or on behalf of the Contractor pursuant to the Services

Directive means Council Directive 23/2001 (as such directive is amended, consolidated or replaced from time to time in the United Kingdom)

Disaster means an event defined as a disaster in the Business Continuity and Disaster Recovery Provision

DPA 2018 means the Data Protection Act 2018 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation

Employee Liability Information has the meaning given in Regulation 11 of TUPE

Enterprise Resource Planning System means the system referred to in Section 3.3.1 of Schedule 1 (Statement of Requirements)

Environmental Information Regulations means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations

Equality Legislation means the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof

Equipment means the Contractor's equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract

Event Type means scheduled inspection, responsive inspection, urgent inspection, thematic inspection and co-production and CQC staff training as defined in the Statement of Requirements

Exit Management Strategy means Schedule 7 containing details of the exit management strategy

Existing Supplier means any of the third-party suppliers appointed by the Authority who are engaged in the supply of services which are substantially similar to any of the Services immediately prior to the commencement of the Contract;

ExE means Experts by Experience;

Experts by Experience means individuals employed or engaged by the Contractor or its Sub-Contractors (of any tier) to carry out ExE inspection events as required in accordance with the Statement of Requirements

ExE Inspection Event means the sum of the activity carried out by one individual Expert by Experience performing an Event Type over a number of days which are described in the Statement of Requirements

Fees Regulations means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004

Financial Year means the period from 1 April of any given year to 31 March of the subsequent year

Fixed Costs means an amount equal to the fixed costs in respect of the relevant Contract Year as set out in the Pricing Schedule

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation

Force Majeure means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (a) any industrial action occurring within the Contractor's or any Sub-Contractor's organisation or
- (b) the failure by any Sub-Contractor to perform its obligations under any sub-contract

Fraud means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown (including the Authority)

"GDPR" means the General Data Protection Regulation (*Regulation (EU) 2016/679*)

Good Industry Practice means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances

Half Year means each six (6) Month period of a Contract Year and the term **Half Yearly** shall be construed accordingly

Information has the meaning given under Section 84 of the FOIA

Initial Contract Period means the period from the Commencement Date to the date of expiry set out in clause A2 (Initial Contract Period), or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract

Intellectual Property Rights means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise),

applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off

Inspection and Core Production Services functions shall have the meaning set out in the Statement of Requirements – Core Services -A

Issued Property means all Authority property issued in connection with the Contract

Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing

Key Personnel means those persons named in the Statement of Requirements and/or Tender as being key personnel

KPIs means the key performance indicators listed in the KPI Schedule and a **KPI** means shall mean any one of them

Law means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor/Processor is bound to comply

LED means Law Enforcement Directive (*Directive (EU) 2016/680*)

Loss means any losses, costs, charges, expenses, interest, fees (including legal fees), payments, demands, liabilities, claims, proceedings, actions, penalties, charges, fines, damages, destruction, adverse judgments, orders or other sanctions and the term **Losses** shall be construed accordingly

Mobilisation Period means a period of three (3) Months from the Commencement Date

Mobilisation Plan means the mobilisation plan contained in Schedule 12 of this Contract

KPI Schedule means those KPIs contained in Schedule 4

Month means calendar month

Monthly Contract Management Meeting means a meeting between representatives the Authority and the Contractor held in accordance with clause F7

Open Book Contract Management is a structured process for the sharing and management of charges & costs and operational & performance data between the Contractor and the Authority. It is the scrutiny of a Contractor's costs and margins through the reporting of, or accessing, accounting data. See Information Note 05/16.

<https://www.gov.uk/government/publications/procurement-policy-note-0516-open-book-contact-management>

Overall KPI Performance Score means the overall KPI score calculated in accordance with the methodology set out in the KPI Schedule

Party means a party to the Contract

Pass Through Costs means any travel and subsistence costs and/or expenses reasonably incurred by Experts by Experience in relation to an Exe inspection event

Performance Points means the performance points allocated to a KPI as set out in the KPI Schedule

Performance Target means the performance target in respect of each KPI or in respect of the Overall KPI Performance Score as set out in the KPI Schedule

Personal Data personal data (as defined in the Data Protection Legislation) which is Processed by the Contractor or any Sub-contractor on behalf of the Authority or a Central Government Body pursuant to or in connection with this Contract

Personal Injury includes sickness and death

Pre-Existing Intellectual Property Rights shall mean any Intellectual Property Rights vested in or licensed to the Authority or the Contractor prior to or independently of the performance by the Authority of the Contractor of their obligations under this Contract

Premises means the location(s) where the Services are to be supplied, as set out in the Statement of Requirements or otherwise instructed by the Authority

Pricing Schedule means Schedule 3 containing details of the Contract Price

Processing has the meaning given to it in the Data Protection Legislation but, for the purposes of the Contract, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly;

Processor Personnel means all directors, officers, employees, agents, consultants and contractors of the Processor and/or Sub-Processor engaged in the performance of its obligations under this Contract

Project Specific Intellectual Property Rights means:

- (a) Intellectual Property Rights in items created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract including, any Deliverables and updates and amendments of these items and/or
- (b) Intellectual Property Rights arising as a result of the performance of the Contractor's obligations under this Contract

Property means the property, other than real property, issued or made available to the Contractor by the Authority in connection with the Contract

Protective Measures means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in Schedule 6

Quality Standards means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, including without limitation those quality standards as further detailed in the Statement of Requirements Schedule 1

Quarter means each three (3) Month period of a Contract Year and the term **Quarterly** shall be construed accordingly

Receipt means the physical or electronic arrival of the invoice at the address of the Authority detailed at clause A5.3 or at any other address given by the Authority to the Contractor for the submission of invoices

Regulatory Bodies means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority and **Regulatory Body** shall be construed accordingly

Relevant Convictions means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority

Remedial Plan has the meaning given in F7.7

Replacement Contractor means any third party service provider appointed by the Authority to supply any services which are substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract

Request for Information shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term **request** shall apply)

Required Action Notice has the meaning given in F7.7

Required Action Notice Level means, in respect of any individual KPI or the Overall KPI Performance Score, the level set out in Column 6 of the KPI Schedule

Retention Amount means 3% of the invoiced amount (excluding Pass Through Costs and any payment of Retention Amounts from preceding months) in respect of the relevant Month

Schedule means a schedule attached to, and forming part of, the Contract

Security Plan means the plan provided by the Contractor in Schedule 6 containing details of the Contractor's security plan

Services means the services to be supplied as specified in the Statement of Requirements and Schedule 1, comprising of Core Services – A and Additional Services- B including any modified or alternative services

Service Transfer Date means the date on which any transfer of the Services (or any part thereof), for whatever reason, from the Contractor or any Sub-Contractor to the Authority or any Replacement Contractor takes effect

Shared Personal Data means the personal data (and the category personal data) identified in Schedule 14A (Joint Controller Agreement)

Statement of Requirements means the description of the Services to be supplied under the Contract as set out in the Statement of Requirements Schedule 1 (Services A, Services B and any modified or alternative services) including, where appropriate, the Key Personnel, the Premises and the Quality Standards

Statement of Requirements Schedule means Schedule 1 containing details of the Statement of Requirements comprising of Core Services – A and Additional Services – B and any modified or alternative services

Statement of Work means the form to be completed by the Authority to order Services B - Additional Services

Staff means all persons employed or engaged by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract

Staff Vetting Procedure means the Authority's procedures for the vetting of personnel and as advised to the Contractor by the Authority

Sub-Contract means any contract between the Contractor and a third party pursuant to which the Contractor agrees to source the provision of any of the Services from that third party

Sub-Contractor means any person, firm or company that enters into a Sub-Contract to the Contractor (of any tier) to perform work or provide professional services and/or supply goods and includes any other person or persons taken as a partner or director by such person, firm or company

during the currency of the Contract and the surviving member or members of any such firm or company

Sub-processor means any third Party appointed to process Personal Data on behalf of the Processor related to this Contract

Supplier Relationship Management is a comprehensive approach to managing contracts and putting in place a process of capturing the post contract value from key suppliers for mutual benefit

Support to CQC Monitor and insight functions shall have the meaning set out in the Statement of Requirements – Additional Services -B

Supplier code of conduct means the HM Government Supplier Code of Conduct dated September 2017

Tender means the document(s) submitted by the Contractor to the Authority in response to the Authority's invitation to suppliers for formal offers to supply it with the Services, as per Schedule 2 containing details of the Contractor's tender response

Tender Information means the Employee Liability Information along with any information as is reasonably requested by the Authority relating to the Staff at the relevant time

Termination Notice means a written notice delivered by the Authority to the Contractor indicating that it intends to terminate this Contract wholly or in part in respect of either the Core Services -A and/or or the Additional Services -B or both as described in the Statement of Requirements in accordance with the terms and conditions of this Contract

Transferring Employee means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Contract Period

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) as amended from time to time or any other legislation enacted to give effect to the Directive into English law

Variation has the meaning given to it in clauses F3.1 and F3.1A (Variation)

VAT means value added tax in accordance with the provisions of the Value Added Tax Act 1994

Working Day means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London

A1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;

- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (e) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (f) the words **include**, **includes** and **including** are to be construed as if they were immediately followed by the words **without limitation**;
- (g) headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract; and
- (h) in the event of any inconsistency the order of precedence of documentation shall be as follows (in descending order of precedence):
 - (i) the main body of this Contract;
 - (ii) the Statement of Requirements Schedule including; Core Services – A and Additional Services – B;
 - (iii) any other Schedule to this Contract (excluding the Tender); and
 - (iv) the Tender.

A2 Initial Contract Period

The Contract shall take effect on the Commencement Date and shall expire automatically on the date which is three (3) years following the Commencement Date unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended for periods up to 24 months subject to Government approval and negotiations under clause F8 (Extension of Initial Contract Period).

A3 Contractor's Status

At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

A4 Authority's Obligations

Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Authority to the Contractor.

A5 Notices

A5.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

A5.2 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 A5.3. 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.

A5.3 For the purposes of clause A5.2, the address of each Party shall be:

(a) For the Authority:

151 Buckingham Palace Road
London
SW1W 9SZ

For the attention of: Chris Day, Director of Engagement
Tel: 07795 548 567
Email: Chris.Day@cqc.org.uk

For the attention of: Tim Spensley, Head of Commercial and Contracts (for commercial matters)
Tel: 07384 438 480
Email: Tim.Spensley@cqc.org.uk

(b) For the Contractor:

One Hermitage Court
Hermitage Lane
Maidstone
Kent
ME16 9NT

For the attention of: Kim Arnold, National Lead Experts by Experience
Tel: 07894 566 845
Email: Kim.arnold@choicesupport.org.uk

- A5.4 Either Party may change its address for service by serving a notice in accordance with this clause.

A6 Mistakes in Information

The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the supply of the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

A7 Conflicts of Interest

- A7.1 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 Authority, 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 Authority under the provisions of the Contract. The Contractor will disclose to the Authority full particulars of any such conflict of interest which may arise.
- A7.2 The Authority reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, 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 Authority under the provisions of the Contract. The actions of the Authority 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 Authority.

B Supply of Services

B1 The Services

- B1.1 The Contractor shall supply the Services during the Contract Period in accordance with the Authority's requirements as set out in the Statement of Requirements and the provisions of the Contract in consideration of the payment of the Contract Price. The Authority may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice.
- B1.2 If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services does not meet the requirements of the Contract or differ in any way from those requirements, and this is other than as a result of a Default by the Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.
- B1.3 During the Mobilisation Period the Contractor shall implement the Mobilisation Plan in order to meet the Authority's requirements as set out in the Statement of Requirements. KPI's shall apply during the Mobilisation

Period however no Retention Amount will be applied during the Mobilisation Period or other period as agreed by the Authority and the Contractor.

- B1.4 The Parties agree and commit to undertaking a cyclical review of the KPIs contained within Schedule 4 (KPIs). The Parties will jointly review the KPIs as part of the contract management process and refine where appropriate.
- B1.5 The Authority shall assist the Contractor to enable remote access to the National Resource Planning System (or any interim system in place from time to time) through the development of an interface with the systems of the Contractor.

B2 Provision and Removal of Equipment

- B2.1 The Contractor shall provide all the Equipment necessary for the supply of the Services.
- B2.2 Where the Services are supplied from the Premises:
 - (a) The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.
 - (b) All Equipment brought onto the Premises shall be at the Contractor's own risk and the Authority shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Authority's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.
 - (c) The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
 - (d) The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably practicable:
 - (i) remove from the Premises, any Equipment which in the reasonable opinion of the Authority is either hazardous, noxious or not in accordance with the Contract; and
 - (ii) replace such item with a suitable substitute item of Equipment
 - (e) On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

B3 Manner of Carrying Out the Services

- B3.1 The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- B3.2 The Contractor shall ensure that all Staff supplying the Services shall do so in good faith with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
- B3.3 The Contractor and Contractor Personnel shall at all times comply with the Supplier Code of Conduct.

B4 Key Personnel

- B4.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority. The Key Personnel shall be responsible as designated in the Statement of Requirements Schedule and/or Tender.
- B4.2 The Contractor shall designate a Key Personnel to act on behalf of the Contract as the Contract manager to oversee the provision of the Services and liaise and report to the representatives of the Authority.
- B4.3 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- B4.4 Any replacements to the Key Personnel shall be subject to the agreement of the Authority. 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.
- B4.5 The Authority shall not unreasonably withhold its agreement under clauses B4.3 or B4.4. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

B5 Contractor's Staff

- B5.1 Where the Services are supplied from the Premises:
- (a) The Authority may refuse to admit onto, or withdraw permission to remain on, the Premises:
 - (i) any member of the Staff; or

- (ii) any person employed or engaged by any member of the Staff; or
- (iii) any Experts by Experience

whose admission or continued presence would, in the reasonable opinion of the Authority, be undesirable or if not suitably qualified to carry out the Services.

- (b) At the Authority's written request, the Contractor shall provide a list of the 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 Authority may reasonably request.
- (c) 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.
- (d) The Contractor shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Contractor confirms that all persons employed or engaged by the Contractor were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- (e) The Authority may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Services check as per the Staff Vetting Procedures. The Contractor shall ensure and shall procure that any Sub-Contractor shall, where any person has disclosed or has been identified from the DBS check, that he/she has a relevant conviction which may be deemed a risk to service user/participant, may not be employed or engaged in the provision or any part of the Service until a full risk assessment is carried out by the Contractor in accordance with the Contractor's Risk Assessment Policy contained within Schedule 13 and by following the guidance of the Disclose and Barring Services.
- (f) If the Contractor fails to comply with clause B5.1(b) within two 2 Months of the date of the request and in the reasonable opinion of the Authority, such failure may be prejudicial to the interests of the Authority, then the Authority may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.
- (g) The decision of the Authority as to whether any person is to be refused access to the Premises and as to whether the Contractor has failed to comply with clause B5.1(b) shall be final and conclusive.

- B5.2 The Contractor shall provide all necessary training on a continuing basis for all its Staff employed or engaged in the provision of the Services in compliance with the Statement of Requirements, Schedule 6 Security Requirements and the Security Plan.

B5A Apprentices

The Contractor shall employ not less than one (1) Apprentice for the duration of the Initial Term of the Contract. The Contractor shall report to the Authority on the apprentice(s) employed, the necessary risk assessments and method statements undertaken and reviewed in accordance with the Management of Health and Safety at Work Regulations 1999, the necessary notifications issued to the Contractor's insurers and the wider skills training provided during the delivery of the Contract.

B6 Welfare of Experts by Experience

- B6.1 When providing the Services, the Contractor will ensure that all welfare and well-being arrangements in relation to the Experts by Experience for pre-inspection and post inspection are properly managed and maintained pursuant to the requirements as set out in the Statement of Requirements for both Core Services - A and Additional Services -B.
- B6.2 The Contractor shall ensure that it has a mechanism in place whereby Experts by Experience can raise issues and concerns anonymously and safely and share their experiences in relation to the performance of the Services.

B7 Use of the Premises

- B7.1 Where the Services are supplied from the Premises:
- (a) The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Authority may reasonably request.
 - (b) The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Authority, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
 - (c) The Parties agree that there is no intention on the part of the Authority to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract.

B8 Property

- B8.1 Where the Authority issues Property free of charge to the Contractor such Property shall be and remain the property of the Authority and the Contractor irrevocably licences the Authority and its agents to enter upon any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Authority. The Contractor shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- B8.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within 5 Working Days of receipt.
- B8.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.
- B8.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.
- B8.5 The Contractor shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Authority's Default. The Contractor shall inform the Authority within 2 Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B9 Cyber Security

- B9.1 The Contractor shall, as an enduring obligation throughout the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete malicious software and to prevent any Breach of Security.
- B9.2 The Contractor shall ensure that its controlled architecture and environment used to process or store Authority Data will be certified to the NCSC Cyber Essentials Plus certification scheme or can provide assurance that they can comply with the criteria of the certification and have a plan in place to achieve certification within 12 months of contract award.
- B9.3 If a Breach of Security or an attempted Breach of Security is identified, the parties shall co-operate to reduce the effect of the Breach of Security and, particularly if a Breach of Security causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency and the Contractor shall immediately take all reasonable steps necessary to:

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the integrity of the Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- (c) prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure; and
- (d) as soon as reasonably practicable provide the Authority with full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.

B9.4 The Contractor shall be liable for and shall indemnify the Authority against all Losses suffered or incurred by the Authority 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 Losses were not caused by any act or omission by the Authority).

B10 Offers of Employment

For the duration of the Contract and for a period of 12 months thereafter neither the Authority nor the Contractor shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

C Payment and Contract Price

C1 Contract Price

C1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Authority shall pay the Contract Price in accordance with clause C2 (Payment and VAT) and Schedule 3 (Pricing Schedule), and its respective annexes:

- Annex A - Core Services A; and
- Annex B - Additional Services B

C1.2 The Authority shall, in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Contractor:

- (a) the Pass Through Costs incurred during the relevant Month; and
- (b) a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

C1.3 The Contract Price is firm and is not subject to indexation or escalation. Any change in the Contract Price shall be subject to the procedure set out in clause F3 (Variation).

C2 Payment and VAT

- C2.1 Unless otherwise stated in this Contract payments shall be claimed once a month in arrears. Itemised claims shall set out (without limitation):
- (a) 1/12th of the Fixed Costs in respect of the Fixed Costs relating to the relevant Contract Year as set out in the Pricing Schedule;
 - (b) the Actual Variable Costs in respect of the preceding Month; and
 - (c) the Pass Through Costs in respect of the preceding Month,
- accompanied by all necessary documentation reasonably required by the Authority, shall be submitted to the Authority for scrutiny and approval. Payment shall be made within 30 days of receipt of undisputed invoices for work completed to the satisfaction of the Authority, subject to any payment disputes being resolved within an acceptable timescale.
- C2.1 A Payment for Additional Services – B shall be in accordance with the rates and invoicing procedure in Schedule 3 (Pricing Schedule) and as stated in the Statement of Works (Schedule 11) for each work package.
- C2.2 Subject to clause B1.3, the Authority shall be entitled to withhold or deduct the Retention Amount for each Month from any payment submitted to the Authority pursuant to clause C2.1 (a) and (b). The Authority shall pay the Retention Amount relating to the preceding Month to the Contractor at the same time as its payment of the next Month's invoice unless the Authority is entitled to withhold or retain the Retention Amount relating to the preceding Month pursuant to paragraph 3.2 of Schedule 3, the Pricing Schedule, and clause F7 of the Contract. On expiry or termination of this Contract, any Retention Amount being withheld by the Authority shall be paid to the Contractor except any Retention Amount which the Authority is entitled to retain pursuant to paragraph 3 of Schedule 3, the Pricing Schedule, and clause F7 of the Contract.
- C2.3 Any invoice or other request for payment of moneys due to the Contractor under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Finance Act 1972.
- C2.4 Where the Contractor enters into a sub-contract with a Sub-Contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a 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.
- C2.5 The Contract Price shall be inclusive of VAT and no VAT shall be added to the Contract Price.
- C2.6 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this

clause C2.6 shall be paid by the Contractor to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

- C2.7 The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract under clause H2.3 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Authority on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- C2.8 The Authority and the Contractor agree that the Cancellations Policy contained in Annex 5 of Schedule 1 – Statement of Requirement shall apply, and the Contract Price shall be adjusted accordingly which shall be reflected in any invoice submitted in accordance with this Contract.
- C2.9 Invoices for payment must be submitted to:

T70 Payables F175,
Phoenix House, Topcliffe Lane,
Wakefield,
West Yorkshire
WF3 1WE

C3 Recovery of Sums Due

- C3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or contract with the Authority.
- C3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment. For the avoidance of doubt the sum of money is not deductible by the Contractor from any sum then due, or which later time may become due to the Authority under the Contract or under any other agreement or contract with the Contractor.
- C3.3 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.
- C3.4 Subject to C2.1, all payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 Price on extension of the Initial Contract Period

- C4.1 The Contract Price shall apply for the Contract Period. In the event that the Authority agrees to extend the Initial Contract Period pursuant to clause F8 (Extension of Initial Contract Period) the Contract Price shall be subject to negotiations between the Parties .

C5 Euro

- C5.1 Any requirement of Law to account for the Services in Euro, (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Contractor free of charge to the Authority.
- C5.2 The Authority shall provide all reasonable assistance to facilitate compliance with clause C5.1 by the Contractor.

C6 Provision of Accounts and Annual Cap

- C6.1 The Contractor shall keep and shall procure that its Sub-Contractors keep detailed records and accounts of the Actual Costs and Pass Through Costs incurred in performing the Services on an "open book" basis, i.e. on the basis that the records of costs are maintained in a fully auditable manner and are made available to the Authority whenever reasonably required for purposes of verification in connection with the Services.
- C6.2 The Contractor shall provide the Authority on expiry of the first Contract Year (and on the expiry of each subsequent Contract Year) a statement of its margin and its Actual Costs and Pass Through Costs in providing the Services with a breakdown showing how it is made up together with any additional information reasonably requested. Such statement shall also be provided to the Authority within 10 days following expiry or termination of the Contract.
- C6.3 In the event that the Fixed Costs in providing the Services (when comparing the Fixed Costs set out in Schedule 3 (Pricing Schedule) against the Actual Costs incurred (excluding any Variable Costs) during a Contract Year are less than the Fixed Costs as set out in Table 1 of Schedule 3 (payable during that Contract Year) then the Authority shall be entitled to retain or deduct 60% of this amount from the next invoice to be paid and the Contractor shall be entitled to retain the remaining 40%.

D Statutory Obligations and Regulations

D1 Anti-Bribery and Anti-Corruption

- D1.1 The Contractor shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

- D1.2 The Contractor warrants that it has not paid commission or agreed to pay commission to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body in connection with the Contract.
- D1.3 If the Contractor, its Staff or anyone acting on the Contractor's behalf, fails to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 or engages in conduct prohibited by clauses D1.1 or D1.2, the Authority may:
- (a) terminate the Contract and recover from the Contractor the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period; or
 - (b) recover in full from the Contractor any other loss sustained by the Authority in consequence of any breach of those clauses.
- D1.4 In any dispute, difference or question arising in respect of this clause D1
- (a) the interpretation (except so far as the same may relate to the amount recoverable from the Contractor under clause D1.3 in respect of any loss resulting from such termination of the Contract); or
 - (b) the right of the Authority to terminate the Contract; or
 - (c) the amount of value of any such gift, consideration or commission; the decision of the Authority shall be final and conclusive.

D2 Prevention of Fraud

- D2.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Authority.
- D2.2 The Contractor shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- D2.3 If the Contractor or its Staff commits Fraud in relation to this or any other contract with the Crown (including the Authority) the Authority may:
- (a) terminate the Contract and recover from the Contractor the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period; or

- (b) recover in full from the Contractor any other loss sustained by the Authority in consequence of any breach of this clause.

D3 Staff

D3.1 The Contractor shall ensure that:

- (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation; and
- (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation or the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

D3.2 The Contractor shall take all reasonable steps to secure the observance of clause D3.1 by all Staff and meet reasonable requests by the Authority for information evidencing the Contractors' compliance with the provisions of Clause D3.1.

D3.3 The Parties agree that the provisions of Schedule 10 shall apply to any Relevant Transfer of staff under this Contract.

D3.4 The Contractor shall comply with the provisions of Schedule 15 (Anti-Slavery and Human Trafficking Provisions).

D4 The Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to the Contract 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 both 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.

D5 Environmental Requirements

The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

D6 Health and Safety

D6.1 The Contractor shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the

Premises and which may affect the Contractor in the performance of its obligations under the Contract.

- D6.2 While on the Premises, the Contractor shall comply with any health and safety measures implemented by the Authority in respect of Staff and other persons working there.
- D6.3 The Contractor shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- D6.4 The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.
- D6.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.

E Protection and Security of Information

E1 Data Protection

- E1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 14A (Joint Controller). The only processing that the Contractor is authorised to do is listed in Schedule 14 by the Authority and may not be determined by the Contractor.
- E1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- E1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- E1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 14, unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 14);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;

- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

E1.5 Subject to clause E1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

E1.6 The Processor's obligation to notify under clause E1.5 shall include the provision of further information to the Controller in phases, as details become available.

E1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause E1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the

Controller with the Information Commissioner's Office.

- E1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- E1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- E1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- E1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E1 such that they apply to the Sub-processor; and
 - (d) (provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- E1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- E1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- E1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- E1.15 The Processor shall indemnify the Controller on a continuing basis against any and all Losses incurred by the Controller arising from the Processor's Default under this clause E1 and/or any failure by the Processor or any Sub-processor to comply with their respective obligations under Data Protection Legislation.
- E1.16 Nothing in this Clause E1 shall be construed as requiring the Processor or any relevant Sub-processor to be in breach of any Data Protection Legislation.

E1.17 The provision of this clause E1 applies during the Contract Period and indefinitely after its expiry.

E1A. Joint Controller

E1A.1 In respect of Shared Personal Data the provisions of Schedule 14A –Joint Controller Agreement shall apply.

E2 Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989

E2.1 The Contractor shall comply with, and shall ensure that its Staff comply with, the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and

(b) Section 182 of the Finance Act 1989.

E2.2 The Contractor shall not remove from the Authority's premises any classified or privacy marked material without the Authority's express agreement. The Contractor must keep any such material so removed under conditions approved by the Authority for the housing of such classified or privacy marked material.

E2.3 In the event that the Contractor or its Staff fail to comply with this clause, the Authority reserves the right to terminate the Contract by giving notice in writing to the Contractor.

E3 Confidential Information

E3.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

E3.2 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Authority to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

E3.3 The Authority may consult with the Contractor to inform its decision regarding any redactions, but the Authority shall have the final decision in its absolute discretion.

E3.4 The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

E3.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

(a) treat the other party's Confidential Information as confidential and safeguard it accordingly; and

- (b) not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

E3.6 Clause E3.5 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause E4 (Freedom of Information);
- (b) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- (e) it is independently developed without access to the other party's Confidential Information.

E3.7 The Contractor may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E3.8 The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.

E3.9 At the written request of the Authority, the Contractor shall procure that those members of the Staff identified in the Authority's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

E3.10 Nothing in this Contract shall prevent the Authority from disclosing the Contractor's Confidential Information:

- (a) to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
- (b) to any consultant, contractor or other person engaged by the Authority for the purpose of conducting a Government gateway review;
- (c) for the purpose of the examination and certification of the Authority's accounts; or

- (d) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

E3.11 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause E3.7 is made aware of the Authority's obligations of confidentiality.

E3.12 Nothing in this clause E3 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

E4 Freedom of Information

E4.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.

E4.2 The Contractor shall ensure that it has a system in place for dealing with any Requests for Information and the Contractor shall and shall procure that any Sub-Contractors shall transfer to the Authority all Requests for Information that it receives as soon as practicable and, in any event, within 2 (two) Working Days of receiving a Request for Information and the Contractor shall and shall procure the any Sub-Contractors shall;

- (a) provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority's request; and
- (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

E4.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

E4.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.

E4.5 The Contractor acknowledges that (notwithstanding the provisions of clause E4) the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information

Act 2000 (**Code**), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services in certain circumstances:

- (a) without consulting the Contractor; or
- (b) following consultation with the Contractor and having taken their views into account;

provided always that where E4.5(a) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

E4.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

E4.7 The Contractor acknowledges that the Commercially Sensitive Information listed in the Commercially Sensitive Information Schedule is of indicative value only and that the Authority may be obliged to disclose it in accordance with this clause E4.

E5 Publicity, Media and Official Enquiries

E5.1 The Contractor shall not make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the Authority.

E5.2 The Contractor shall take reasonable steps to ensure that their servants, employees, agents, Sub-Contractors, suppliers, professional advisors and consultants comply with clause E5.1.

E6 Security

E6.1 The Authority shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Premises and shall ensure that all Staff comply with such requirements.

E6.2 The Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Schedule 6 Security Requirements and Plan.

E6.3 The Contractor shall comply, and shall procure the compliance of its Staff, with the Security Requirements and Plan in Schedule 6.

E6.4 The Authority shall notify the Contractor of any changes or proposed changes to the Security Requirements and Plan. Any changes shall be agreed in accordance with the procedure in clause F3.

E6.5 Until and/or unless a change to the Contract Price is agreed by the Authority the Contractor shall continue to perform the Services in accordance with its existing obligations.

E6.6 The Contractor shall be liable for and shall indemnify the Authority against all Losses suffered or incurred by the Authority 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 Losses were not caused by any act or omission by the Authority).

E7 Intellectual Property Rights

E7.1 Save as granted elsewhere under this Contract, neither the Authority nor the Contractor shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights.

E7.2 All Intellectual Property Rights in any guidance, Statement of Requirements instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or any other materials furnished to or made available to the Contractor by or on behalf of the Authority (**Authority Background Rights**) shall remain the property of the Authority.

E7.3 The Contractor shall not, and shall procure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Authority Background Rights or Project Specific Intellectual Property Rights to any third party.

E7.4 All title to and all rights and interest in the Project Specific Intellectual Property Rights shall vest in the Authority. The Contractor hereby assigns to the Authority with full title guarantee, title to and all rights and interest in the Project Specific Intellectual Property Rights and/or shall procure that the first owner of the Project Specific Intellectual Property Rights also does so. The assignment shall either take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific Intellectual Property Rights, as appropriate.

E7.5 The Contractor shall waive or procure a waiver of any moral rights in any copyright works assigned to the Authority under this Contract.

E7.6 If requested to do so by the Authority, the Contractor shall without charge to the Authority execute all documents and do all such further acts as the Authority may require to perfect the assignment under clause E7.4 or shall procure that the owner of the Project Specific Intellectual Property Rights does so on the same basis.

E7.7 The Authority hereby grants to the Contractor a non-exclusive, revocable, non-assignable licence to use the Authority Background Rights and the Project Specific Intellectual Property Rights during the Contract Period for the sole purpose of enabling the Contractor to provide the Services.

E7.8 To the extent only this is necessary to enable the Authority to obtain the full benefits of ownership of the Project Specific Intellectual Property Rights, the Contractor hereby grants to the Authority and shall procure that any relevant third party licensor shall grant to the Authority a perpetual, irrevocable, non-exclusive, assignable, royalty-free and global licence to use, sub-license and/or commercially exploit any Contract Pre-Existing Intellectual Property Rights or Intellectual Property Rights owned by a third party that are

embedded in or which are an integral part of the Project Specific Intellectual Property Rights.

- E7.9 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Authority and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of the performance by the Contractor of the Services and/or the possession of use by the Authority of the Deliverables except where any such claim arises from:
- (a) items or materials based upon designs supplied by the Authority; or
 - (b) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.
- E7.10 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any third-party Intellectual Property Rights. The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights provided always that the Contractor:
- (a) shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
 - (b) shall take due and proper account of the interests of the Authority; and
 - (c) shall not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).
- E7.11 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Contractor for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of the Contractor's obligations under the Contract and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements incurred in doing so). Such costs and expenses shall not be repaid where they are incurred in relation to a claim, demand or action which relates to the matters in clause E7.9(a) or E7.9(b).
- E7.12 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority or the Contractor in connection with the performance of its obligations under the Contract.
- E7.13 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and, at its own expense and subject to the consent

of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:

- (a) modify the relevant part of the Services or the Deliverables without reducing the performance or functionality of the same, or substitute alternative Services or Deliverables of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply with any necessary changes to such modified Services or Deliverables or to the substitute Services or Deliverables; or
- (b) procure a licence to use and supply the Services or the Deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Authority, and in the event that the Contractor is unable to comply with clauses E7.13(a) or E7.13(b) within 20 Working Days of receipt of the Contractor's notification the Authority may terminate the Contract with immediate effect by notice in writing.

E8 Use of Documents and Information

- E8.1 Except with the consent in writing of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than a person employed by the Contractor in the carrying out of the Contract or any other person concerned with the same. Such disclosure shall be made in confidence and extend so far only as may be necessary for the purposes of the Contract.
- E8.2 Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or information issued or furnished by or on behalf of the Authority otherwise than for the purpose of the Contract.
- E8.3 Any specification, plans, drawings, or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract.
- E8.4 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- E8.5 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- E8.6 To the extent that Authority Data is held and/or processed by the Contractor the Contractor shall supply that Authority Data to the Authority as requested by the Authority in the format specified in the Statement of Requirements Schedule and/or the Exit Management Strategy.
- E8.7 The Contractor shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data.
- E8.8 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the

Business Continuity and Disaster Recovery Plan. The Contractor shall ensure that such back-ups are available to the Authority at all times upon request and are delivered to the Authority at no less than three monthly intervals.

- E8.9 The contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with Schedule 6 –Security Requirements and Plan.
- E8.10 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:
- (a) require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery Plan and the Contractor shall do so as soon as practicable but not later than ten calendar days; and/or
 - (b) itself restore or procure the restoration of Authority Data and shall be repaid by the Contractor any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery Plan.
- E8.11 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

E9 Audit

- E9.1 The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records as may be requested by the Authority in connection with the Contract.
- E9.2 The Contractor agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services.
- E9.3 The Contractor shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.
- E9.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes

of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

F Control of the Contract

F1 Transfer and Sub-Contracting

- F1.1 Except where F1.4 and F1.5 applies, the Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.
- F1.2 The Contractor shall be responsible for the acts and omissions and neglects of its Sub-Contractors as though they are its own and the Contractor shall make all Sub-Contractors aware of the Contractor's obligations under this Contract.
- F1.3 Where the Authority has consented to the placing of Sub-Contracts in connection with this Contract, the Contractor shall:
- (a) impose obligations on its Sub-Contractor on the same terms as those imposed on it pursuant to this Contract and shall procure that the Sub-Contractor complies with such terms; and
 - (b) provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority.
- F1.4 Notwithstanding clause F1.1, the Contractor may assign to a third party (**Assignee**) the right to receive payment of the Contract Price or any part thereof due to the Contractor under this Contract (including any interest which the Authority incurs under clause C2.7). Any assignment under this clause F1.4 shall be subject to:
- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
 - (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - (c) the Authority receiving notification under both clauses F1.5 and F1.6.
- F1.5 In the event that the Contractor assigns the right to receive the Contract Price under clause F1.4, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F1.6 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the

Authority shall make payment at least 5 Working Days prior to submission of the relevant invoice.

F1.7 The provisions of clause C2 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Authority.

F1.8 Subject to clause F1.10, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority; or
- (b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- (c) any private sector body which substantially performs the functions of the Authority,

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

F1.9 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F1.8, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Authority.

F1.10 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F1.6 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the **Transferee**):

- (a) the rights of termination of the Authority in clauses H1 (Termination on insolvency and change of control) and H2 (Termination on Default);
- (b) shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
- (c) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.

F1.11 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

- F1.12 Each Party shall at its own cost and expense carry out or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.
- F1.13 Provided that the Authority has given prior written consent, the Contractor shall be entitled to novate the Contract where:
- (a) the specific change in contractor was provided for in the procurement process for the award of this Contract;
 - (b) there has been a universal or partial succession into the position of the Contractor, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this Contract.

F2 Waiver

- F2.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- F2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A5 (Notices).
- F2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F3 Variation

- F3.1 Subject to the provisions of this clause F3, the Authority may request a variation to the Statement of Requirements, Contract Prices and or the terms of this Contract. Such a change is hereinafter called a "Variation".
- F3.1A During the life of the Contract including any period(s) of extension(s), the Authority reserves the right to modify the Services as described in Schedule 1 - Statement of Requirements, relying on Regulation 72 (1)(a) of the Public Contracts Regulations 2015, without a new procurement irrespective of the monetary value of the modification. Any modification of the Contract will be undertaken by variation in accordance with this clause F3.1 A called "Variation" of the Contract.
- F3.2 The Authority may request a Variation by notifying the Contractor in writing of the "Variation" and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Authority shall specify a time limit within which the Contractor shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the

nature of the Variation. If the Contractor accepts the Variation, it shall confirm the same in writing.

F3.3 In the event that the Contractor is unable to accept the Variation to the Statement of Requirements or where the Parties are unable to agree a change to the Contract Price, the Authority may;

- (a) allow the Contractor to fulfil its obligations under the Contract without the variation to the Statement of Requirements;
- (b) terminate the Contract with immediate effect, except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Statement of Requirements; and in such case the Parties shall attempt to agree upon a resolution to the matter.

F3.4 Where a resolution cannot be reached and prior to the Authority exercising its right of termination under F3.3(b), the matter shall be dealt with under the Dispute Resolution procedure detailed at clause I2.

F3.5 In addition to the above clauses the Authority and the Contractor may agree to a Variation subject to the provisions of paragraph 5 of Part A of Schedule 3 (Pricing Schedule) or subject to the provisions of clause B1.4 of this Contract.

F4 Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F5 Step-in right in the event of inadequate performance

F5.1 Where a complaint is received about the standard of Services (of either Services A or Services B, or both) or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Authority shall notify the Contractor, and where considered appropriate by the Authority, the Authority shall investigate the complaint. The Authority may, in its sole discretion, uphold the complaint and take further action as the Authority considers appropriate up to and including termination in accordance with clause H2 (Termination on Default) of the Contract.

F5.2 In the event that the Authority is of the reasonable opinion that there has been a material breach of the Contract by the Contractor (including without limitation where there has been an abandonment or failure by the Contractor to provide the Services or a failure to implement a Remedial Plan), then the Authority may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) withhold or reduce payments to the Contractor in such amount as the Authority reasonably deems appropriate in each particular case; or
- (b) without terminating the Contract wholly or in part, itself supply or procure the supply of all or part of the Services from a Replacement Contractor including but not limited to a Sub-contractor until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Authority that the Contractor will once more be able to supply all or such part of the Services in accordance with the Contract; or
- (c) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; or
- (d) provided that the Authority has given prior written consent, the Contractor shall be entitled to novate the Contract to a Replacement Contractor including but not limited to a Sub-contractor in accordance with clause F1.13.

F5.3 When the Authority exercises any of its rights under clause F5.2, the Contractor shall give reasonable assistance to the Authority.

F5.4 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

F5.5 If:

- (a) the Contractor fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy; and/or
- (b) a Corrective Action Notice is served in accordance with clause F7.5,

then the Authority shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within five (5) Working Days or such other period of time as the Authority may direct.

F5.6 In the event that:

- (a) the Contractor fails to comply with clause F5.5 above and the failure is materially adverse to the interests of the Authority or prevents the Authority from discharging a statutory duty; or

(b) the Contractor persistently fails to comply with clause F5.5 above, the Authority may terminate the Contract with immediate effect by notice in writing.

F6 Remedies Cumulative

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F7 Monitoring of Contract Performance

F7.1 The Contractor shall comply with the monitoring arrangements set out in the KPI Schedule and the Statement of Requirements including, but not limited to:

- (a) reporting performance of the Services against the KPIs;
- (b) providing all management and reporting information listed in the Statement of Requirements at such intervals as specified; and
- (c) providing such other performance data and information as the Contractor may be required to produce by the Authority under the Statement of Requirements or otherwise under the Contract from time to time.

F7.2 The Contractor shall measure its performance against the KPIs, and within 7 days of submitting of its claim for payment each Month, the Contractor shall provide the Authority with a performance report setting out the Contractor's performance against all KPIs and the Overall KPI Performance Score in respect of the immediately preceding Month. Where KPI's are only measured Quarterly or Half Yearly they shall be reported in the Month immediately following the relevant Quarterly or Half Yearly performance report date.

F7.3 The Authority may verify the information provided by the Contractor pursuant to clause F7.2. In the event of any discrepancy between the information provided by the Contractor pursuant to clause F7.2. and information held by the Authority, the information held by the Authority shall take precedence provided that either party shall be entitled to refer a decision under this clause F7 for dispute resolution in accordance with clause I2 (Dispute Resolution).

F7.4 Representatives of the Authority and the Contractor shall attend the Monthly Contract Management Meeting within 14 days of the end of the preceding Month during the Contract Period to discuss and review the Contractor's performance against the KPIs and the Overall KPI Performance Score within the preceding Month.

- F7.5 In the event that the Contractor is within the Corrective Action Notice Level in respect of the Overall KPI Performance Score or in respect of any individual KPI, the Authority may serve notice on the Contractor (a **Corrective Action Notice**) and the terms of clause F5.5(b) shall apply.
- F7.6 In the event that the Contractor:
- (a) is within the Corrective Action Notice Level in respect of the Overall KPI Performance Score; or
 - (b) has failed to achieve the relevant Performance Target in the preceding Month; or
 - (c) is within the Corrective Action Notice Level in relation to failing to pay its Sub-Contractors or the Experts by Experience within a specified period not exceeding 30 days from the receipt of a valid invoice; or
 - (d) is within the Required Action Notice Level:
 - (e) in respect of the Overall KPI Performance Score in any three (3) consecutive Months; or
 - (f) in respect of any individual KPI with a Performance Points allocation of 2 or above (as set out in column 5 of the KPI Schedule) within any three (3) consecutive performance reports submitted for that KPI,
 - (g) then the Authority shall be entitled to retain and shall have no obligation to pay the Contractor at any time, the Retention Amount relating to the preceding Month.
- F7.7 In the event that in respect of any KPI, the performance against such KPI is equal or lower than the Required Action Notice Level for that KPI in any given Month, the Authority may serve a notice (**Required Action Notice**) on the Contractor requiring the Contractor to prepare and submit to the Authority a draft plan setting out proposed actions for remedying the poor performance of the Services or breach and ensuring that such poor performance or breach does not occur again (a **Remedial Plan**) within ten Working Days of receipt of the Corrective Action Notice
- F7.8 The Authority shall within five Working Days of receipt of the draft Remedial Plan either:
- (a) agree the draft Remedial Plan; or
 - (b) reject the draft Remedial Plan by giving written notice to the Contractor together with reasons for such rejection;
- F7.9 Where the Authority rejects the draft Remedial Plan, the Contractor shall:
- (a) use reasonable endeavours to accommodate the matters raised by the Authority by making amendments to the draft Remedial Plan; and

within five (5) Working Days of such notice of rejection, submit a revised draft Remedial Plan to the Authority.

- F7.10 If the Authority still does not agree the revised Remedial Plan, as soon as practicable after delivery of the revised Remedial Plan, the parties shall meet to discuss and agree the revised draft Remedial Plan provided that either party may refer the matter to dispute resolution.
- F7.11 Where the parties agree the Remedial Plan, or it is determined in accordance with clause I2 (Dispute Resolution), the Contractor shall, at its own cost, implement the Remedial Plan in accordance with its terms. Where the Contractor fails to implement the Remedial Plan, this shall be deemed to be a Default and the provisions of clause H2 shall apply.
- F7.12 The Contractor acknowledges the importance of the Authority's need for transparency and shall co-operate with the Authority in implementing an Open Book Contract Management to promote collaborative behaviour through financial transparency in order to achieve fair price for the Contractor, value for money for the Authority and performance improvement for the parties.
- F7.13 The Contractor shall co-operate with the Authority in implementing a relationship management strategy as part of its Supplier Relationship Management approach.

F8 Extension of Initial Contract Period

The Authority may, by giving written notice to the Contractor not less than the three (3) Months prior to the last day of the Initial Contract Period, extend the Contract for further periods of up to twenty four (24) Months. Any such period shall not exceed a maximum extension of twelve (12) Months. The provisions of the Contract will apply throughout any such extended period.

F9 Entire Agreement

- F9.1 This Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract 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.
- F9.2 In the event of, and only to the extent of, any conflict between the clauses of the Contract, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- (a) the clauses of the Contract;
 - (b) the Schedules; and
 - (c) any other document referred to in the clauses of the Contract.

F10 Counterparts

This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

G Liabilities

G1 Liability, Indemnity and Insurance

G1.1 Neither Party excludes or limits liability to the other Party for:

- (a) death or personal injury caused by its negligence; or
- (b) Fraud; or
- (c) fraudulent misrepresentation; or
- (d) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

G1.2 The Contractor shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings in respect of:

- (a) any injury or allegation of injury to any person, including injury resulting in death;
- (b) any loss of or damage to property (whether real or personal);
- (c) any breach of clause E7 (Intellectual Property Rights);
- (d) any claims, demands or proceedings brought against the Authority by any third party (including without limitation any defamation claims);
- (e) any failure by the Contractor to commence the delivery of the Services,

that arise directly or indirectly as result of any act or omission (including negligence) of the Contractor or its subcontractors or breach of contract in connection with the performance or non-performance of this Contract including the provision of the Services, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any act or omission by, or on behalf of, or in accordance with the instructions of, the Authority.

G1.3 Liability under clauses G1.1, G1.2(a) and G1.2(c) shall be unlimited. Liability under clauses G1.2(b), G1.2(d), G1.2(e) shall be subject to the limitation of liability set out in clause G1.4.

G1.3A The Contractor's liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Authority Data or the Authority Personal Data or any copy of such Authority Data and breach of its

obligations under clause E (Protection and Security of Information), caused by the Contractor's default under or in connection with this Contract shall in no event exceed £17,000,000.

G1.4 Subject to clauses G1.1, G1.2 and G1.3 and G1.3A, the total liability of the Contractor under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Contractor for the Services.

G1.5 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged. For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:

- (a) additional costs incurred purchasing replacement or alternative services of the Services;
- (b) additional operational, administrative costs and/or expenses or wasted expenditure

in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.

G1.6 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Contract.

G1.7 The Contractor shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in accordance with Good Industry Practice in respect of:

- (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); and
- (c) professional indemnity with the minimum cover per claim of five million pounds (£5,000,000),

or any sum as required by Law unless otherwise agreed with the Authority in writing. Such insurance shall be maintained for the duration of the

Contract Period and for a minimum of 12 (twelve) years following the expiration or earlier termination of the Contract.

- G1.8 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- G1.9 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- G1.10 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause G1.2.

G2 Warranties and Representations

The Contractor warrants and represents that:

- (a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
- (b) in entering the Contract, it has not committed any Fraud;
- (c) as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;

- (g) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) in the three 3 years prior to the date of the Contract:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.
- (i) (if an individual) he is regarded by HM Revenue & Customs as self-employed and accordingly shall indemnify the Authority against tax, national insurance contributions or similar impost for which the Authority may be liable in respect of the Contractor by reason of this Contract.

G3 Guarantee

Within 10 Working Days of receipt of a written request from the Authority, the Contractor shall provide to the Authority a bond or guarantee in terms of the draft contained in Schedule 9 (or such other terms as the Authority may have approved) executed as a deed and delivered by a parent company or financial institute approved by the Authority.

H Default, Disruption and Termination

H1 Termination on insolvency and change of control

H1.1 The Authority may terminate the Contract with immediate effect by serving a Termination Notice on the Contractor where the Contractor is a company and in respect of the Contractor:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the

appointment of a provisional liquidator or a creditor" meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or

- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
- (g) being a "small company" within the meaning of Section 382 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1(a) - H1.1(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by serving a Termination Notice on the Contractor where the Contractor is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
- (b) a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy; or
- (c) a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- (d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days; or
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

H1.3 The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is a partnership and:

- (a) a proposal is made for voluntary arrangement within Article 4 of the Insolvent Partnership Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) it is for any reason dissolved; or
- (c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (d) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (e) the partnership is deemed unable to pay its debts within the meaning of Section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (f) any of the following occurs in relation to any of its partners:
 - (i) a petition is presented for his bankruptcy; or
 - (ii) a receiver, or similar officer is appointed over the whole or any part of his assets.

H1.4

- (a) The Authority may terminate the Contract with immediate effect by serving a Termination Notice on the Contractor where the Contractor is a limited liability partnership and:
 - (i) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - (ii) it is for any reason dissolved; or
 - (iii) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given with Part II of the Insolvency Act 1986; or
 - (iv) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986; or
 - (v) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is

made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986; or

- (vi) a receiver or similar officer is appointed over the whole of any part of its assets; or
- (vii) it is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (viii) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986.

- (b) References to the Insolvency Act 1986 in clause H1.4(a) shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H1.5 The Contractor shall notify the Authority immediately if the Contractor undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 (**change of control**). The Authority may terminate the Contract by serving a Termination Notice on the Contractor with immediate effect within six months of:

- (a) being notified that a change of control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the change of control,

but shall not be permitted to terminate where an Approval was granted prior to the change of control.

H2 Termination on Default

H2.1 Without prejudice to clause F5, the Authority may terminate the Contract wholly or in part by serving a Termination Notice on the Contractor with immediate effect if the Contractor commits a Default and if:

- (a) the Contractor has not remedied the Default to the satisfaction of the Authority within 10 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a material breach of the Contract.

H2.2 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Authority in writing of such failure to pay.

If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 (Recovery of Sums Due).

H3 Non- Default Termination

- H3.1 The Authority may terminate the Contract by giving to the Contractor at least six (6) months' notice in writing where there is change in government policy or a change in Law which means that, in the opinion of the Authority acting reasonably, the Services are no longer required or are no longer affordable to the Authority.

H4 Consequences of Termination or Expiry

- H4.1 Where the Authority terminates the Contract under clause H2 (Termination on Default) and then makes other arrangements for the supply of Services, the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period. The Authority shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause H2 (Termination on Default), no further payments shall be payable by the Authority to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause.
- H4.2 Where the Authority terminates the Contract under clause H3 (Non Default Termination), no compensation or other amounts shall be payable by either Party as a consequence of such termination.
- H4.3 Save as otherwise expressly provided in the Contract:
- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
 - (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), E1(Data Protection), E2 (Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989), E3 (Confidential Information), E4 (Freedom of Information), E7 (Intellectual Property Rights), E9 (Audit), F6 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance (Liability, Indemnity and Insurance), H4 (Consequences of Expiry or Termination), H6 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

H5 Disruption

- H5.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H5.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H5.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- H5.4 If the Contractor's proposals referred to in clause H5.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice in writing.
- H5.5 If the Contractor is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business of the Authority, the Contractor may request a reasonable allowance of time and in addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

H6 Recovery upon Termination

- H6.1 On expiry or termination of the Contract for any reason, the Contractor shall:
- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
 - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Contractor by the Authority. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
 - (c) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress.
 - (d) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Authority or the Replacement Contractor to conduct due diligence.
- H6.2 If the Contractor fails to comply with clause H5.1(a) and H5.1(b), the Authority may recover possession thereof and the Contractor grants a

licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.

- H6.3 Where the end of the Contract Period arises due to the Contractor's Default, the Contractor shall provide all assistance under clause H5.1(c) and H5.1(d) free of charge. Otherwise, the Authority shall pay the Contractor's reasonable costs of providing the assistance and the Contractor shall take all reasonable steps to mitigate such costs.

H7 Exit Management

- H7.1 The Contractor shall use all reasonable endeavours so as to facilitate the smooth transfer of responsibility for the Services to a replacement contractor or to the Authority, as the case may be, and the Contractor shall take no action at any time which is calculated or intended, directly or indirectly, to prejudice or frustrate or make more difficult such transfer.
- H7.2 Within ninety (90) days of the Commencement Date, the Contractor shall provide a draft Exit Management Strategy and within ten (10) Business Days of provision of such Exit Management Strategy, the Parties shall meet and use all reasonable endeavours to agree the contents of the Exit Management Strategy, which must provide for the orderly transition of the Services from the Contractor to the Authority and/or any replacement contractor in the event of any termination (in whole or in part) or expiry of this Contract and allow for the Contractor to comply with its obligations under clause H6 and H7. If the Parties are unable to agree the contents of the Exit Management Strategy within a 20 Business Day period, either Party may refer the dispute for resolution in accordance with clause I2. The Exit Management Strategy as agreed or determined shall be the Exit Management Strategy.
- H7.3 The Contractor shall keep the Exit Management Strategy under continuous review and include any proposed updates to the Exit Management Strategy in each Monthly Contract Management Meeting.
- H7.4 In addition, within ten (10) days after service of a Termination Notice by either Party or six (6) months prior to the end of the expiry of the Contract, the Contractor shall update the Exit Management Strategy into a final form that could be implemented immediately and provides for a transition to and is compatible with any mobilisation plan of any replacement contractor or the Authority (as the case may be) and in doing so, provide as much detail as is appropriate given the nature of the termination or expiry and the timing of termination, so that such Exit Management Strategy can be submitted to the Authority for review and approval. The Parties shall meet and use their respective reasonable endeavours to agree the contents of such Exit Management Strategy.
- H7.5 During the final six (6) months prior to the expiry of the Contract or following the service of a Termination Notice, and in either case for a reasonable period thereafter, the Contractor shall co-operate fully with the transfer of responsibility for the Service (or any part of the Service) to the Authority or any replacement contractor, and the Contractor shall:

- (a) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the replacement contractor and/or the completion of any work in progress;
- (b) implement the Exit Management Strategy;
- (c) liaise with the Authority and/or any replacement contractor, and provide reasonable assistance and advice concerning the Services and their transfer to the Authority or to such replacement contractor

and in all instances, shall be in accordance with timescales reasonably stipulated by the Authority.

H7.6 The Contractor and its Sub-Contractors shall comply, assist and co-operate with the Authority in providing the Tender Information and implementing the Exit provisions in this clause H7 and Schedule 10 (TUPE provisions).

I Disputes and Law

I1 Governing Law and Jurisdiction

Subject to the provisions of clause I2, the Authority and the Contractor accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

I2 Dispute Resolution

- I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Director of Finance and Commercial Infrastructure or equivalent of each Party.
- I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause I2.5 unless (a) the Authority considers that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.
- I2.4 The obligations of the Parties under the Contract shall not cease or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times.
- I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- (a) a neutral adviser or mediator (**Mediator**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to Centre for Effective Dispute Resolution to appoint a Mediator.
- (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- (e) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts [unless the dispute is referred to arbitration pursuant to the procedures set out in clause I2.6.

I2.6 Subject to clause I2.2, the Parties shall not institute court proceedings until the procedures set out in clauses I2.1 and I2.3 have been completed save that:

- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.
- (b) if the Contractor intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.
- (c) the Contractor may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I2.7, to which the Authority may consent as it sees fit.

I2.7 In the event that any arbitration proceedings are commenced pursuant to clause I2.6:

- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- (b) the Authority shall give a written notice of arbitration to the Contractor (**Arbitration Notice**) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (c) the London Court of International Arbitration (**LCIA**) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I2.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (e) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I2.7(b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (f) the arbitration proceedings shall take place in London and in the English language; and
- (g) the arbitration proceedings shall be governed by, and interpreted in accordance with, English law.

Executed as a deed by the parties or their duly authorised representatives on the date of this Deed.

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



Name:



Authorised by the Care Quality Commission

EXECUTED as a Deed by

CHOICE SUPPORT

acting by:

Name of Director

a director,

in the presence of

Signature of witness

Witness Name

Witness Address:



Witness Occupation

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SCHEDULES

SCHEDULE 1

Statement of Requirements

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Annex 1 – The work of CQC and the role that ExE play

Annex 2 – Service B – Examples

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Apprenticeships and Skills Through Public Procurement***

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Statement of Requirements

This document is constructed for the purposes of the Invitation To Tender for services. The services are healthcare services falling within Schedule 3 to the Public Contracts Regulations 2015 ('the Regulations') which are not subject to the full regime of the regulations but is instead governed by the "the Light Touch Regime" contained within Chapter 3, Section 7 of the Regulations (Regulations 74 to 77). The Authority intends to use a procedure similar to the restricted procedure described in Regulation 28.

Tenderers are directed to Part A of this Invitation To Tender where all elements of this procedure are outlined.

1. Executive Summary

The Authority: The Care Quality Commission ("CQC") is the independent regulator of health and social care in England.

CQC makes sure health and social care services provide people with safe, effective, compassionate, high-quality care and encourages health and social care services to improve.

CQC registers, monitors, inspects and regulates services to make sure they meet fundamental standards of quality and safety and it publishes what it finds, including performance ratings to help people choose care services.

For more information about CQC, its values, the organisations it regulates and how it regulates them please go to:

- <http://www.cqc.org.uk/content/what-we-do>
- [CQC Public Engagement strategy](#)

and

- http://www.youtube.com/watch?v=BoL7pxjmGAk&list=UUP_qU5W_c3jaLkOY0mWrB-w

Public engagement is central to delivering CQC's purpose. One of the key components of CQC's Public Engagement Strategy is the use of trained members of the public from diverse backgrounds who use, or care for someone who uses, health and social care services, take part in our inspections of services and other key aspects of our work. CQC refers to these people Experts by Experience ("ExE").

CQC values the input of these individuals on inspection and the wider contribution from their lived experience of services.

CQC is changing its approach to regulation to become an intelligence driven regulator. ExE services remain integral to this, playing an essential role in helping to improve the quantity and

quality of evidence we gather from people who use services during our: inspections of services, in co-production of the development of our policies and methodologies and in the training of our staff (**Services A – Core requirement**).

To support the move to becoming an intelligence-driven regulator which continuously monitors the quality of care, CQC also wishes to increase its ability to reach into the wider health and social care community in order to gather intelligence from people who use services to support its Monitor and Engagement functions. It is anticipated that the intelligence gathered will play an increasingly important role in alerting CQC to changes in the quality of care and in supporting, over the course of the contract, a more intelligence-driven, risk based approach to regulation, including more targeted inspection activity.

We also wish to ensure this increased ability to reach into the wider health and social care community increases our ability to gain insight from diverse communities to inform the development of our policies, methodologies, products and services (**Services B**).

The Contractor must be able to embody CQC's values, by demonstrating through its tender submission a clear commitment to social value combined with an understanding of CQCs core objective of being an intelligence driven regulator.

In this document you will find the detailed requirements (Section 2), followed by service levels, respective responsibilities of both the Contractor and CQC s and information about how we intend to measure performance and the evaluation criteria for tender submissions.

The Statement of Requirements is supported by information contained in the Annexes listed above.

Prior to continuing to read this document, tenderers are advised to read **Annex 1 - The work of CQC and the role that ExE play**, for further information about how CQC regulates services supported by the Expert by Experience programme.

Annex 1 contains the following key messages for tenderers:

- CQC's strategic approach;
- The scope and focus of CQC's work, how we inspect and monitor services;
- The important role ExE play in helping us to achieve our ambition to become an intelligence led organisation by supporting our inspections and continuous monitoring of the

quality of care;

- The functions provided by the ExE programme;
- The principles behind the ExE programme and the role of an ExE; and
- The role and expectations of a Contractor delivering the ExE service for CQC.

In addition, we encourage tenderers to refer to CQC's website for further information:

<https://www.cqc.org.uk/about-us/our-purpose-role/who-we-are>

2. The Requirement

Overall CQC is looking for a Contractor to deliver:

Inspection and Co-Production Services referred to as “Core - Services A”: and

CQC may also require the Contractor to provide **support services to CQC monitor and Insight Functions referred to as “Additional Services B”**.

In order to deliver these services, the Contractor must demonstrate established relationships and the ability to develop additional relationships, across the voluntary, community and social enterprise sector with organisations that represent and/or have access to people using services and their carers.

Demand for the particular Expert by Experience types and support to the range of inspection types may change over the course of the contract. CQC requires a Contractor that can deliver **Services A** through a flexible pool of Experts by Experience, that demonstrates diversity to include the protected characteristics described under the Equality Act 2010 and responds to the demand profile of ExE services.

Please refer to sections ***2.1.1 Types of ExE required and 2.1.2 Diversity targets for Experts by Experience Contract - 2020-2023*** for further information as CQC will expect any sourcing strategy to reflect the attainment of regional and national diversity targets.

Due to the value of the proposed contract CQC will require the Contractor to provide an Apprenticeship and skills development scheme in performance of the Contract. For further information please see ***Annex 3: Procurement Policy Note – Supporting apprenticeships and skills through public procurement.***

Figure 1: Illustration of the CQC Experts by Experience function.



2.1 CORE SERVICES A - INSPECTION AND CO-PRODUCTION SERVICES

2.1.1. Experts by Experience to inspection

CQC requires the provision of a national managed service focused on regions and hubs, which aligns to inspection teams with differing needs and profiles of inspection and event settings.

It is essential that the Contractor can provide a flexible pool of Experts by Experience that will deliver a quality service with the required lived experiences across the full range of services as set

out by CQC in [Section 3. Service Levels & Volumes](#).

Table 1 - CQC regions (subject to change over time):

1. Central Region	1. Central East Midlands
	2. Central East of England
	3. Central West Midlands
2. London Region	4. London North
	5. London South
3. North Region	6. North Central
	7. North East & Coast
	8. North West
4. South Region	9. South Central
	10. South East
	11. South West

ExE inspection events

‘ExE inspection event’ is the sum of the inspection support activity carried out by one ExE through the period of an individual inspection, which may take place over several days.

ExE support to inspections happens before, during and after the inspection. The support will usually involve the ExE carrying out face-to-face and/or telephone engagement with the people using the service and/or their carers to gather their views and experience to be used as inspection evidence. Evidence gathered by ExE during inspections must be recorded accurately and provided to the inspector within the prescribed timescales.

The Contractor should be aware that the CQC inspection model, which includes scheduled, responsive and urgent inspections, may result in changes to inspection events in response to risk, sometimes at short notice.

Breakdown of inspection activity in hours

An ExE inspection event will typically take the form of:

- Up to 1 hour preparation (prior to inspection day).
- Up to 7 hours on site/making calls
- Up to 30 minutes completing post inspection (mandatory) feedback and reviewing draft report if provided
- For residential and community adult social care inspections, the ExE must produce a report from their findings (within 5 working days) - The additional time allowed for report writing is up to 3.5 hours.

There are currently two types of inspection support activity described in the tables below:

5. 1) Table 2 - Inspection site visit with CQC inspector
6. 2) Table 3 - Community-based inspection, by telephone call to people who use the service and their cares
- 7.

Table 2: Inspection site visit – detail of inspection activity

Table 2 describes the activities to be undertaken for inspection site visits

Activity	CQC's responsibilities	Contractor's responsibilities – In addition to responsibilities described in section 7.
Pre-Inspection	<ul style="list-style-type: none"> Request an ExE with the appropriate experience to be allocated by the contractor Provide the ExE with a pre-briefing of no longer than 1 hour by telephone or email. This will include: <ol style="list-style-type: none"> 8. <ul style="list-style-type: none"> ➤ details about the inspection approach and areas which the ExE should focus on ➤ questions that the inspector wishes the ExE to ask ➤ confirmation of the hours and logistics of the inspection Provide the ExE with materials that may be useful to them on the inspection 	<ul style="list-style-type: none"> Match an ExE with the requisite lived experience, skills and training to undertake the activity. Provide contact details for, and a pen profile* of, the ExE to the lead inspector. 9. <ul style="list-style-type: none"> Arrange any necessary travel and accommodation for the ExE. Arrange support worker/s for the ExE if required. Provide the ExE with materials in alternative formats if required and arrange any other reasonable adjustments required by the ExE 10. <ul style="list-style-type: none"> Inform the CQC inspection manager of any additional support needs the ExE may have on inspection which may require reasonable adjustments to be made during the inspection

		<p>11.</p> <ul style="list-style-type: none"> Ensure that the ExE has no conflicts of interest before taking part in the inspection. (<i>For further information see Annex 6 CQC Declaration of Interest and Resolution of Conflicts policy</i>) <p>12.</p> <ul style="list-style-type: none"> <u>Ensure that the ExE are adequately supported in respect of their well-being and welfare and are fit to attend inspections.</u>
During inspection	<ul style="list-style-type: none"> Meet the ExE at the agreed time and place prior to commencement of the site visit Introduce the ExE to the registered manager/responsible individual prior to commencement of the inspection Be available during the site visit should the ExE need to report a safeguarding issue or requires support <p>13.</p> <ul style="list-style-type: none"> Liaise with the ExE throughout the inspection to review plan/expectations. <p>14.</p>	<ul style="list-style-type: none"> Be available to provide management and support to the ExE if required for the duration of the inspection.
Post inspection activity	<ul style="list-style-type: none"> Follow up and communicate with the contractor, any concerns highlighted during the inspection in respect of the ExE 	<ul style="list-style-type: none"> Ensure the ExE accurately writes up their notes/report and: <p>15.</p> <ul style="list-style-type: none"> ○ emails them to the lead inspector within 5 working days (ASC site visits only). <p>16.</p> <ul style="list-style-type: none"> ○ hands them to the inspector at the end of the inspection day (Hospitals)

		<ul style="list-style-type: none"> • Provide the ExE with a telephone de-briefing and if required managerial support (this may include emotional support). <p>17.</p> <ul style="list-style-type: none"> • Provide any necessary support to the ExE to email their accurate notes/report to the lead inspector as required. <ul style="list-style-type: none"> • Ensure the ExE completes a post inspection feedback form <p>18.</p> <ul style="list-style-type: none"> • Ensure that the ExE are adequately supported in respect of their well-being and welfare after attending inspections.
The Contractor must ensure the secure handling of data throughout the activities		

*Please refer to Annex 1 for more information on pen profiles

Community- based inspection

Table 3 – Community-based inspection (by telephone call) – detail of inspection activity

Community-based ExE support to inspections includes the activities that happen before, during and after the inspection. The inspection will usually involve making contact with people who use the service and their carers via remote means e.g. telephone calls but may also involve other means of remote communication and face-to-face contact with the staff employed by the service.

Activity	CQC's responsibilities	Contractor's responsibilities
Pre-inspection	<ul style="list-style-type: none"> • Request an ExE with the appropriate experience 19. • Provide the ExE with a pre-briefing of no longer than 1 hour by telephone or email. This will include: <ul style="list-style-type: none"> • Details about the inspection approach and areas which the ExE should focus on • Questions that the inspector wishes the ExE to ask • Confirmation of the hours and logistics of the inspection. • Contact people using the service (or their carers) by letter or other means in advance informing them that they may receive a call from an ExE about the service. • Provide the required information to ExE to enable them to carry out telephone interviews 	<ul style="list-style-type: none"> • Allocate ExE with the requisite lived experience and training to undertake the activity. • Provide contact details for, and a pen profile of, the ExE to the lead inspector. 20. • Arrange any necessary travel and accommodation for the ExE. 21. • Arrange support worker/s for the ExE if required. 22. • 23. Provide the ExE with materials in alternative formats if required and arrange any other reasonable adjustments required by the ExE. • Inform the CQC inspection manager of any additional support needs the ExE may have on inspection which may require reasonable adjustments to be made during the inspection

		<ul style="list-style-type: none"> • Ensure that the ExE has no conflicts of interest before taking part in the inspection. (<i>For further information see Annex 6: CQC Declaration of Interest and Resolution of Conflicts policy</i>) 24. • <u>Ensure that the ExE are adequately supported in respect of their well-being and welfare and are fit to attend inspections.</u>
Inspection activity	<ul style="list-style-type: none"> • Ensure that there is an inspector on call to address any safeguarding issues that arise from the telephone calls 	<ul style="list-style-type: none"> • Ensure the ExE calls the required maximum number of people as specified by the Inspector (the target is up to 20 successful calls). • Be available to provide management and support to the ExE if required for the duration of the inspection.
Post inspection activity	<ul style="list-style-type: none"> • Follow up and communicate with the contractor, any concerns highlighted during the inspection in respect of the ExE 	<ul style="list-style-type: none"> • Provide the ExE with a telephone de-briefing and if required managerial support (this may include emotional support). 25. • Ensure the ExE accurately writes up their notes/report within 5 working days and emails them to the lead inspector as required by them. • Review ExE report for accuracy and quality • Ensure the ExE completes a post inspection feedback form. 26. • Ensure that the ExE are adequately supported in respect of their well-being and welfare after attending inspections. 27.

The Contractor must ensure the secure handling of data throughout the activities

Table 4: Breakdown of inspection activity by service types

The methodology for support to inspections varies depending on the type of service. Table 4 sets out the activities undertaken across the different services. Please note the methodology for Thematic and Local System Reviews may involve a combination of the methods in the table below.

Type of service	No. of ExE	Pre-Inspection activity	Method	Post inspection activity
Residential social care: <ul style="list-style-type: none"> Care home service with nursing Care home service without nursing Specialist college service 	1	Review previous report and inspection plan	Site visit	Report writing (to be provided by email within 5 working days), feedback form*
Community based adult social care services: <ul style="list-style-type: none"> Community based services for people with a learning disability Domiciliary care services Extra care housing services Shared Lives – supported living services 	1	Review previous report and inspection plan	Phone calls/remote engagement and occasional site visit	Report writing (to be provided by email within 5 working days), feedback form*
Mental health community and/or hospital (NHS) <ul style="list-style-type: none"> Hospital and community based health or medical services for people with mental health needs, learning disabilities and problems with substance misuse and mental health services for children and adolescents (CAMHS) 28.	Up to 7	Briefing call and data pack review	Site visit/phone calls Currently Hospital inspections range between 1 and 3 days	Submission of accurate notes (at the end of the inspection day) and feedback form*
Mental health community and/or hospital (independent): <ul style="list-style-type: none"> Independent providers from hospital and 	1	Briefing call and data pack review	Site visit/phone calls	Submission of accurate notes and feedback form*

community based health or medical services for people with mental health needs, learning disabilities and problems with substance misuse and mental health services for children and adolescents (CAMHS)				
Acute hospital services <ul style="list-style-type: none"> NHS specialist/non specialist 29. Independent specialist/non specialist	Up to 2	Briefing call and data pack review	Site visit	Submission of accurate notes and feedback form*
<ul style="list-style-type: none"> Hospices 	1	Review previous report and inspection plan	Site visit	Submission of accurate notes and feedback form*
Community substance misuse: <ul style="list-style-type: none"> Community based services for people who misuse substances 	1	Briefing call and data pack review	Site visit/phone calls	Submission of accurate notes and feedback form*
Residential substance misuse: <ul style="list-style-type: none"> Residential substance misuse treatment and/or rehabilitation service 	1	Briefing call and data pack review	Site visit	Submission of accurate notes and feedback form*
Mental Health Act reviews	1	Briefing call and review materials	Site visit	Report writing, feedback form*
Registration assessment	1	Review of plan and pre-briefing with CQC assessor	Site visit and or review of documentation	Report writing, feedback form*

***ExE Feedback forms must be submitted no later than 7 working days after the inspection/event**

Table 5: Types of ExE required for inspection support

In line with the key principles of the ExE programme, ExE allocated to support inspections of different services **must** have the relevant service experience. Table 5 describes the Experience types required for each of the services where ExE provide support.

N.B. The ExE types required may change over time and The Contractor may be required to recruit additional ExE or change the available pool of ExE types to meet the needs of The Authority.

Type of service	ExE types
Residential social care: <ul style="list-style-type: none"> Care home service with nursing Care home service without nursing Specialist college service 	<ul style="list-style-type: none"> Primary family carer of an older person who has experience of using the relevant service/s Primary family carer of a person with dementia who has experience of using the relevant service/s Primary family carer of a person with a severe/complex learning disability who has experience of using the relevant service/s Person who has a learning disability or autistic spectrum disorder who has experience of using the relevant service/s Person with a physical impairment who has experience of using the relevant service/s Person with a sensory impairment who has experience of using the relevant service/s Person with a mental health condition who has experience of using the relevant service/s 30.
Community based adult social care services: <ul style="list-style-type: none"> Community based services for people with a learning disability Domiciliary care services (DCA) Extra care housing services Shared Lives – supported living services 	<ul style="list-style-type: none"> Older person/older person with dementia who has experience of using the relevant service/s Primary family carer of an older person/older person with dementia who has experience of using the relevant service/s Primary family carer of a person who has a learning disability or autistic spectrum disorder who has experience of using the relevant service/s Person who has a learning disability or autistic spectrum disorder who has experience of using the relevant service/s

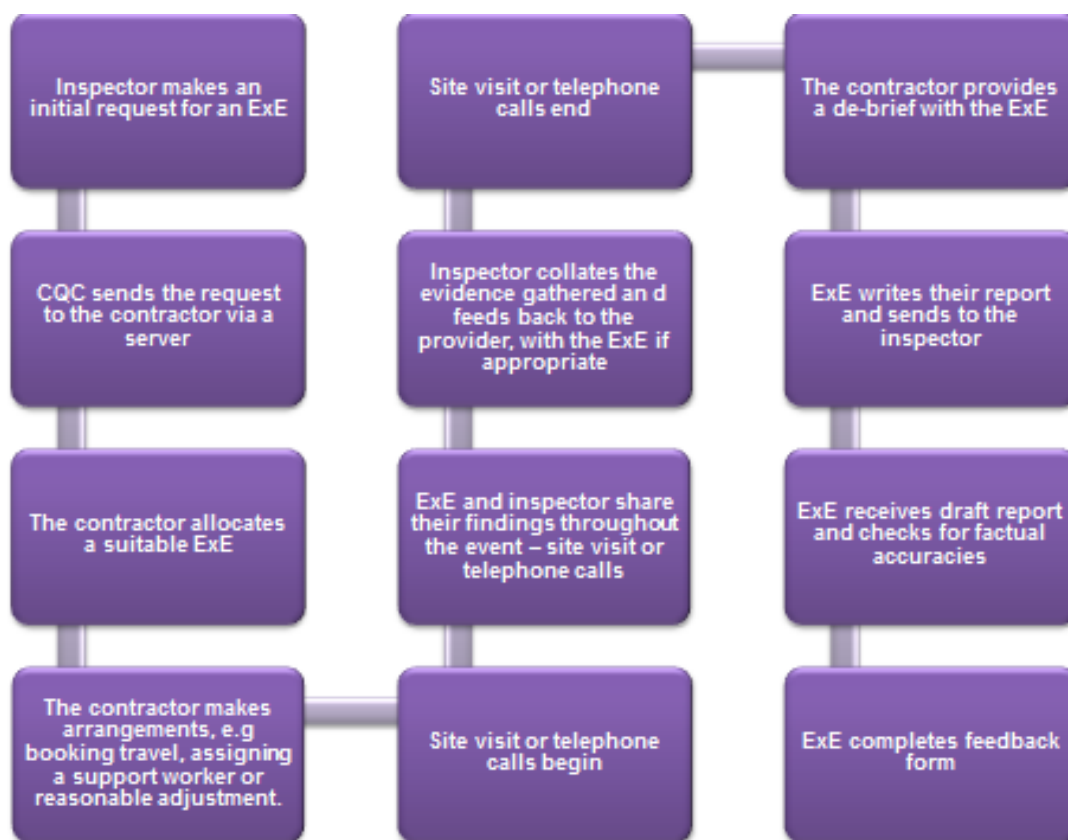
	<ul style="list-style-type: none"> • Person with a physical impairment who has experience of using the relevant service/s • Person with a sensory impairment who has experience of using the relevant service/s • Person with a mental health condition who has experience of using the relevant service/s <p>31.</p>
<p>Mental health community and/or hospital (NHS)</p> <ul style="list-style-type: none"> • Hospital and community based health or medical services for people with mental health needs, learning disabilities and problems with substance misuse and mental health services for children and adolescents (CAMHS) <p>Mental health community and/or hospital (independent):</p> <ul style="list-style-type: none"> • Independent providers from hospital and community based health or medical services for people with mental health needs, learning disabilities and problems with substance misuse and mental health services for children and adolescents (CAMHS) 	<ul style="list-style-type: none"> • Person with a learning disability who has experience of using the relevant service/s • Person who has experience of using the relevant service/s • Children and young person (or a primary family carer of) who has experience of using the relevant service/s • Person with experience of detention under the Mental Health Act • Person with an eating disorder • Person who has experience of using substance misuse services • Person who has experience of using Mental health community and/or hospital services <p>32.</p> <p>33.</p>
<p>Acute hospital services</p> <ul style="list-style-type: none"> • NHS specialist/non specialist • Independent specialist/non specialist 	<p>Experience of using Acute Hospital services and one of the following:</p> <ul style="list-style-type: none"> • Primary family carer of an older person who has experience of using residential/DCA services • Primary family carer of a person with dementia who has experience of using

	<p>residential/DCA services</p> <ul style="list-style-type: none"> • Primary family carer of a person with a severe/complex learning disability who has experience of using residential/DCA services • Primary family carer of a person with dementia who has experience of using residential/DCA services • Person with a physical impairment who has who has experience of using residential/DCA services • Person with a sensory impairment who has who has experience of using residential/DCA services • Person with a mental health condition who has experience of using the relevant service/s
Hospices	<ul style="list-style-type: none"> • Primary family carer of a person who has experience of hospice services <p>34.</p>
Community substance misuse: <ul style="list-style-type: none"> • Community based services for people who misuse substances 	<ul style="list-style-type: none"> • Person who has experience of substance misuse services
Residential substance misuse: <ul style="list-style-type: none"> • Residential substance misuse treatment and/or rehabilitation service 	<ul style="list-style-type: none"> • Person who has experience of substance misuse services
Mental Health Act reviews	<ul style="list-style-type: none"> • Person who has experience of being detained under the Mental Health Act
Registration assessment	<ul style="list-style-type: none"> • Person with a learning disability who has experience of using residential/DCA services • Primary family carer of a person with a severe/complex learning disability who has used residential/DCA services • Person who has a learning disability or autistic spectrum disorder who has used residential/DCA services • Person with an acquired brain injury

*please see **Annex 1 – The work of CQC and the role that ExE play** for more information about pen profiles.

Illustration 2 shows an overview of the typical business process behind the ExE deployment to an inspection.

Illustration 2 – ExE deployment to inspection



Note: ExE may occasionally receive the draft report (from inspectors) to review, however this is NOT a requirement.

Please refer to section 3.1 Service Levels for further information
- Notice periods – ExE requests for timeframes)

2.1.2 ExE support to CQC co-production

CQC uses co-production and advisory groups to bring together a wide range of knowledge about the individual sectors and about the needs of people who use these services. These groups inform the development and implementation of CQC's regulation.

Experts by Experience support co-production by attending these meetings alongside CQC inspection and policy teams, providers of services and representatives from the voluntary and community sector. They can also be groups made up of just Experts by Experience, or with other public representatives.

The views and experiences of ExE and other stakeholders help CQC develop policies and methodologies and to do its job properly.

CQC would anticipate that a single day event would be normally be no more than 6 hours and in certain circumstances may require ad hoc contribution that will not involve participation in a full day event.

There will typically be six ExE per co-production event; the maximum number of ExE per co-production events is 30. The ExE(s) allocated to co-production will have experience of the relevant service area e.g. Adult Social Care. Please refer to [Section 3. Service levels & volumes](#) for further information.

Co-production ExE activity may include:

- Attendance at meetings and workshops, e.g. sector-based co-production groups, advisory panels
- Telephone conferences
- Online activities (from home), e.g. providing views and comments on consultations, methods and guidance development and reviewing public information materials.

The ExE who take on this role will need to be confident in participating in group discussions with providers and senior leaders from a range of organisations. Their role at these meetings is to represent the views of people who use services, and their carer's, as well as their own personal lived experience. They might be asked to comment on policies, methods, publications and tools alongside other development projects.

2.1.3 ExE support to CQC staff training

ExE provide valuable support to CQC staff training, supporting the delivery of CQC staff training by speaking about their experiences of care and their role as an ExE.

Support to CQC employee training activities may include:

- An ExE attending a CQC staff induction or training session and delivering a presentation to CQC staff during their induction about the role of an ExE
- Taking part in discussions and group working during training events
- Contributing to training materials, such as taking part in the production of videos that are used for CQC staff training.

2.1.4 ExE support to external speaking engagements

ExE provide valuable support to CQC's programme of external speaking engagements by delivering presentations about the role of CQC, the role of ExEs and/or their experiences of using care

services.

Further information about the above can be found in:

- ***Annex 1 – The work of CQC and the role that ExE play***
- [Section 3. Service Levels & Volumes.](#)

2.1.5 ExE support to CQC staff recruitment

ExE provide valuable support to CQC staff recruitment, supporting the recruitment of CQC staff as part of an interview panel.

Support to CQC recruitment activities may include:

- Shortlisting of applications
- Taking part in individual interviews as part of a CQC recruitment panel
- Taking part in a meeting to discuss and moderate scoring of individual interviews
- ExE time is requested on an hourly basis and may vary depending on the training event requirements.

2.1.6 Diversity targets for Experts by Experience contract 2020-2023

As articulated in the requirement section 2.0, CQC requires a Contractor that can deliver a flexible workforce that demonstrates diversity to include the protected characteristics described under the ***Equality Act 2010***. CQC will expect any sourcing strategy to reflect the attainment of regional and national diversity targets.

CQC has identified specific diversity targets which we feel are reflective of people using the services we regulate. The targets set out below illustrate a community of ExE that would encompass the required experiences and be reflective of the national population.

Suppliers are asked to develop their resource base in line with these targets, meeting the corresponding Key Performance Indicators set out in [Section 9. Key Performance Indicators](#)

Table 6 – Diversity Targets

Characteristic	Requirement - ExE	Region	Target minimum % of ExE with this characteristic

			after 2 years
Ethnicity	From a Black or minority ethnic background	North	9
	From a Black or minority ethnic background	Central	12
	From a Black or minority ethnic background	London	35
	From a Black or minority ethnic background	South	7
	ExE for mental health inspections – from a Black or minority ethnic background	National target overall	20
Sexual orientation	Identifies as lesbian, gay or bisexual	North	3
	Identifies as lesbian, gay or bisexual	Central	2
	Identifies as lesbian, gay or bisexual	London	4
	Identifies as lesbian, gay or bisexual	South	3
Age	ExE for mental health inspections – under 35 years old	In each region	30
	ExE with a learning disability – under 35 years old	In each region	30
Gender	Female	National	In range 50-65%
	Male	National	In range 35-50%
	Transgender/non binary	National	10 people

2.2 ADDITIONAL SERVICES B – SUPPORT TO CQC’S MONITOR AND INSIGHT FUNCTIONS

2.2.1 ExE Engagement Services to CQC Monitor and Co production and Insight functions

CQC may require the following Additional Services which will provide intelligence from:

- people from seldom heard communities,
- people with protected characteristics,
- people made vulnerable by their circumstances about their experiences of named care services and care pathways (further information can be found in our Public Engagement Strategy).

These services work will contribute to the design and development of the way we regulate.

They include:

- the provision of regular flows of information to support CQC’s intelligence-driven approach to inspection and explore identified issues in the quality of care.
- Co-production with Seldom heard and protected characteristics groups
- Recruitment of people from Seldom heard and protected characteristics groups to support CQC Co-production events
- Engagement with Seldom heard and protected characteristics groups to design and develop our future operating model and strategy
- Responsive engagement services to support Monitor in a geographic area and/or with a specified population group and/or with particular regulated services.

We have provided four examples to describe this work in detail in Annex 2 Services B – Examples. These cover the following key areas of delivery:

- Continuous engagement with (CQC) identified groups
- design and deliver required engagement (including recruitment) with identified groups
- recruitment from (CQC) identified groups for existing engagement organised by CQC
- Responsive engagement services to explore identified issues in care quality at a named service/s

2.2.2 Specified Population groups

CQC have identified groups of people who may find it more difficult to have their voices heard, and/or have little knowledge or

understanding of how or why they should contact CQC. These groups are listed below.

It is intended that the monitoring, co-production and insight services required from this contract will form the primary mechanism by which CQC will assure itself that it is receiving intelligence about the quality of care from these groups and engaging in co-production activity with them.

Below is a non-exhaustive list of the identified groups. These groups may change over time and there may be specific requirements to focus on gathering intelligence from a particular group or groups, depending on geographic location:

- people who are vulnerable as a result of their circumstances – with a focus on:
 - people with experience of the criminal justice system
 - people experiencing homelessness
 - sex workers
 - gypsies and travellers
 - people with drug and alcohol problems
- people from minority ethnic communities, particularly people whose first language is not English
- asylum seekers and refugees
- people from LGBT communities
- people with physical/sensory disabilities,
- children and young people with health needs, including mental health and care needs
- people with mental health issues, including those with experiences of detention under the Mental Health Act
- people with a learning disability and/or autism
- older people with complex health needs or who lack capacity, using primary and home care, and those subject to deprivation of liberty safeguards

2.2.3 Flexibility

The Contractor will develop a workforce which encompasses persons with protected characteristics and reflects both the national and local population.

In addition to delivering a diverse workforce which embodies the core principle of CQC Experts by Experience* and the attainment of Diversity targets set out in **Section 2.1.1 Table 4 - Types of ExE**, the Contractor will be expected to maintain and refresh the ExE resource, recruiting ExE with the required skills and experience to meet changes to demand resulting from regulatory requirements and the health and social care landscape.

CQC will support the Contractor in being reactive and flexible, through partnership working facilitated by routine contract management to ensure the service is able to adapt to changes to requirements to meet shifts in policy and CQC's strategic approach.

*For information about the core principle of CQC Experts by Experience programme: please see ***Annex 1 – The work of CQC and the role that ExE play.***

2.2.4 Services B – Ordering of Additional Services

During the life of the Contract, including any period(s) of extension(s), CQC may require the Contractor to provide the Additional Services as described in this Statement of Requirements in any of the following circumstances:

- (i) if CQC considers that the Additional Services are required on the basis of the outcome or in relation to Core Services - A, and any or recommendations or identified requirements; or
- (ii) if CQC considers that the Additional Services are required irrespective of any outcome of Core Services-A or independently of Core Services A.

In the event that CQC requires the Additional Services, it will provide the Contractor with a Statement of Work with the same or a similar description to any of the Services B - Examples/scenarios contained in Annex 2 of this ITT Part B.

CQC will issue an order of the Additional Services using the Form of Statement of Works appended to Schedule 11 of the Contract.

Payment in respect of any Statement of Work for any Additional Services will be made by CQC in accordance with Annex B of the Pricing Schedule 3.

3. Service Levels & Volumes

3.1 Service Levels

Notice periods – ExE requests

CQC currently carries out scheduled, responsive, urgent and thematic inspections and undertakes Co-production and engagement activities.

The table below illustrates the typical notice periods for requests for services. Occasionally request notice periods may vary from those set out in the table below, in these instances the performance will be measured against the KPI applicable to the notice period given.

Where an ExE event needs to be moved to an alternative inspection location (appropriate to the ExE type), postponed or brought forward, the inspector will issue an amendment via the CQC Enterprise Resource Planning System (ERPS) – **see Section 3.3.1**.

An amendment is then treated as a new request for the purposes of measuring and reporting KPIs. If the amendment gives less than the minimum notice for a new request, it will be discounted for KPI purposes.

Events fulfilled outside of KPI must be reported as such alongside other KPI data.

Table 7 - notice periods

Event type	Typical Request notice periods	Description
Scheduled Inspection	Typically of 20 working days' notice	The inspection is part of the scheduled programme of inspections and the date is planned with a longer period of advance notice.
Responsive Inspection	Typically 10 to 19 working days' notice	The inspection is in response to, or has been brought forward due to, intelligence received about the service. For example where intelligence indicates a risk to, or concerns about the safety of, people using a service.
Urgent Inspection	Typically 2 to 9 working days' notice	The inspection is in response to, or has been brought forward at short notice due to, high risk intelligence received about the service. For example where people using the service may be at risk from harm.
Thematic inspections	Typically 20 working days' notice but 6-12 weeks' notice (12 weeks minimum if sourcing required for additional ExE	A programme of themed inspections to investigate a particular theme or type/s of service. These are usually scheduled with a longer period of advance notice. Occasionally these may be shorter notice and in these

	type)	cases the KPI corresponding to the notice given will apply
CQC Co-production events	Typically a minimum of 10 working days' notice	Co-production events are usually face to face meetings organised by CQC with CQC inspection and policy staff, providers of services and ExE to discuss and develop CQC policies and procedures. However events could also take place online and by teleconference.
CQC Staff training events	Typically a minimum of 10 working days' notice	CQC staff training events usually require an ExE presenting/speaking about their role to CQC staff
CQC staff recruitment support	Typically a minimum of 10 working days' notice	CQC staff recruitment events usually require an ExE carrying out shortlisting and taking part in interviews as part of a panel.
CQC speaking engagement events	Typically a minimum of working 10 days' notice	CQC speaking engagement events usually require an ExE presenting/speaking about the role of CQC, their role, or their experiences of using care services to a variety of external audiences.
Continuous engagement with (CQC) identified groups	N/A	The requirement is for an ongoing supply of intelligence about people's experiences of care which to an extent requires ongoing engagement.
Design and deliver required engagement (including recruitment) with identified groups	Brief provided to CQC - within 7 working days Delivery, including report - 20 working days	The Contractor will design and deliver required engagement, including recruitment from Seldom Heard communities and individuals made vulnerable through their circumstances. These events are usually face to face meetings, but we would welcome innovation in this area.
Recruitment from (CQC) identified groups for existing engagement	Typically a minimum of 15 working days' notice	The Contractor will recruit from Seldom Heard communities and individuals made vulnerable through their circumstances for existing engagement organised by CQC.

organised by CQC		
Responsive engagement services to explore identified issues in care quality at a named service/s	Typically a minimum of 10 working days' notice	The Contractor will design and deliver engagement with people who are seldom heard and/or vulnerable due to their circumstances, in response to specific, unique requests from CQC inspection teams to help gather more intelligence about people's experiences of care at a named health or social care service. These events are usually face to face meetings, but we would welcome innovation in this area.

N.B. Tenderers will be expected to submit their proposals for cancellations in the ***Annex 4 of schedule 1 – Statement of Requirements***.

3.2 Volumes

3.2.1 Services to inspection

CQC requires ExE services to the types of inspection set out in the table below. The table provides the volumes of inspections per year for the first two years of the contract.

The volumes have been calculated looking at historical use of ExE over the past two years, comparing with the profile of services to be inspected in 2018/19 and taking into account the changes to the way we regulate and inspect as we become more intelligence led, risk focused and responsive to changes in quality of care. We also applied assumptions based where we know ExE will most add value to the inspection team.

Historical information on the ExE service volumes can be found in ***Annex 1 – The work of CQC and the role that ExE play***.

Table 8 – Volumes of inspection events (NB. 1 event equals 1 x 8.5 hours)

Sector	Inspection category	Central events	London events	North events	South events	Total events
ASC	Residential social care	1610	500	1370	1505	4985
ASC	Community based adult social care services	675	450	580	650	2355
NHS	MH	224	123	216	208	771

Independent	MH	49	27	47	45	168
NHS (ED & medical)	Acute	46	25	44	43	158
NHS (EofLC)	Community	23	13	22	22	80
MHA	MHA visits	44	24	42	41	151
Registration		17	13	17	17	64
Thematic reviews						50
Local system reviews						
TOTAL						8782

N.B. Any additional ExE services to Thematic Inspections and Local System Reviews will be taken from the sector volumes set out above.

3.2.2 ExE services to co-production

We require ExE across all population groups, and with varied experiences of using different services to attend our co-production and advisory group structures which are phased throughout the year.

Our existing group structures are as follows, though the number of events and sector may change over the life of this contract:

Table 9 - Volume of services to co-production

Sector	Number of events per annum	Number of ExE per event	Total number of Events
Cross sector	12	6	72
Thematic	6	2	12
ASC	6	6	36
GP	4	4	16
Dental	2	2	4
Hospitals	4	6	24
CQC publication review	6	3	18

3.2.3 ExE services to CQC staff training

We require ExE across all population groups, and with varied experiences of using different services to deliver presentations at CQC staff training events throughout the year.

Table 10 – Volume of services to CQC staff training and

Type	Number of events per annum	Number of ExE per event	Total number of Events
CQC staff training	6	1	6
CQC staff recruitment	20	1	20

3.2.4 ExE services to external speaking engagements

We require ExE across all population groups, and with varied experiences of using different services to deliver presentations at CQC staff training events throughout the year.

We require ExE across all population groups to attend events throughout the year on CQCs behalf.

Table 11 – Volume of services to external speaking and attendance of events

Type	Number of events per annum	Number of ExE per event	Total number of Events
External speaking engagements	6	1	6
Attendance at events on CQCs behalf	6	2	12

3.2.5 Additional Services B - Services to CQC Monitor and Insight functions

- Continuous engagement with (CQC) identified groups
- design and deliver required engagement (including recruitment) with identified groups
- recruitment from (CQC) identified groups for existing engagement activity organised by CQC
- Responsive engagement services to explore identified issues in care quality at a named service/s

3.2.6 Reviews and Modifications.**3.2.6.1 Review and Modification of the Services and Contract**

During the life of the Contract including any period(s) of extension(s),

CQC reserves the right to modify the Services as described in this Statement of Requirements, Core Services A and Additional Services B relying on Regulation 72 (1)(a) of the Public Contracts Regulations 2015, without a new procurement irrespective of the monetary value of the modification. Any modification of the Contract will be undertaken by variation in accordance with clause F3 “Variation” of the Contract.

3.3 Deployment of the contract

The Contractor will be expected to agree the plan for mobilisation and contract deployment with CQC. This plan must achieve full mobilisation within three months of contract commencement.

Any changes to requirements that arise during the life of the contract which may require additional mobilisation will be negotiated and agreed with the Contractor.

The contractor will need to demonstrate through its mobilisation plan:

- Flexibility - volumes and ExE experience requirements may differ through the life of the contract based on inspection regime change
- Training plan for induction, refresher training (as required) and ongoing training of ExE delivering the service
- The ability to engage and develop networks with other organisations for effective service delivery
- The ability to achieve social value through delivery of the contract
- Continuous evaluation and improvement
- Mechanisms to achieve and maintain value for money

3.3.1 Allocation and assignment of Events

CQC uses an Enterprise Resource Planning System (ERPS) to manage requests. It would be expected that contractor engages with this system, only accepting event requests that come via this CQC system.

CQC will review the volumes and type of ExE required for events at quarterly intervals and the Contractor will be informed of any changes to requirements through monthly contract monitoring meetings.

The Contractor will allocate ExE resources to activities through the ERPS.

The Contractor will ensure that all events have identified ExE allocated in line with Key Performance Indicators (KPIs).

At the point of allocation, the Contractor is required to make a pen profile of the allocated ExE available to the inspector via secure means.

For CQC's approach to travel & subsistence and hotel booking see instruction to bidders in ITT Part One (a) Tenderer Response, schedule 2 – Pricing Schedule.

4. Financials

In the commercial section you will be expected to set out your price for:

- Set up costs for year one
- Anticipated sickness, pension and annual leave for your ExE
- Estimated travel and subsistence costs for travel per event per region.
- Costs for assistance and support to ExE
- Support worker costs
- Phone Costs for community inspection support – Tenderers will need to identify the maximum per event (ExE should speak with 20 people for a Community based inspection)
- Tenderers will need to identify potential changes to fixed costs based on volumes decreases or increases within the commercial section.
- All tenderers financial models must include VAT

4.1 Cost envelope

Cost Envelope Range
£3.5 - £3.8 million per annum (inclusive of VAT)
CQC has identified the “optimum range” for these services as being £3.5m to £3.8m per annum (inclusive of VAT).
Please refer to Part A for further information.

5. Length of Contract

Anticipated Commencement Date*	Anticipated End Date	Extension (If Applicable)
April 2020	March 2023	Option to extend up to 24 months (12 months x 2)

		Subject to negotiations and Government approvals
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6. Authority's Responsibilities

CQC will:

- Provide a dedicated point of contact for contract management support.
- Ensure attendance and delivery of contract management and service delivery meetings.
- Provide forecast and review of volumes.
- Measure quality of the ExE service through completion of post event feedback forms to be completed by CQC staff and analysed and reported on by CQC as part of the contract management process.
- Measure Contractor performance in relation to the management and support of ExE through a six monthly (anonymous) survey made accessible to all ExE.
- Provide management of requests for services to the required volumes in line with the contract.
- Provide necessary training materials, handbook, guidance and support to enable the Contractor to deliver training and deployment of ExE to inspection activities, and materials for training.
- Provide sufficient materials, skills and expertise in readiness for the contract.
- Provide a report template for the Contractor to report on report accuracy and quality in line with KPIs **22. and 23. - ExE report accuracy and quality**
- Provide regular briefing and updates.
- Provide the detailed inspection request for the support of appropriately skilled and experienced ExE to inspection and other activities within the service level agreements specified in the contract.
- Provide sign-off of the Contractor's training programme and trainers as being fit to train.
- Quality assure training through (limited) co-delivery of face to face training.
- Provide requests to volume in line with the contract term.
- Provide the allocated ExE with necessary additional information in advance of the event. This will include as a minimum:
 - details about the activity

- confirmation of the start and finish times and logistics of the activity
- joining instructions
- Provide the ExE with materials that may be useful to them for the activity.
- Conduct surveys across the workforce including ExE.
- Work with the Contractor to assess the impact of any training.
- Update the Contractor on trends and information which may assist ensuring ExE are suitably trained and skilled.
- State the amount of time required from the ExE for each event.
- Provide supervisory support to ExE during inspection activity.
- Provide a named contact for the ExE during other non-inspection activities.
- Ensure all required payments are made promptly in line with the contract.
- Where the Authority knows of individuals that represent a risk to people who use services, the Authority will, where necessary, through application of CQCs Information Sharing policy and guidance, advise the Contractor of this fact should the individual apply to take part in the programme.

7. Contractor's Responsibilities

The Contractor must be able to adhere to the Government Commercial Functions - Supplier Code of Conduct.

The Contractor(s) will be responsible for ensuring that ExE deliver their activities in line with the requirement and in accordance with the terms and condition of the contract.

These responsibilities are in addition to those outlined in Section 2.1.

7.1 Employee Liability Information ("ELI")

CQC currently has 4 national contracts for the provision of ExE services. These contracts were let to provide types of experts on a regional basis. The table below shows the current profile and number of EXE and admin staff provided by each contractor

Detailed ELI information can be found in ***Annex 4 - Employee Liability Information***

7.2 The Contractor must adhere to the Government Commercial Function - Supplier Code of Conduct

This code exists to help Contractors understand the standards and behaviors that are expected when you work with government, and

how they can help the government deliver for taxpayers.

<https://www.gov.uk/government/publications/supplier-code-of-conduct>

7.3 Business Processes

- The contractor will be required to interface with CQC via secure means, which may include Microsoft Office 365 secure interface/weblink.
- Provision upon request of timesheets for Experts by Experience timesheets verified and signed by the lead inspector.
- Timely provision of the detailed activity claim and KPI report - no later than the 14th of the preceding month of activity.
- Timely invoicing within 14 days of agreement of the KPI Report at Monthly Contract Meeting.
- Timely provision of Insight and intelligence reports as set out in the requirement, no later than the 14th day of the month following the relevant quarter.
- Timely provision of Responsive Intelligence reports, no later than 15 working days after the request was made.
- Payment of sub-contractors or the Experts by Experience within 30 days from the receipt of a valid invoice
- The Contractor must comply with CQC's Information Security and Governance Policy.
- The Contractor must have a policy on how the Contractor or its supply chain will interact with and support the Experts by Experience on a regular basis to maintain their wellbeing and welfare.
- The Contractor must comply with Data Protection Legislation as defined in the terms and conditions of the contract.
- The Contractor must produce and deliver a plan to comply with GDPR, in line with the corresponding Key Performance Indicator.

7.4 Recruitment and Training

- The Contractor will carry out appropriate background, Disclosure and Barring Service checks ("DBS") and risk assessments.
- The Contractor will ensure that the ExE has no conflicts of

interest before taking part in the inspection in line with CQCs policy (***For further information see Annex 6 CQC Declaration of Interest and Resolution of Conflicts policy***).

- The Contractor will be responsible for ensuring that ExE are fully trained to enable their deployment to events.
- Face to face training must be delivered by the Contractor, in line with the training guidance materials provided by CQC. Training must cover the following essential modules:
 - CQC Values;
 - Inspections and report writing;
 - Separate telephone training (does not need to be for all ExE);
 - Participation in workshops, public speaking, facilitation, participation as a trainer in training events;
 - Safeguarding;
 - Equality and Human Rights; and
 - Information security.

This is to ensure they can deliver their activities effectively and to the Key Performance Indicators set out in [Section 9. Key Performance Indicators](#)

- The Contractor will meet the diversity targets articulated in Section 2.1.6
- [Diversity targets for Experts by Experience Contract 2020 - 2023](#) and in line with [Section 9.D Key Performance Indicators](#)
- The Contractor will be required to ensure that their training of ExE considers any changes to requirement as a result of changes to policy.
- To ensure the service can be delivered to the required standard, the Contractor must undertake any required reasonable adjustments to ensure ExE are able to ExE to fulfil their training e.g. materials in appropriate accessible formats.

7.5 Management and support of ExE

The Contractor will be responsible for ensuring the deployment of ExE in respect of carrying out their role and responsibilities, creating a sourcing strategy that embraces diversity and the use of those with protected characteristics.

The sourcing strategy should be underpinned by appropriate employment policies which demonstrate compliance with current legislation.

The relevant documentation should be provided as part of the tender submission as referenced in the instructions to tenderers. The sourcing strategy should facilitate the following:

- Recruitment of a diverse workforce;
- People, who are appropriately experienced, trained and

skilled to form a workforce that ensures quality delivery of services;

- Equal access to personal development to assist people in achieving their personal aspirations;
- The Contractor must provide resource management which supports the health, wellbeing and welfare of ExE through application of appropriate policies and procedures, including post event de-briefing for all events;
- Support of individuals within diverse workforce to participate on an equal basis with their peers, including reasonable adjustments; and
- Communication channels which allow individual ExE to raise issues and concerns confidently and confidentially with you as the prime Contractor irrespective of either the direct or indirect relationship. This must include a mechanism whereby ExE can raise issues and concerns anonymously where required and/or share their experiences.

The Contractor will be able to carry out its duty regarding ExE welfare and wellbeing in relation to frequency of inspection activity undertaken by individual ExE by ensuring individual ExE do not exceed the maximum frequency for inspection activity (two per month).

The Contractor will be able to ensure a fair distribution of activity (ExE experience and requested activity permitting).

The Contractor will be able to demonstrate an understanding of the different support needs of individual ExE and the ability to manage and support ExE to carry out their role e.g. providing a support worker to enable an ExE to carry out their role on inspection.

The Contractor will have a mechanism or mechanisms to evaluate the quality of ExE reports, including but not limited to accuracy, grammar, plagiarism and repetition. Please refer to KPIs 22 and 23 for further information.

In the event of a termination of the employment of an individual ExE, the Contractor must carry out a formal, documented exit interview to be provided to CQC upon request.

7.6 Measuring support of ExE

The Contractor will be required to ensure feedback is provided by the ExE after each event, to evidence its impact.

The Contractor will develop an independent work satisfaction survey to be issued at six-monthly intervals, the content of which will be agreed prior to issue.

7.7 Concerns Complaints and compliments

Intelligence about ExE and Contractor performance can come from a number of sources. This may include positive feedback and concerns or complaints.

CQC will provide feedback to the Contractor which, if appropriate, should be shared with ExE.

CQC will expect the Contractor to participate in responses to complaints that involve the Experts by Experience service.

These can come from:

- the owners, managers or staff of services the CQC regulates;
- people who use services or their family carers or representatives;
- lead Inspectors and Registration Inspectors or their managers; and
- Experts by Experience

They can go to:

- the Contractor
- the CQC ExE Team
- the CQC National Complaints Team – external sources only.

Whether it goes first to the Contractor or CQC.

By 2 working days: -

- CQC will advise the Contractor, or the Contractor advise the CQC ExE Team within no more than two further working days

By 4 working days:

- A decision on how to proceed will be taken within two further working days, including agreeing with the Contractor on a deadline for them to report in writing to the CQC ExE Team.

By 6 working days: -

- Where the feedback is a formal complaint under the CQC National Complaints Team (NCT) procedures the CQC ExE Team will send their conclusion and outcome to the NCT within a further 14 working days.

By 20 working days:

- With formal complaints, the CQC will consider, discuss and agree the outcome, write to the complainant with the outcome of the investigation.
- This allows the ExE Team, through CQC procedures, to respond within CQC's deadline of 30 calendar days for a

complaints investigation.

The handling of complaints will be dealt with in line with the T&Cs of the contract. Ultimately the Contractor obligation is to work with CQC to resolve complaints.

CQC's Complaints Policy can be found here:

<http://www.cqc.org.uk/content/complain-about-cqc>

http://www.cqc.org.uk/sites/default/files/documents/20110912_cqc_complaints.pdf

8. Contract Management Arrangement

8.1 Contract Management Meetings

- Provide a dedicated point of contact for contract management support.
- Ensure attendance and delivery of contract management and service delivery meetings.

CQC will meet with the Contractor for regular contract management meetings to discuss the Contractor performance, as follows:

- (a) Monthly monitoring meeting – scorecards/KPIs
- (b) Quarterly review meeting – performance review
- (c) Half yearly strategic meeting – include Contractor engagement with a deputy chief inspector
- (d) Annual meeting – performance award for the whole year/open book work/retention

8.2 Contract management reporting

The Contractor must provide, at the frequency set out [Section 9: Key Performance Indicators](#):

- Detailed activity claims, presented alongside corresponding KPI performance, no later than the 14th of the month following the activity. This report must include:
 - Full detail of activities undertaken, including costs;
 - illustrating % of public transport of used as a proportion of transport method of attendance to the Events (taking into account some ExE may require reasonable adjustments); and
 - pass through costs and average cost per event type.

CQC will provide a template to facilitate this reporting.

- Report detailing complaints by type, status and handling target achievement in line with the requirement.

- Profile of workforce against ExE types and Diversity targets to include:
 1. Recruitment status;
 2. Sourcing origin e.g. Supplying partner SME;
 3. Training status;
 4. Employment length and Usage status e.g. deployed or not yet deployed;
 5. Performance status (e.g. performance under management); and
 6. Concerns and complaints (with status/outcomes).

9. Key Performance Indicators

35. Key Performance Indicators shall apply to the Contractor's work. The requisite indicators are summarised below.

- A. Volumes and deployment
- B. Reporting for Monitor and Insight
- C. Workforce - management and development
- D. Business Processes
- E. Overall KPI Performance Score

Should the Contractor's performance for any particular KPI or for the Overall KPI Performance Score fall within the "Corrective Action Notice Level", the Contractor shall be required to undertake corrective action measures in accordance with the provisions detailed within Clause F7 (Monitoring of Contract Performance) of the contract terms and conditions.

Should the Contractor's performance either (a) fall within the "Corrective Action Notice Level" for the overall KPI performance score, (b) fall within the Corrective Action Notice in relation to failing to pay its sub-contractors or the Experts by Experience within a specified period (not exceeding 30 days from the receipt of a valid invoice), (c) falls within the Required Action Notice level (i) in respect of the Overall KPI Performance Score in any three (3) consecutive months or (ii) in respect of any individual KPI with a Performance Points allocation of 2 and above within any three (3) consecutive performance reports submitted for that KPI, then the Authority shall be entitled to retain the Retention Amount relating to the preceding month with no obligation to pay the Contractor.

For more information regarding the Monitoring of Contract Performance, please refer to Clause F7 of the Terms and Conditions.

No.	KPI title	Service requirement	Reporting measurement	Review frequency	Performance target	Required action notion level 1	Corrective action notion level	points allocated to KPI
A: Volumes and Deployment								
Note: KPIs 1 – 5 apply to the following events:								

- ExE services to inspection
- ExE services to thematic and Local System Reviews
- ExE services to CQC Co production, staff training and speaker engagement events

Given CQCs move towards an intelligence led approach, scheduled inspections will be subject to reprioritisation meaning inspections can be brought forward, postponed or moved to a different location depending on the requirement to respond to risk which is informed by ongoing monitoring of services.

Therefore, CQC requires the ExE service to mirror this operating model with the ability to reschedule, relocate and expedite ExE support and the acceptance of changes to scheduled inspections up to one week before the event and the ability to deliver ExE support to Urgent inspections at short notice.

It should be noted that CQC will treat amendments/changes to requests for service as new requests at the point of change.

If the amendment gives less than the minimum notice for a new request, it will be discounted for KPI purposes.

Events fulfilled outside of KPI must be reported separately as such, alongside other KPI data.

1	Identification of a suitable ExE 10 working days prior to event commencement Timelines	All ExE Events requested 20 working days or more in advance of the commencement of the event have identified ExE no later than 10 working days prior to the Event	Percentage of Events where service requirement has been fulfilled based on actual volume	Monthly	>95%	<90%	<85%	2
2	Deployment of ExE to events requested Fulfilment	Provide ExE for all Events requested 20 working days or more in advance of event commencement	Percentage of Events where service requirement has been fulfilled based on actual volume	Monthly	>95%	<90%	<85%	3

3	Identification of a suitable ExE 5 working days prior to event commencement Timelines	All Events requested 10 – 19 working days in advance of the first day of the Event have identified ExE no later than 5 working days prior to the Event	Percentage of Events where service requirement has been fulfilled based on actual volume	Monthly	>90%	<85%	<80%	2
4	Deployment of ExE to events requested Fulfilment	Provide ExE for all Events requested 10- 19 working days or more in advance of the first day of the Event	Percentage of Events where service requirement has been fulfilled based on actual volume	Monthly	>90%	<85%	<80%	3
5	Urgent Events Fulfilment	Provide ExE for all Events requested 2 working days or more in advance of the first day of the Event	Percentage of Events where service requirement has been fulfilled based on actual volume	Monthly	>85%	<80%	<70%	2
6	Identification of a suitable Individual/s 5 working days prior to event commencement Timelines	All CQC-led insight and Coproduction Events requested 10 working days or more in advance of the commencement of the event have identified individuals no later than 5 working days prior to the Event	Percentage of Events where service requirement has been fulfilled based on MI on actual volumes 36.	Monthly	>90%	<85%	<80%	3
7	Supply of Seldom heard representatives to CQC co-production events Fulfilment	Provide representatives from seldom heard communities to all CQC-led insight and Coproduction events requested 10 working days or more in advance of the commencement of the event	Percentage of CQC-led insight and Coproduction events where representatives from seldom heard groups have been supplied by the Contractor	Monthly	>90%	<85%	<80%	3

B. Reporting for Services B

8	Reporting on regular engagement Services Monitor and Insight Timeliness	Provision of Quarterly reporting in line with the requirement section “3.2.5 Services to CQC Monitor and Insight functions” for: Continuous engagement with (CQC) identified groups	Percentage of Intelligence reports received by CQC Public Engagement team no later than the 14 th day of the month following each quarter <i>(frequency subject to change depending on the service offer)</i> .	Quarterly	>95%	<90%-	<85%	3
9	Reporting on Services B activity: Continuous engagement with (CQC) identified groups	Insights and intelligence reports provide clear, structured and actionable content in line with the requirement specification For Services B Co-production activity	Percentage of feedback, which is satisfactory or above received by CQC team/requestors of reports					
10	Design and deliver required engagement (including recruitment) with identified groups Timeliness	Provision of briefing, activity and reporting in line with the requirement section “3.2.5 and Annex 2	Percentage of Intelligence reports received by CQC on time Percentage of Insight reports received by CQC Public Engagement teams no later than 20 working days after the request was made.	Monthly	>90%	<85%	<80%	3
11	Reporting on services B (Co-production) Quality	Insights and intelligence reports provide clear, structured and actionable content in line with the requirement specification	Percentage of feedback, which is satisfactory or above received by CQC team/requestors of reports	Monthly	>90%	<85%	<80%	3

		For Services B Co-production activity						
C. Workforce - management and development								
12	Training of Experts by Experience	Provide face to face training to all ExE within 2 months of recruitment in line with Section 7 - Contractor responsibilities	Provide face to face training to all ExE within 2 months of recruitment	Monthly	>90%	<85%	<80%	2
13	Resourcing: Up to date capability and skills	ExE on role that have been deployed a minimum of once in the proceeding 6 month period to any of the services identified in the requirements	Report on volume of experts not deployed for 6 months or more; Set out on rising scale (6 months, 7, months etc.)	Monthly	>90%	<85%	<80%	2
14	A resource base that achieves the diversity targets described under <i>Section 2.1.6 of the specification Diversity</i>	Recruitment of ExE supports the achievement of the Diversity targets described in section 2.1.6 of the specification.	Measured by % against regional diversity profile Year 1: 50% Year 2: 65% Year 3: 75%	Quarterly	>95%	<90%	<80%	3
15	Deployment of ExE to events	Deployment of ExE to inspections in line with Section 7 - Contractor responsibilities	Report on number of ExE undertaking inspections per month. E.g. 1 Event = 400 ExE, 2 events = 65 ExE	Quarterly	>90%	<85%	<80%	2

16	Performance on events - Feedback from CQC staff	Contractor, ExE and/or individuals recruited to undertake events are suitably trained and experienced, meeting the required quality as set out in the requirement specification.	Percentage of feedback forms that give an overall 'satisfied' (or above as reported by inspectors/requestors using the post event feedback mechanism.	Monthly	>95%	<90%	<80%	3
17	Performance on events - Feedback from ExE and/or individuals recruited to undertake events	ExE and/or individuals recruited to undertake events complete post event feedback form in line with the requirement	Percentage of feedback forms completed by ExE and/or individuals recruited to undertake events after undertaking an event	Monthly	>95%	<90%	<80%	3
18	Performance on events - Feedback from ExE and/or individuals allocated to undertake events	ExE and/or individuals recruited to undertake events report that they have suitable experience and have received appropriate employee training and support to enable them to carry out the event	Proportion of Experts by Experience that give an overall 'satisfied' (or above) response to the post event feedback form to those questions relating to supplier performance (This will be based on a report generated by CQC)	Monthly	>75%	<65%	<55%	3
19	Quality: Feedback from ExE and/or individuals	A mechanism for measuring how the Contractor or its supply chain interacts with and supports the ExE and/or individuals recruited to work with CQC e.g. to work with them to enable participation in events and	A survey of ExE and/or individuals recruited to work with CQC is completed by all ExE and/or individuals employed or engaged by the Contractor, measured by % of survey responses from total ExE and/or individuals recruited to work with CQC	Half yearly	>80%	<70%	<65%	3

		to maintain their wellbeing	(This will be based on a report generated by CQC)					
20	Quality: Feedback from ExE and/or individuals	<p>A mechanism for measuring how the Contractor or its supply chain interacts with and supports the ExE and/or individuals recruited to work with CQC e.g. to work with them to enable participation in events and to maintain their wellbeing.</p> <p>*Survey questions to be agreed with CQC</p>	<p>Measured by the proportion of ExE and/or other individuals that give an overall 'satisfied' (or above) response to the survey.</p> <p><i>Note: The content of such survey to be agreed in advance with the Authority.</i></p> <p>The survey will be delivered via CQC checkbox system and will also be used to test other KPIs.</p>	Half Yearly	>75%	<65%	<55%	3
21	Quality: Feedback from ExE and/or individuals	<p>A mechanism to gather views and intelligence from ExE and/or individuals recruited to work with CQC with a focus on:</p> <ul style="list-style-type: none"> • efficiency • quality improvement • intelligence <p>*Survey questions to be agreed with CQC</p>	<p>A survey of ExE and/or individuals recruited to work with CQC is completed by all ExE and/or individuals employed or engaged by the Contractor, measured by % of survey responses from total ExE and/or individuals recruited to work with CQC (This will be based on a report generated by CQC)</p>	Half yearly	>80%	<70%	<65%	3
22	ExE report accuracy and quality	The Contractor will have a mechanism to evaluate reports for accuracy and quality	Report on evaluation of ExE reports for all ExE undertaking their first three inspections (where a report has been required)	Monthly	>100%	<95%	<90%	2

23	ExE report accuracy and quality	The Contractor will have a mechanism to evaluate reports for accuracy and quality during the life of the contract	Report on periodic evaluation of ExE reports for all ExE	Monthly	>60%	<50%	<40%	2
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D. Business processes

24	Business-Activity and finance claim	Timely provision of the monthly activity and associated financial claim (invoicing) and KPI report	No later than the 14 th of the preceding month of activity	Monthly	Within 2 working days	Within 5 working days	Late by 6 working days or more	2
25	Business - Activity and finance claim	Accuracy of monthly activity and associated financial claim and KPI report	Number of individual erroneous claims not exceeding 0.25% of claim	Monthly	97%	<92%	<85% or below	3
26	Business – Payment of supply chain and ExE	Payment of sub-contractors or the Experts by Experience within 30 days from the receipt of a valid invoice or claim	Percentage of sub-contractors or the Experts by Experience and/or individuals or organisations paid within 30 days from the receipt of a valid invoice	Monthly	100%	99%-81%	80% or below	3
27	Business – Meeting attendance	Attendance of the appropriate responsible personnel at required contract meetings	Percentage of attendance at all meetings as required for contract management requirements as set out within the specification, section 7 “Contractor Responsibilities”	Monthly	97%	<92%	<85% or below	2
28	Compliance with GDPR	Contractor must ensure compliance with GDPR – To ensure that cyber essential plus is in position within the first 12 months of the contract or have a credible alternative	Quarterly report on achievement of the milestones of the plan (submitted in line with the specification Section 12 “Milestones”).	Quarterly	Q1 - >85 % Q2 – >90% Q3 - >95% Q4 →>100%	Q1 - <85 % Q2 – <90% Q3 - <95% Q4 – <100%	Q1 - <80 % Q2 – <85% Q3 - <90% Q4 –<95%	3

E. Overall KPI Performance Score

Overall KPI Performance Score

CQC will assess overall performance and performance across the individual KPIs and the four key areas during each of the contract management points as follows:

- (a) Monthly monitoring meeting – scorecards/KPIs
- (b) Quarterly review meeting – performance review
- (c) Half yearly strategic meeting – include Contractor engagement with a deputy chief inspector
- (d) Annual meeting – performance award for the whole year / open book work / retention

The overall performance across all the above KPIs will be measured by calculating the number of Performance Points awarded to each KPI (in line with the Performance Points allocation set out in the column marked “Points Allocated to KPI” above.

Performance Points will only be awarded to a KPI if the Contractor achieves the specific “Performance Target” and no Performance Points will be awarded to a KPI where the performance of a KPI falls within the “Required Action” or “Corrective Action” thresholds.

Where the relevant reporting Month does not fall on a Quarter of the Contract Year (and therefore only KPIs with a Monthly reporting frequency are reported), the Monthly Points Allocation as set out in this row shall apply.

Where the relevant reporting Month falls on a Quarter Month of the Contract Year but not on a Half Year (and therefore KPIs with a Monthly and Quarterly reporting frequency will be measured) the Quarterly Points Allocation as set out in this row shall apply.

10. Service Credits

CQC will be deploying 3% retention where performance falls below KPI requirement and or where there are significant other poor performance matters. The management of this will be as detailed in Clause F7 of the Contract.

11. Milestones

This must be completed and form part of your ITT pack:

- Milestones are tools to help you manage your contract and contract performance.
- Milestones are key dates and deadlines which are required to allow delivery to complete.
- These milestones are linked to milestone payments and reflected in the purchase order.
- Milestones include:
 - Produce a full project plan for mobilisation and deployment no later than 2 weeks after contract sign off to include milestones for set up costs
 - Produce a plan of achievement of diversity targets upon commencement of the contract (this plan to be reviewed annually)
 - Undertake TUPE assessment and activities if necessary and or appropriate, immediately following contract award and agree clear communication strategy with CQC and incumbent
 - Complete system testing between CQC systems and the Contractor systems prior to contract deployment (12 weeks) as operationally fit GO LIVE date
 - Provision of an exit plan within 6 months of contract commencement
 - Measure quarterly report on achievement of the milestones of the plan to ensure that cyber essential plus is in position within the first 12 months of the contract or have a credible alternative
 - Agree final strategies for;
 - Diversity target attainment
 - Environmental

- Attraction and retention of resource base
- Resource base engagement

Milestone payments will include

- Fully signed off project plan within timescales Successful deployment of IT systems complete prior to service go live.

12. Skills and Knowledge Transfer

It is vital to ensure that all skills and knowledge gained by this requirement are retained by CQC for the longer term.

In this section you need to describe:

- How the skills will be transferred from the Contractor to CQC business lead/team
- When this should be done e.g. at key stages, continuously, and/or at the end of the project
- How it should be done, e.g. by training or working together; by lessons learned sessions between CQC and the Contractor
- Skills transferred through exit plan
- Transferred before end of contract.

CQC will expect the Contractor to make links with appropriate organisations, community groups and other representative bodies to ensure that the ExE programme works in synergy with these groups, supplements their work, adds value and enriches the social outcomes targeted by the ExE programme.

ANNEX 1



Annex 1 –

The Work of CQC and the Role that Experts by Experience (ExE) Play

Key messages for tenderers

1

Annex 1 Summary

The information provided in this document aims to outline the approach, focus and scope of the work of CQC and the Experts by Experience (ExE) programme:

- CQC's strategic approach
- the scope and focus of CQC's work, how we inspect and monitor services
- the important role ExE play in helping us to achieve our ambition to become an intelligence-driven organisation by supporting our inspections and continuous monitoring of the quality of care
- the functions provided by the ExE programme
- the principles behind the ExE programme and the role of an ExE
- the role and expectations of a Contractor delivering the ExE service for CQC

We encourage tenderers to refer to CQC's website for further information.

2

Our purpose and role



- We make sure health and social care services provide people with safe, effective, compassionate, high-quality care and we encourage care services to improve.



- Register
- Monitor and inspect
- Use legal powers
- Speak independently
- Encourage improvement
- People have a right to expect safe, good care from their health and social care services. [Watch the video!](#)

3

Our purpose and role: Current model of regulation



Register

We **register** those who apply to CQC to provide health and adult social care services

Monitor, inspect and rate

We **monitor** services, carry out expert **inspections**, and judge each service, usually to give an overall **rating**, and conduct **thematic reviews**

Enforce

Where we find poor care, we ask providers to improve and can **enforce** this if necessary

Independent voice

We provide an **independent voice** on the state of health and adult social care in England on issues that matter to the public, providers and stakeholders

4

Our purpose and role: The scope of CQC's remit



Care homes
and domiciliary
care

12,500 providers
25,500 individual
services

Hospitals and
clinics

224 NHS trusts
1,800
independents

Ambulances

10 NHS trusts
250 independent

Primary dental
care

8,000 providers

Primary
medical
services

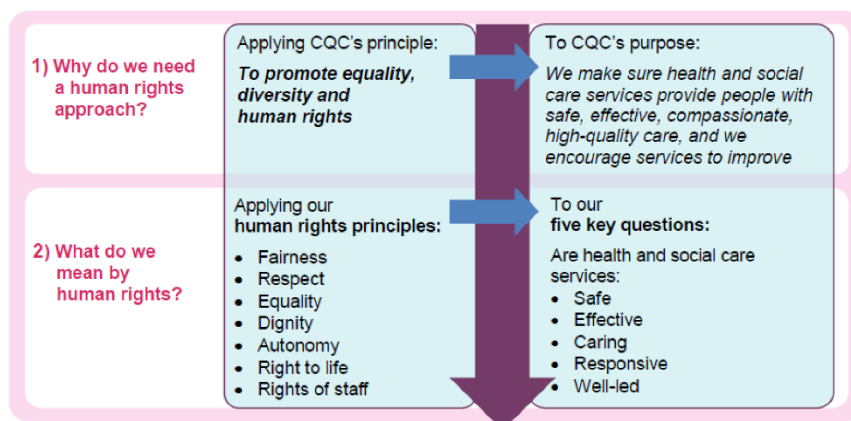
9,000 providers

- 1.75 million people use adult social care
- 11 million NHS and 1.6 million independent inpatients
- 22 million dental patients per year (15m NHS, 7m private)

England's population is 55m

5

Our human rights approach to regulation – from 2013 to now

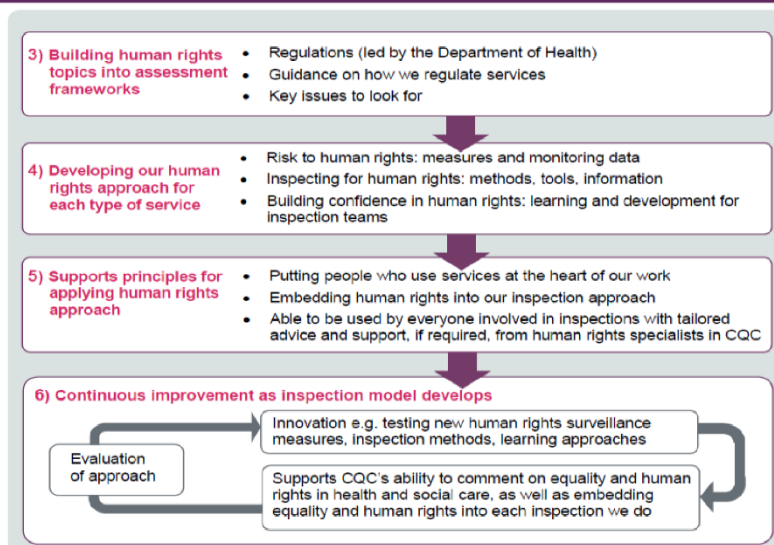


Leads to our human rights topics

Continued...

6

Our human rights approach to regulation – from 2013 to now



7

Our purpose and role: 5 key questions



There are five questions we ask of all the care services we inspect. They are at the heart of the way we regulate and they help us to make sure we focus on the things that matter to people:

- **Safe:** you are protected from abuse and avoidable harm.
- **Effective:** your care, treatment and support achieves good outcomes, helps you to maintain quality of life and is based on the best available evidence.
- **Caring:** staff involve and treat you with compassion, kindness, dignity and respect.
- **Responsive:** services are organised so that they meet your needs.
- **Well-led:** the leadership, management and governance of the organisation make sure it is providing high-quality care that is based around your individual needs, that it encourages learning and innovation, and that it promotes an open and fair culture.

8

The 'Mums Test'

CQC Inspection teams, including ExE, consider whether they would be happy for someone they love and care for to use the services they inspect.



9

CQC Values – what is important to us? (1)



EXCELLENCE

We are inspired by the impact that CQC can have across all areas of its work and are ambitious for ourselves and for people who use services.

We do the right things, in the right way, at the right time to enable us to have the greatest impact in our work. We are disciplined in our application of managerial best practice, to ensure we are well run, economic and efficient.

We are curious, always look for best practice and improvements in our ways of doing things and never settle for second best. We are open to constructive challenge to enable us to learn from our mistakes and we agree stretching goals in our shared drive to be a **high performing organisation**.

10

CQC Values – what is important to us? (2)



CARING

We are passionate about making a positive difference because we care about people. We are driven by the needs of people who use services, people who work across the Health and Social care landscape and *our* people. We care about each and every person, and we are thoughtful about the impact we can make as individuals and as an organisation.

It is important to us that we are approachable so we are thoughtful and kind as we interact with each other, and others. We respect the views and ideas of everyone, and value difference in all our interactions. Our work is underpinned by a desire **to treat everyone with dignity and respect.**

11

CQC Values – what is important to us? (3)



INTEGRITY

We demonstrate the highest ethical and moral standards which instils trust in the what we do. We are courageous, even when it is hard, so we don't compromise on ensuring we do the right thing for people who use services, and for each other. We are clear about what we will do and how we will do it, and take responsibility for our actions.

We are open, honest and transparent in all our work. We are objective and free from bias to ensure that our judgements are viewed as ethical, fair and driven by a passion for **doing the right thing.**

12

CQC Values – what is important to us? (4)



TEAMWORK

We accomplish so much more by working together and with others. We are driven to achieve for our teams, for CQC, and for stakeholders. We motivate, encourage and support each other to reach common goals, and we share our achievements with others. We work collaboratively with each other and partners to create solutions for the benefit of people who use services.

We recognise the strengths of others and look for ways to complement them,. We learn from each other to enable us **to be the best we can be.**

13

CQC's strategy and Public Engagement



What does our strategy mean for the way we carry out Public Engagement?

- CQC has a new Public Engagement Strategy which will support the way CQC carries out its role
- ExE will play an important role in achieving this strategy

*A more targeted, responsive, and collaborative approach to public engagement which harnesses the **power of people's voices** throughout our regulatory work and empowers people to expect and choose good care.*



14

ExE programme – fundamental principle



The ExE programme is founded on the fundamental principle of engaging with people who use health and social care services through working with people from diverse backgrounds who also use, or care for someone who uses, regulated health and adult social care services and have done so within the past 5 years.



15

The work of CQC and the role that ExE play



16

Why we use ExE



ExE help us to do our job properly:

- ExE have lived experience of the services we inspect so are better able to understand the needs of the people using a particular service.
- ExE use their experience to carry out meaningful conversations with people, make observations and gather evidence on inspection.
- Using their lived experience, ExE are able to gather evidence which may otherwise be missed, e.g. identifying risks or concerns as well as good practise.
- ExE help us to increase the quality and quantity of evidence.
- ExE also bring a different perspective to the inspection team.
- ExE are able to help CQC engage with community groups to enable a better understanding of changes to the quality of care between inspections.

17

The role of the Contractor



- ✓ Understand and embed CQC's mission through the delivery of the service.
- ✓ Work in partnership with CQC and any other suppliers as required, supporting continued improvement and value for money.
- ✓ Maintain sufficient staff resource to deliver ExE service to required quality.
- ✓ Deliver a service that has breadth and reach of skills which can be deployed across the requirement in a flexible manner - further information is provided in **Part B Statement of Requirements 2019**.
- ✓ Provide a flexibility of service which supports the changing CQC functions, over the duration of the contract.
- ✓ Provide accurate and auditable Management Information, Invoicing and secure handling of data.
- ✓ Deliver effective employment support to enable ExE to carry out their role to the required quality.

18

The role of ExE (1)



The ExE has:

- ✓ Recent personal experience of using or caring for someone who uses health and/or social care services.
- ✓ A good understanding of CQC and its work, including inspection process and the role of ExE.
- ✓ Ability to demonstrate a good understanding of health and social care infrastructure, particularly in their area of expertise.
- ✓ Excellent communication skills including the ability to demonstrate empathy and active/passive listening skills.
- ✓ Ability to carry out and record observations.

19

The role of ExE (2)



The ExE has:

- ✓ Ability to accurately provide accurate and organised reporting of the evidence they have gathered.
- ✓ Ability to follow instruction and remain objective, whilst also using personal experience and knowledge to relate to people and contribute to evidence-gathering.
- ✓ Ability to demonstrate good working knowledge of equality and human rights principles.
- ✓ A flexible and positive attitude when liaising with Contractor staff, CQC staff and external people.
- ✓ Ability to provide written information as required by the lead Inspector.

20

Matching ExE to events (1)



CQC requires the Contractor to provide pen profiles for all ExE allocations via the enterprise resource planning system.

This is to enable the lead inspector or event organiser to confirm that the ExE meet the requirement in terms of skills and experience, gives them an understanding of how experienced they are in working for CQC and therefore how much support they may need during the activity.

It also importantly enables the Contractor to communicate any additional needs or requirements that the ExE may have, such as those requiring reasonable adjustments.

21

Matching ExE to events (2)



The pen profile also contains a photograph to enable the CQC lead to recognise the ExE and verify their identity (ExE also have an ID badge which must be used at all times during CQC activity). ExE pen profiles must be kept up-to-date to ensure they reflect the skills, experience and current support needs of individuals.

Further information on the matching process can be found in: Illustration 2 – ExE deployment to inspection (CQC PSO 195 Doc 02a ITT Part B - Statement of Requirements)

Below you will find three examples of ExE pen profiles.

22

Sample pen profile 1



Experts by Experience Pen Portrait

Name: Ann Example
Email: ann.example@gmail.com
Home: 01111 111111
Mobile: 07777 777 777
Date of DBS Check: 01/01/2017

Experience of CQC regulated services:

- Community Health Trust
- Domiciliary Care Agency
- NHS Acute Hospital
- Out of Hours Services
- Residential group home

About me:

I am an Expert by Experience with Down's Syndrome. I have taken part in inspections for residential adult social care homes, supported living for people who have a learning disability and hospitals.

Reasonable Adjustments:

I have a support worker with me on inspections. I require easy read documents.

23

Sample pen profile 2



Experts by Experience Pen Portrait

Name: Ann Example
Email: ann.example@gmail.com
Home: 01111 111111
Mobile: 07777 777 777
Date of DBS Check: 01/01/2017

Experience of CQC regulated services:

- Ambulance service
- Doctors consultation service
- Doctors treatment service
- Mobile doctors service
- Remote clinical advice service
- Urgent care services

About me:

I am an Expert by Experience who has a visual impairment and am registered blind. I have carried out three Adult Social Care inspections with CQC.

Reasonable Adjustments:

I require a support worker when carrying out on-site inspections. Please could you ensure any documentation sent to me is in Word format so I can use specialist software to convert it to read.

24

Sample pen profile 3





Experts by Experience Pen Portrait
Name: Ann Example
Email: ann.example@gmail.com
Home: 01111 111111
Mobile: 07777 777 777
Date of DBS Check: 01/01/2017

Experience of CQC regulated services:

- Mental Health Trust
- Supported living
- Residential group home

About me:

I live in supported living and have had experience of being detained under the Mental Health Act. I have been diagnosed with schizophrenia as well as diabetes which I self-manage.

I have carried out a wide range of inspections with CQC including, Mental Health Act Visits, Mental Health hospitals and Adult Social.

Reasonable Adjustments:

I have a support worker who helps me with my inspection preparation, taking notes on site and writing my report.

25

Thematic reviews (1)



CQC undertakes thematic activity to look in more depth at a particular question about the quality of care – such as particular provider types, or user groups, or care pathways.

This is to expand CQC's understanding of good and poor practice and highlights drivers of improvement. As such, thematic activity can provide an evidence base for 'what good looks like' to underpin the business-as-usual inspection judgements.

26

Thematic reviews (2)



Thematic activity usually comprises of one or a combination of the following three approaches:

- **Thematic data reviews** - analytical review of what CQC's own and external data tells us about a particular issue
- **Themed inspections** - separate inspection activity to provide a greater depth of understanding than our business as usual inspections on a particular issue
- **Thematic probes** - a set of additional questions on a particular topic applied to all or some inspections under our business as usual programme.

As part of the overall volume of services to inspection, CQC may require the support of ExE to thematic activities. This may mean increasing the number of ExE with a particular type of experience or the short-term recruitment of ExE not included in the requirement. Notice will be given in line with the contract to enable the Contractor to recruit the required ExE.

27

Place reviews



CQC has been asked to carry out targeted reviews across a small number of areas to look at how health and social care work together and what improvements can be made to benefit people who use services.

The purpose of the reviews is to provide a bespoke response to support those areas facing the greatest challenges to secure improvement. On completion of the review our findings will be reported to each local authority area's health and wellbeing board.

CQC is well-placed to conduct these reviews because of the unique oversight of the health and social care system. As well as increasing transparency and accountability, this work will drive improvement by sharing good practice and identifying where support is needed.

ExE may be requested to support these reviews as part of the overall volume of services to inspection.

28

Local systems reviews



These reviews support our [strategic objective](#) to 'encourage improvement, innovation and sustainability in care' by looking at how hospitals, community health services, GP practices, care homes and homecare agencies work together to provide seamless care for people aged 65 and over living in a local area.

On completion of the review, CQC's findings will be reported to each local authority area's health and wellbeing board and published.

ExE may be requested to support these reviews as part of the overall volume of services to inspection.

29

Co-production activities



CQC uses co-production groups to bring together a wide range of knowledge about the sector and the needs of people who use services to inform the development and implementation of CQC's regulation of services.

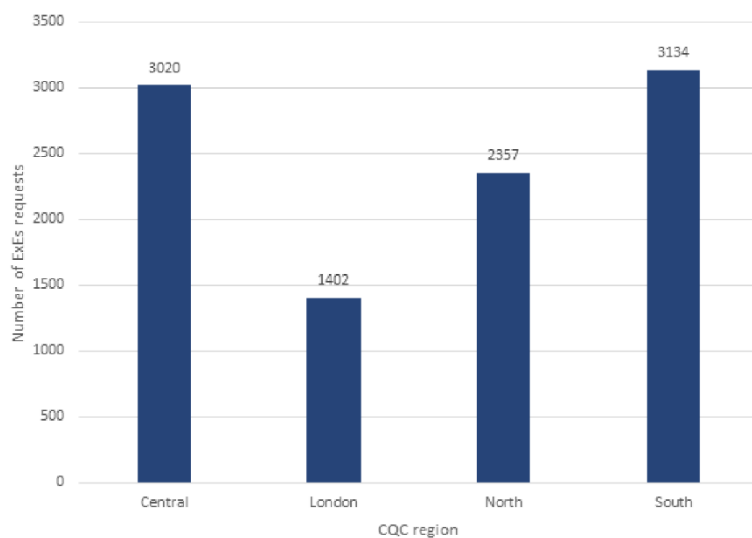
ExE support co-production by attending face-to-face meetings.

ExE will be expected to have relevant lived experience and this will be specified in the ExE support request.

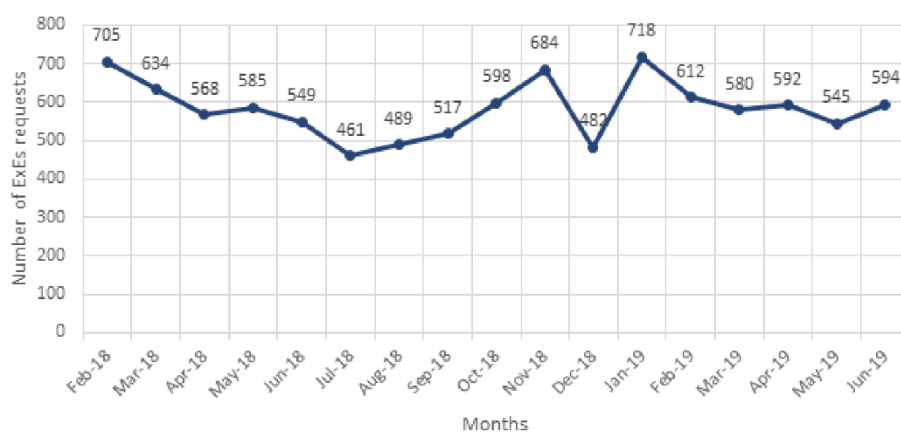
ExE will be provided with topics and agendas prior to co-production events and should be prepared to contribute to group discussions on the topics provided (usually within small groups).

30

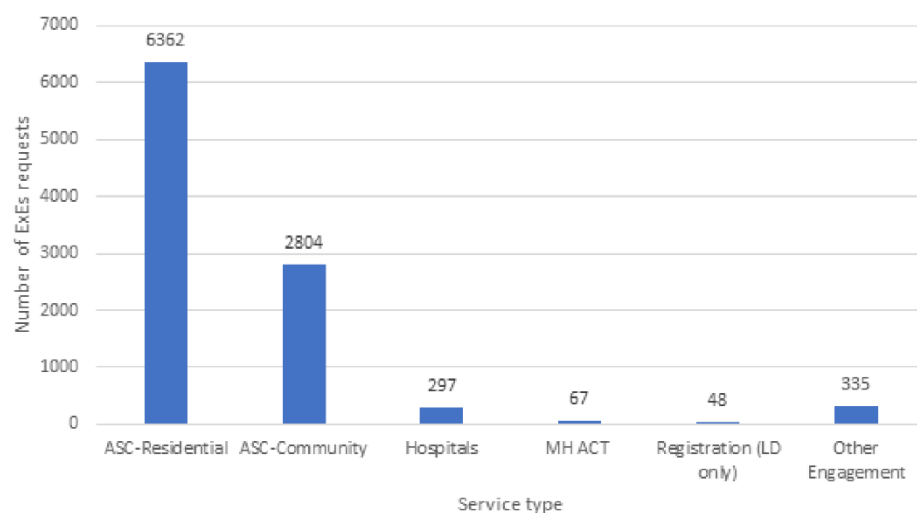
Total number of ExE requests by CQC region (Feb 2018 – Jun 2019)



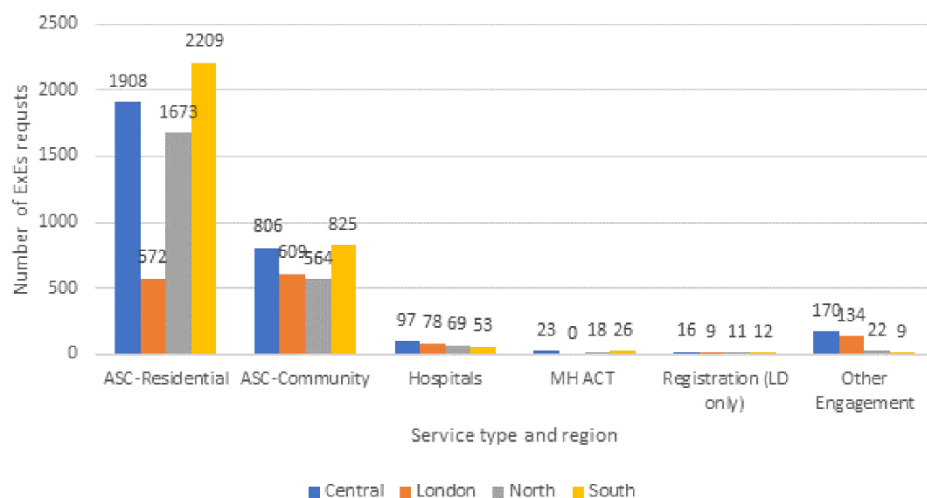
Total number of ExE requests by month (Feb 2018 – Jun 2019)



Total number of ExE requests by service type (Feb 2018 – Jun 2019)



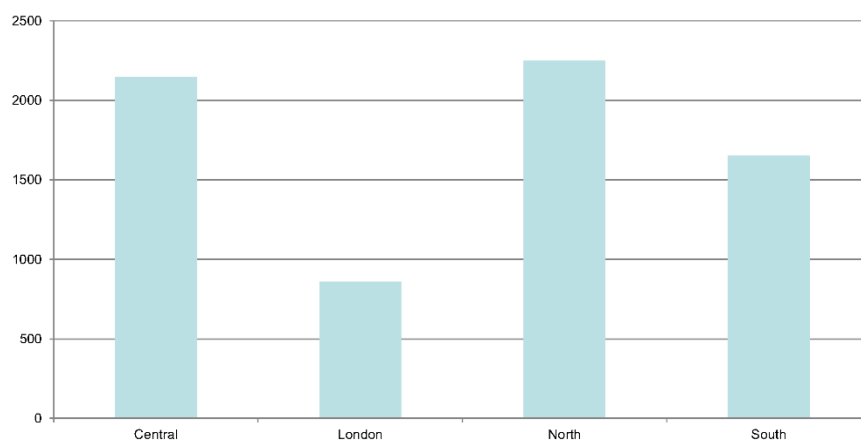
Total number of ExE requests by service type (Feb 2018 – Jun 2019)



ExE used across the four regions 2017/18



ExE used 2017/18

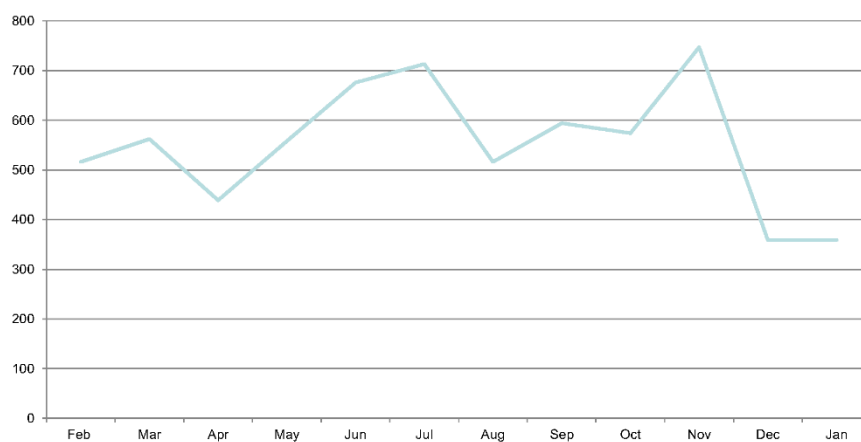


35

Adult Social Care ExE use 2017/18



Adult Social Care ExE use



36

Hospitals ExE use



37

ASC requests by ExE type	% split
Experience of detention under the Mental Health Act	0
Family carer of a person with experience of using independent hospital services either to receive NHS or private care	0
Family carer of adult relative who has a learning disability and high support/complex needs	9
Family carer of child or young person (CYP) who uses health services	1
Family carer of older person	28
Family carer of person with dementia/older person	50
Person (or family carer of a person) who has experience of Independent Acute Hospitals	0
Person who has used maternity services in the past 4 yrs.	0
Person with a learning disability / autism	2
Person with a physical impairment	1
Person with a sensory impairment	1
Person with Dementia	1
Person with experience of community health services	0
Person with experience of Domiciliary Care services	4
Person with experience of GP services	0
Person with experience of mental health services	1
Person with experience of Palliative Care services	0
Person with experience of substance and misuse services	2
Young Person with experience of using health services	0

38

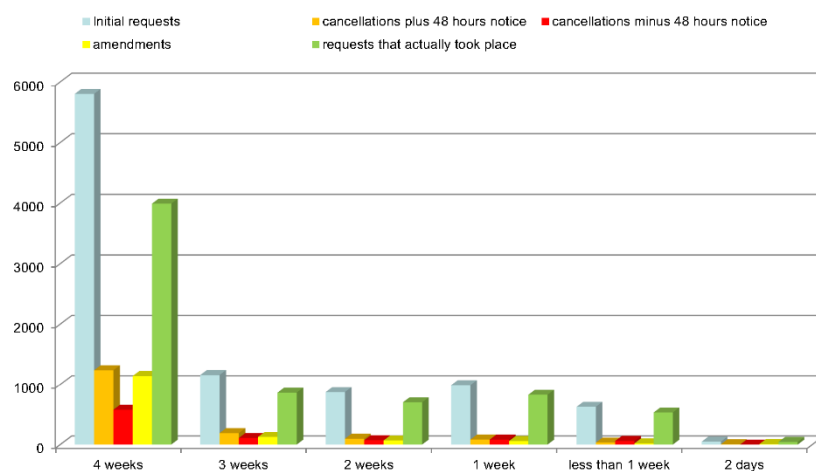
Hospitals profile of ExE type used in 2017/18



Mental Health requests	% split
Experience of detention under the Mental Health Act	24
Family carer of adult relative who has a learning disability and high support/complex needs	6
Family carer of child or young person (CYP) who uses health services	6
Family carer of older person	2
Family carer of person with dementia/older person	6
Person with a learning disability / autism	5
Person with Dementia	1
Person with experience of mental health services	38
Person with experience of substance and misuse services	10
Young Person with experience of using health services	2
Acute Requests	% split
Family carer of adult relative who has a learning disability and high support/complex n	13
Family carer of child or young person (CYP) who uses health services	3
Family carer of older person	49
Family carer of person with dementia/older person	15
Person with a physical impairment	8
Person with experience of mental health services	1
Person with experience of substance and misuse services	3
Young Person with experience of using health services	8

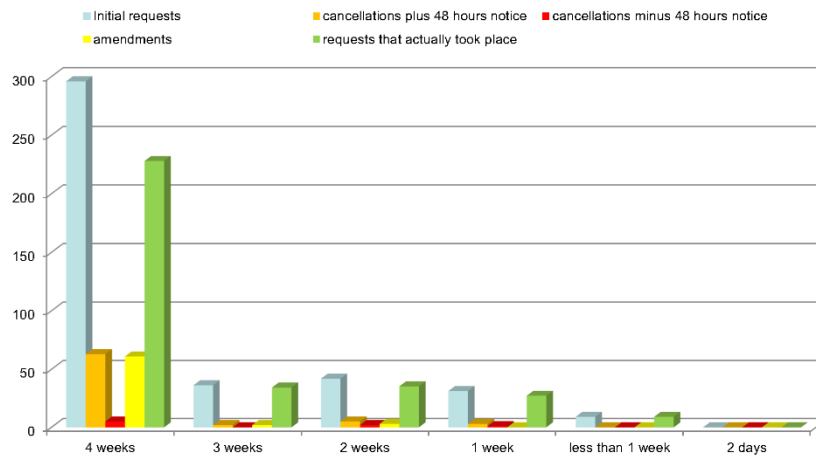
39

Adult Social Care profile of ExE requests for 2017-2018 (across notice periods)



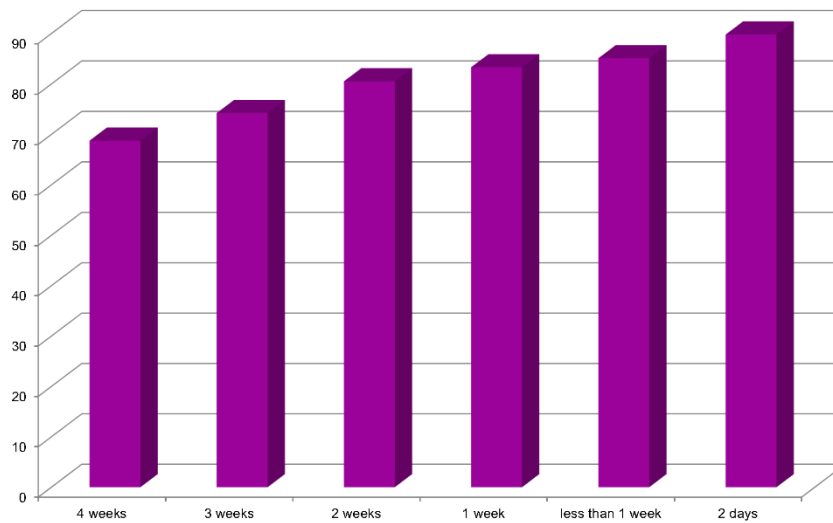
40

Hospitals profile of ExE requests for 2017-2018 (across notice periods)



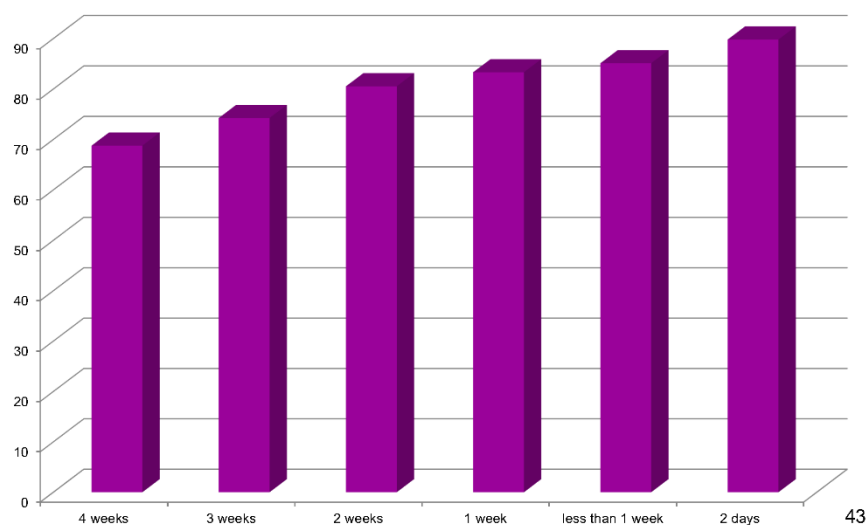
41

% of ASC requests for ExE that went ahead in 2017/18 - Shown across the varying notice periods



42

% of Hospital requests for ExE that went ahead in 2017/18 - Shown across the varying notice periods



43

Summary of key information for Tenderers



- CQC requires the management of a national service focused on regions and hubs that align to inspection teams with differing needs.
- The principles behind the ExE programme and the role of an ExE.
- The ExE service will be delivered across three main areas: Inspection, Co-production and Monitor. However, the scope and focus of the ExE programme within these areas may change over the life of the contract.
- CQC is increasingly becoming intelligence-driven and inspections can often be postponed, cancelled or brought forward. CQC requires a flexibility of service to support the fluid nature of inspection activities.
- The ExE service must support CQC's Public Engagement Strategy, in particular helping to gather the views and experiences of people from target groups.
- The Contractor delivering the ExE service for CQC must uphold CQC values.
- Tenderers can refer to CQC's website for further information.

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Service B – Examples and submissions template

Examples have been provided to enable Tenderers to describe the work to be undertaken under each of the four areas of work within services B.

ExE contract services to Monitor Insight seldom heard coproduction

- **Example one** – Continuous engagement with (CQC) identified groups
- **Example two** – design and deliver required engagement (including recruitment) with identified groups
- **Example three** - recruitment from (CQC) identified groups for existing engagement organised by CQC
- **Example four** - Responsive engagement services to explore identified issues in care quality at a named service/s

Example one – rolling programme of sustainable engagement with community group leaders of seldom heard communities, people made vulnerable by their circumstances and people with protected characteristics.

This work will deliver engagement to generate a continuous supply of intelligence about quality of care at named health and social care services to inform regulation

The Contractor will **design and deliver** required engagement from Seldom Heard communities, individuals made vulnerable through their circumstances and people with protected characteristics.

Brief to supplier

We would like you to engage with leaders of local community and voluntary groups, to gather continuous insight from them on their experiences of care at named health and social care services. This intelligence is to inform our ongoing monitoring of care quality across England – to spot poor care quickly - and to prompt regulatory action where needed.

Objectives

As the regulator, it's CQC's job to monitor health and social care services and take action if they are not providing care that is safe and of a high quality. The experiences of people using services is vital intelligence for CQC. This information helps CQC identify if a health or social care service is providing poor care.

CQC needs to encourage and enable a continuous flow of intelligence about people's experiences of care at named health

and social care services. We recognise that we need to work especially hard to encourage and enable people from seldom heard groups and people who are vulnerable due to their circumstances to share their experiences.

We want the engagement to deliver intelligence about care quality at named health and social care services through targeted communication with local voluntary and community group leaders. The engagement should complement the work and existing relationships held by local Healthwatch.

Audience

We want to engage with community and voluntary group leaders who work with and on behalf of the following population groups:

- people who are vulnerable because of their circumstances (– with a focus on: “To be agreed with CQC”)
- **people with mental health issues, including those with experiences of detention under the Mental Health Act**
- **people with a learning disability and/or autism**
- **older people with complex health needs or who lack capacity, using primary and home care, and those subject to deprivation of liberty safeguards**
- people with experience of the criminal justice system
- people experiencing homelessness
- sex workers
- gypsies and travellers
- people experiencing drug and alcohol dependency
- people from minority ethnic communities, particularly people whose first language is not English
- asylum seekers and refugees
- people from LGBT communities
- people with physical/sensory disabilities,
- children and young people with health needs, including mental health and care needs

Methodology

Please describe the method/s you intend to use to deliver this work.

Note – you may wish to use different methods to engage with different groups and you should describe all potential methodology options to enable you to attribute appropriate costs for all possible activities in your financial submissions.

Timescales

- The requirement is for an ongoing supply of intelligence about people’s experiences of care which to an extent requires ongoing engagement.

- Supplier could consider a 'rolling programme' of engagement, focusing on a different geographical region every quarter and a different population group or groups – e.g. Q1, local authorities – North Tyneside, Northumberland and Newcastle, community groups for people with a learning disability and autism.
- Engagement could be structured in three month intervals with a quarterly summary report on the activity delivered in the preceding months.

Deliverables

Please describe the deliverables you intend to achieve through delivering this work.

Note you should describe all potential deliverables to enable you to attribute appropriate annual costs for all possible activities in your financial submissions.

Example two

The support organisation will **design and deliver** required engagement, including **recruitment** from Seldom Heard communities and individuals made vulnerable through their circumstances.

Brief to supplier

We would like you to engage with people from the Traveller and Gypsy Communities on their experiences of accessing care from a range of services.

Objectives

We are writing a report on access to care and want to understand what barriers there might be for people from this community, in accessing different types of care. We want the engagement to highlight any disadvantages and inequalities that this community may experience in accessing care. We want to explore what recommendations they would give to providers to better meet their needs and remove barriers to care.

Audience

We want to engage with:

- 8 – 10 people from the Traveller and Gypsy community
- A diverse age range
- People with a long-term or chronic health condition as well as infrequent users of health and social care

- People with caring responsibilities/young families

Methodology

Please describe the method/s you intend to use to deliver this work.

Note – you may wish to use different methods to engage with different groups and you should describe all potential methodology options to enable you to attribute appropriate costs for all possible activities in your financial submissions.

Timescales

- We require a response to the brief within 1 week of receiving the brief
- Engagement needs to be delivered and report written within 4 weeks of CQC approving the response to the brief

Deliverables

Please describe the deliverables you intend to achieve through this work

Note you should describe all potential deliverables to enable you to attribute appropriate costs for all possible activities in your financial submissions

Example three

The support organisation will **recruit** from Seldom Heard communities and individuals made vulnerable through their circumstances for existing engagement organised by CQC.

Brief to supplier

We would like you to recruit people from Seldom Heard communities with experience of using Maternity Services.

Objectives

We are holding a coproduction meeting on ‘safety in maternity’ and want to hear the views from a range of stakeholders, particularly those from seldom heard groups and individuals made vulnerable through their circumstances, to inform our view of the quality of care provided by maternity services and development of our inspection frameworks.

Audience

We want to engage with:

Women who have used maternity services within the last 5 years:

- 1 x individual from the LGBT community
- 1 x individual who has or is experiencing drug and/or alcohol dependency
- 1 x individual who has been or is currently employed as a sex worker
- 1 x individual from the LD community

Methodology

The meeting is face-to-face for 4 hours at our BPR offices.

Please describe the method/s you intend to use to deliver this work

Note – you may wish to use different methods to recruit individuals from different groups and you should describe all potential methodology options to enable you to attribute appropriate costs for all possible activities in your financial submissions

Timescales

Meeting takes place in 4 weeks, [insert date here]

Deliverables

Note you should describe all potential deliverables to enable you to attribute appropriate costs for all possible activities in your financial submissions

Example four

Responsive engagement services to explore identified issues in care quality at a named service

The Contractor will **design and deliver** engagement with people who are seldom heard and/or vulnerable due to their circumstances, in response to specific, unique requests from CQC inspection teams to help gather more intelligence about people's experiences of care at a named health or social care service.

Brief to supplier

The following is an example of what CQC may request under this requirement. The population group and the service type will change each time a responsive request is made.

We would like you to engage with people with a learning disability or autism to gather insight from them on their experiences of care at Anytown Hall in Brighton, an independent hospital providing

assessment and treatment for men and women aged 18 years and over living with a learning disability and complex needs.

Objectives

Supplier to engage with people currently receiving care and treatment from Anytown Hall in Brighton, or who have received care in the last 12 months. Supplier to capture details of individual care experiences to inform ongoing and future regulatory activity.

The engagement should complement any work and existing relationships held by relevant local Healthwatch.

Audience

We want to engage with:

- 8 – 10 people who have a learning disability and/or autism who are currently receiving care and treatment from Anytown Hall, Brighton
- people who have received care and treatment from Anytown Hall, Brighton in the past 12 months
- the loved ones of people currently receiving care and treatment from Anytown Hall, Brighton

Methodology

Please describe the method/s you intend to use to deliver this work

Note – you may wish to use different methods to engage with different groups and you should describe all potential methodology options to enable you to attribute appropriate costs for all possible activities in your financial submissions.

Timescales

- Engagement plan to be submitted within 7 working days on a request by CQC
- Engagement to be delivered within 40 working days of the engagement plan being approved by CQC
- If a telephone call with a CQC inspector is requested by CQC this to be arranged within 7 working days of the completion of the engagement

Deliverables

Please describe the deliverables you intend to achieve through this work

Note you should describe all potential deliverables to enable you to attribute appropriate costs for all possible activities in your financial submissions



Crown
Commercial
Service

Procurement Policy Note – Supporting Apprenticeships and Skills Through Public Procurement

Action Note 14/15 27 August 2015

Issue

1. Raising skills levels within the UK workforce is key to delivering sustainable growth. The Government has committed to increasing the quantity and quality of apprenticeships in England to three million starts over the next five years.
2. Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment.
3. Whilst procurement decisions should always be made on a quality/cost/risk basis, this can include taking into account broader qualitative long-term benefits on the supply side (in this case, appropriate investment in skills outcomes, developed in particular through formal apprenticeship schemes) as long as they are consistent with the Government's overarching priority of value for money.
4. This policy is aimed at supporting growth by building a more skilled and productive workforce, reducing the risks of supply constraints and increased labour cost inflation.
5. This Action note builds upon and replaces PPN 06/15 "Supporting Sustainable Skills Development through Major Construction and Infrastructure Projects".

Dissemination and Scope

6. The contents of this Action Note apply to all Central Government Departments including their Executive Agencies and Non Departmental Public Bodies (In-Scope Organisations). Please circulate this document within your organisation, drawing it to the attention of those with a purchasing role. All other Contracting Authorities are strongly encouraged to adopt the Government's new approach.

7. This Action Note applies to new procurements with a full life value of £10 million and above and with a contract duration of 12 months and above.

Timing

8. The provisions of this Action Note will take effect for procurements advertised on or after 1 September 2015.

Action

9. The key actions are:

- In all new procurements covered by this Action Note, the In-Scope Organisation must determine whether apprenticeships and skills development are sufficiently linked to the subject matter of the contract to be included as tendering and contractual requirements
- In-Scope Organisations should bear in mind that in principle, apprenticeships/skills should be capable of being linked to the subject matter of contracts covered by this Action Note in the majority of cases. Where In-Scope organisations consider that skills/apprenticeships are not sufficiently relevant to be able to be linked, for example as a result of pre-procurement dialogue with industry, they should keep a written record of this.
- In all new procurements where apprenticeships and skills development have been determined to be sufficiently linked to the subject matter of the contract, In-Scope Organisations should include in the relevant procurement documentation, a requirement for the supplier to provide evidence of their commitment to developing and investing in skills in performance of the contract in question, and in particular their commitment to the creation of apprenticeships, under the contract.
- This should be achieved through asking the supplier specific questions:
 - at selection stage, seeking evidence of developing and maintaining skills relevant to the contract in question
 - at award stage, seeking the supplier's proposals for skills development and apprenticeships in performance of the contract.
- In-Scope Organisations should ensure that any apprenticeship and/or skills commitments contained in the bid, for example, the number of new apprenticeships the bidder commits to creating in performance of the contract, are subsequently included in contracts.
- In-Scope Organisations should consider whether to build apprenticeship and/or skills commitments into any related incentivisation mechanisms, and monitor the outcomes as part of their normal contract management procedures.

Link to contract and evaluation weightings

10. Consider the appropriateness of apprenticeship creation and skills outcomes to the subject matter of the contract. For example, where the In-Scope Organisation is buying an off the shelf product as one of many customers, apprenticeships and skills development outcomes are likely to be less relevant.
11. Where an In-Scope Organisation considers apprenticeship creation and skills development are sufficiently linked to the subject matter of the contract, it should decide in each case the scoring and weighting to be allocated to apprenticeship creation and skills development. In reaching a decision, the In-Scope Organisation should consider relevance and proportionality in relation to the:
 - **Market from which the requirement is to be fulfilled.** Consider the ability of the market to provide quality apprenticeship and skills outcomes. As an example of good practice, and depending on the size of the contract and the market, we would expect contractors to aim for 3-5% of the workforce to be apprentices, sponsored students and/or on graduate programmes, with a focus on apprentices. 5% would represent a gold standard (which is equivalent to the industry-led "5% Club"). Some markets, such as construction, are more likely by virtue of workforce numbers and type of work undertaken to offer greater opportunity for apprenticeship creation than others.
 - **Subject matter of the contract.** As explained at paragraph 9 above, consider the impact of the contract's subject matter, which may also have an effect on the scoring and weighting to be applied where apprenticeship creation and skills development are considered relevant.

Further Guidance

12. Material to support In-Scope Organisations in delivering these actions is provided in Annex A as follows:
 - a. a guidance note to provide clarity on compliance and application of this policy consistent with EU procurement law and value for money considerations; and
 - b. a checklist of example objectives and measures to apply – Annex A Schedule 1.

Background

13. On 24th March 2015 the previous Government announced that it would require In-Scope Organisations procuring major construction and infrastructure projects with a capital value over £50m to use public procurement to drive increased

investment in training and apprenticeships. PPN 06/15 was issued in support of this.

14. Requiring skills and apprenticeships to be considered in contracts beyond the scope of PPN 06/15 supports the government's desire to encourage investment in skills and apprenticeship development, building a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation.
15. Public procurement, utilising the greater flexibilities provided under The Public Contracts Regulations 2015, provides a valuable lever to achieve this step change.
16. Planning ahead and procuring for supply chain skills and capability investment can:
 - Improve value for money and risk management – ensuring across projects and programmes that skills capacity and capability are matched to programme or project needs, thus mitigating the impacts during peak demand of wage inflation and skills gaps;
 - Improve long-term productivity – by encouraging investment in new skills and capability to support new innovative technologies;
 - Encourage a more responsive supply chain – by giving the market sufficient time to prepare to meet demand e.g. by ensuring the right skills and resources are in place; and
17. The Construction Leadership Council is developing a clear definition of good company skills performance. When available, this will help government procurers define the types of behaviours they should look for or expect in the construction sector.
18. The Government intends to monitor the impact of this policy and In-Scope Organisations may therefore be asked to report back on progress.

Contact

19. Enquiries about this PPN should be addressed to the Service Desk 0345 410 2222 or info@ccs.gov.uk

Annex A: Further guidance and best practice

It is entirely acceptable within EU procurement and competition law for procurers to make better use of public procurement in support of broader supply side benefits or other 'additionality' as set out in the Green Book¹. This note provides guidance on how skills outcomes can best be delivered, consistent with value for money considerations.

EU Procurement and competition law

The public procurement rules were in February revised under the Public Contracts Regulations (PCR) 2015, which have transposed early the provisions of the 2014 EU Procurement Directive (Directive 2014/24/EU). The PCR 2015 reinforce the ability of procurers to make use of public procurement in support of common societal goals, provided that these are relevant and proportionate to the subject matter of the contract.

Contracting authorities can therefore request certification/labels or other equivalent evidence of 'additionality' benefits through the procurement process, provided always that these are linked to the subject matter of the contract and that this is done in a transparent, non-discriminatory and proportionate way.

Value for Money considerations

Whilst procurement decisions should always be made on a quality/cost/risk basis, this can include taking into account incentivising investment in apprenticeships and skills as part of broader qualitative long-term benefits on the supply side alongside other 'additionality'.

This is consistent with the principles of the Green Book. Value for Money in public procurement should be considered as the optimum combination of whole-of-life costs in terms of not only generating efficiency savings and good quality outcomes for the organisation, but also benefits to society and the economy, whilst minimising damage to the environment.

Further guidance on the appraisal and evaluation of broader benefit or 'additionality' and unvalued costs and benefits can be found in the Green Book:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/220541/green_book_complete.pdf.

¹ The success of government intervention in terms of increasing output or employment in a given target area is usually assessed in terms of its 'additionality'. This is its net, rather than its gross, impact after making allowances for what would have happened in the absence of the intervention. Additionality can also be referred to as a 'supply side' or 'structural' impact, which operates by altering the productive capacity of the economy.

Guidance on how to incorporate apprenticeship and skills requirements into public procurement

The key requirement is to ask the supplier specific questions which can include the examples at Schedule 1 to this Annex A:

- at selection stage, seeking evidence of developing and maintaining skills relevant to the contract in question; and
- at award stage seeking the supplier's proposals for apprenticeships and skills development in performance of the contract.

The following is more general guidance on taking account of apprenticeship and skills requirements

Do:

- Ensure you comply with the PCR 2015, in particular the need for all requirements to be relevant and proportionate to the contract's subject matter, and for equal treatment, non-discrimination, transparency and proportionality, when dealing with economic operators.
- Engage early and widely with suppliers to inform your decision whether apprenticeships and skills development link to the subject matter of the contract and give them an opportunity to shape the requirement.
- Through pre-procurement market engagement, build an understanding of the likely apprenticeship and skills development requirements necessary to successfully deliver over the whole life of the contract.
- Where apprenticeship and skills development are relevant, discuss procurement pipelines with the market and the capabilities needed to deliver them.
- Where appropriate (e.g. for larger procurements):
 - engage with supply chain and local skills bodies to understand current and predicted capability and capacity to identify potential gaps or pinch points; and
 - engage with the supply chain ahead of procurement, setting out expected / desired skills outcomes from the project in the context of:
 - Apprenticeships
 - Employment and economic growth
 - Development of advanced and higher level skills
 - Skills and retraining of existing workforce
- Ensure all criteria used (including at selection and award stage) are appropriate.
- Establish KPIs and benchmarks to measure delivery against apprenticeship and skills outcomes throughout the delivery of the contract, linked to any incentive-based payment mechanisms where appropriate and document these in the contract.
- Request the supplier to suggest the most appropriate number of apprenticeships to be created through performance of the contract.

Do Not:

- Apply apprenticeship or skills requirements that are not relevant or proportionate to the specific contract being procured.
- Require as selection criteria that bidders must currently have a set number or % of apprenticeships. This potentially discriminates, for example, against SMEs who may be able to create apprenticeships in performance of the contract.
- Use selection criteria requiring a bidder to have a general policy on apprenticeships in order to participate in the competition. Selection criteria addressing apprenticeship policy should instead invite bidders to demonstrate how their current skills policy, including any policy on apprenticeships, would support developing and maintaining skills required under the contract.
- Use criteria that potentially discriminates against a bidder in another member state / non-member state.
- Apply unrealistic targets, either in terms of values or numbers of apprenticeships to be created or geographic restrictions.
- Give any one potential supplier an unfair advantage in bidding over another – for example through skills or training requirements that disproportionately favour that supplier, or that set a higher or narrower standard to meet than would be needed in order to carry out the contract effectively.
- Apply contract conditions relating to apprenticeships where apprenticeships were insufficiently linked to the contract subject matter to be used as selection/award criteria.

Establishing and contracting for appropriate outcome targets

Where suppliers have offered to commit to hard skills 'targets' other than number of apprenticeships to be created, such as number of training days to be provided, these commitments should be incorporated into any resulting contract.

Other potential outcome measures are set out in the following Schedule 1.

Annex A: Schedule 1 – Example selection and award stage questions, criteria and measures

The schedule below sets out examples of potential questions that could be asked of potential suppliers at the selection stage (e.g. in the PQQ) (Column 1), and those which might be included at award stage as an evaluation criterion (column 2) with some notes (column 3).

Potential prequalification Selection stage questions	Potential award stage measures	Notes
<p>Evidence of skills to support performance of the contract:</p> <p>Provide evidence of developing and maintaining skills over the last three years relevant to delivering the contract. This could include, for example, evidence of apprenticeships started and of apprenticeships completed or of other skills training or development.</p> <p>Provide evidence of your proposed policy and process for workforce training and development for direct and subcontracted staff relating to performance of this contract.</p>	None	<p><i>This question should be scored as part of the selection stage evaluation criteria</i></p> <p>Apprenticeships are a valuable, but not the only, means by which a contractor can provide evidence. For example the recruitment of experienced staff that are offered on-going training could also be a means of maintaining skills levels.</p>
	<p>Number and Quality of Apprenticeships: How many apprenticeships will be, started and, where the contract duration allows, completed as a result of this contract?</p>	<p><i>Apprenticeships are full time paid jobs with training, which typically last a minimum of 12 months.</i></p> <p><i>The supplier should propose what measures it will take and the number of apprenticeships it will commit to create as a result of the contract. These measures should then be incorporated into the terms and conditions of the contract.</i></p>
<p>Commitment to skills and training:</p> <p>Over the last 3 years:</p> <p>What proportion of staff have achieved professional registration and/or are engaged in accredited training?</p>	<p>How many accredited training opportunities of any level will be delivered as part of this contract?</p> <p>Will these training opportunities be recognised, valued, and transferable qualifications?</p>	<p><i>ACCREDITED training is any training towards a formal qualification, for example NVQs, Institute of Leadership and Management (ILM), Health and Safety (e.g. NEBOSH, IOSH) qualifications. KPIs should measure compliance against the tender / contract measures.</i></p>

What proportion of staff proposed to perform the contract are currently working towards professional registration and when are these due to be achieved?		<i>In-Scope Organisations should consider the feasibility of a bidder being able to identify the staff members proposed to perform the contract at the time of bidding.</i>
	Commitment to skills and training: What are your plans for ensuring that the skills and training commitments (made in your bid) flow down to your supply chain?	<i>KPIs should measure compliance against the tender / contract measures.</i>

ANNEX 4

EMPLOYMENT LIABILITY INFORMATION

Supplier	Unique identifier	Current Job Title	Contractual base location	Start Date	Cont. Service Date	Contract Status	Work Pattern	Basic Pay	Basic Pay FTE	Notice Period	Employer's pension contribution	Annual holiday entitlement	Sickness policy	Redundancy Liability Calculation	Life Assurance
Remploy	1596	Expert by Experience	Home Based	19/04/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1430	Expert by Experience	Home Based	04/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1692	Expert by Experience	Home Based	17/05/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1772	Expert by Experience	Home Based	08/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1609	Expert by Experience	Home Based	05/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1941	Expert by Experience	Home Based	12/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1461	Expert by Experience	Home Based	31/01/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2387	Expert by Experience	Home Based	21/03/2019		PAYE	As and when required	£10.16	£10.16	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1773	Expert by Experience	Home Based	05/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	3	Expert by Experience	Home Based	22/07/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1839	Expert by Experience	Home Based	29/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2202	Expert by Experience	Home Based	02/11/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1811	Expert by Experience	Home Based	10/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1875	Expert by Experience	Home Based	03/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1774	Expert by Experience	Home Based	08/05/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2118	Expert by Experience	Home Based	24/07/2017	17/03/2017	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	112	Expert by Experience	Home Based	29/07/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	672	Expert by Experience	Home Based	10/10/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2054	Expert by Experience	Home Based	18/07/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1104	Expert by Experience	Home Based	10/01/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	673	Expert by Experience	Home Based	15/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1965	Expert by Experience	Home Based	02/08/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1750	Expert by Experience	Home Based	21/02/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2043	Expert by Experience	Home Based	08/08/2017	15/03/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2236	Expert by Experience		duplicate profile									Statutory	Statutory	
Remploy	2235	Expert by Experience	Home Based	22/11/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1359	Expert by Experience	Home Based	14/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2343	Expert by Experience	Home Based	19/11/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	674	Expert by Experience	Home Based	23/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A

Remploy	83	Expert by Experience	Home Based	18/05/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2139	Expert by Experience	Home Based	14/07/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1905	Expert by Experience	Home Based	06/07/2017		Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	46	Expert by Experience	Home Based	20/04/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1805	Expert by Experience	Home Based	19/06/2017		Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1879	Expert by Experience	Home Based	30/05/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	141	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1775	Expert by Experience	Home Based	02/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2358	Expert by Experience	Home Based	04/12/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	
Remploy	1920	Expert by Experience	Home Based	01/06/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1422	Expert by Experience	Home Based	06/04/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1595	Expert by Experience	Home Based	30/03/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	428	Expert by Experience	Home Based	10/01/2017		Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1847	Expert by Experience	Home Based	20/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	135	Expert by Experience	Home Based	17/06/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	167	Expert by Experience	Home Based	26/09/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1019	Expert by Experience	Home Based	02/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1970	Expert by Experience	Home Based	26/06/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1665	Expert by Experience	Home Based	14/09/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1693	Expert by Experience	Home Based	05/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1881	Expert by Experience	Home Based	30/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1777	Expert by Experience	Home Based	03/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1776	Expert by Experience	Home Based	08/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1546	Expert by Experience	Home Based	11/04/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1477	Expert by Experience	Home Based	14/06/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2157	Expert by Experience	Home Based	04/09/2017		Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1778	Expert by Experience	Home Based	02/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2219	Expert by Experience	Home Based	25/02/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1817	Expert by Experience	Home Based	12/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1779	Expert by Experience	Home Based	27/04/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A

Remploy	247	Expert by Experience	Home Based	29/07/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1780	Expert by Experience	Home Based	08/05/2017		Contract of Employment	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	72	Expert by Experience	Home Based	29/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	27	Expert by Experience	Home Based	15/07/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1641	Expert by Experience	Home Based	30/11/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2087	Expert by Experience	Home Based	25/10/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2140	Expert by Experience	Home Based	13/09/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	424	Expert by Experience	Home Based	24/11/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	208	Expert by Experience	Home Based	29/09/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	103	Expert by Experience	Home Based	03/06/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2211	Expert by Experience	Home Based	13/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1896	Expert by Experience	Home Based	26/10/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1712	Expert by Experience	Home Based	12/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1923	Expert by Experience	Home Based	05/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1781	Expert by Experience	Home Based	04/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1588	Expert by Experience	Home Based	21/03/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	331	Expert by Experience	Home Based	10/11/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1878	Expert by Experience	Home Based	31/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	21	Expert by Experience	Home Based	13/05/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2250	Expert by Experience	Home Based	12/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1398	Expert by Experience	Home Based	13/06/2017		Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	161	Expert by Experience	Home Based	11/08/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2212	Expert by Experience	Home Based	25/02/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1786	Expert by Experience	Home Based	05/05/2017	13/06/2016	Contract of Employment	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1853	Expert by Experience		duplicate profile									Statutory	Statutory	
Remploy	1640	Expert by Experience	Home Based	31/07/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2025	Expert by Experience	Home Based	20/09/2017		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2106	Expert by Experience	Home Based	26/07/2017	01/02/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2290	Expert by Experience	Home Based	17/07/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1586	Expert by Experience	Home Based		not completed	Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A

Remploy	136	Expert by Experience	Home Based	06/05/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	68	Expert by Experience	Home Based	29/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2265	Expert by Experience	Home Based	12/02/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1676	Expert by Experience	Home Based	16/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	37	Expert by Experience	Home Based	29/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1834	Expert by Experience	Home Based	11/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1945	Expert by Experience	Home Based	13/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1913	Expert by Experience	Home Based	06/07/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2128	Expert by Experience	Home Based	20/07/2017	29/11/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	91	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2134	Expert by Experience	Home Based	31/07/2017	03/10/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1348	Expert by Experience	Home Based	13/07/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2040	Expert by Experience	Home Based	25/07/2017	01/02/2016	Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1858	Expert by Experience	Home Based	23/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	504	Expert by Experience	Home Based	01/02/2018		PAYE	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2242	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2407	Expert by Experience	Home Based	16/05/2019		Volunteer							Statutory	Statutory	
Remploy	53	Expert by Experience		duplicate profile									Statutory	Statutory	
Remploy	121	Expert by Experience	Home Based	14/07/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2251	Expert by Experience	Home Based	07/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	686	Expert by Experience	Home Based	16/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	224	Expert by Experience	Home Based	16/09/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2009	Expert by Experience	Home Based	04/08/2017	01/02/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	315	Expert by Experience	Home Based	29/09/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	126	Expert by Experience	Home Based	13/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1739	Expert by Experience	Home Based	06/02/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	71	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	146	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1813	Expert by Experience	Home Based	11/05/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	688	Expert by Experience	Home Based	02/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A

Remploy	2105	Expert by Experience	Home Based	24/07/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	58	Expert by Experience	Home Based			Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2332	Expert by Experience	Home Based	22/02/2019		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	129	Expert by Experience	Home Based	14/07/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	237	Expert by Experience	Home Based	07/11/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2010	Expert by Experience	Home Based	28/07/2017	01/02/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	9	Expert by Experience	Home Based	24/06/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	222	Expert by Experience	Home Based	19/04/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1605	Expert by Experience	Home Based	06/12/2016		Volunteer	As and when required	£0.00	£0.00	N/A			Statutory	Statutory	N/A
Remploy	483	Expert by Experience	Home Based	13/02/2018		PAYE	As and when required	£10.16	£10.16	N/A			Statutory	Statutory	N/A
Remploy	689	Expert by Experience	Home Based	04/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	499	Expert by Experience	Home Based		not completed	PAYE	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	86	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2354	Expert by Experience	Home Based	04/12/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1836	Expert by Experience	Home Based	09/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	690	Expert by Experience	Home Based	12/03/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1418	Expert by Experience	Home Based	04/11/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1957	Expert by Experience	Home Based	17/08/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	81	Expert by Experience	Home Based	20/04/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1431	Expert by Experience	Home Based	03/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1841	Expert by Experience	Home Based	12/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	198	Expert by Experience	Home Based	09/09/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1927	Expert by Experience	Home Based	03/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1168	Expert by Experience	Home Based	04/01/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1824	Expert by Experience	Home Based	08/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1788	Expert by Experience	Home Based	02/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1865	Expert by Experience	Home Based	25/07/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1835	Expert by Experience	Home Based	12/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1984	Expert by Experience	Home Based	05/09/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	154	Expert by Experience	Home Based	02/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A

Remploy	1185	Expert by Experience	Home Based	20/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	338	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1893	Expert by Experience	Home Based	05/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1928	Expert by Experience	Home Based	23/10/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1296	Expert by Experience	Home Based	19/01/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2060	Expert by Experience	Home Based	31/07/2017	18/06/2016	Contract of Employment	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1735	Expert by Experience	Home Based	13/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2153	Expert by Experience	Home Based	21/09/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1818	Expert by Experience	Home Based	27/02/2018		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1608	Expert by Experience	Home Based	00/01/1900		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1837	Expert by Experience	Home Based	08/05/2017		Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	31	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1986	Expert by Experience	Home Based	14/12/2017	15/01/2018	Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1907	Expert by Experience	Home Based	10/07/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	95	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2137	Expert by Experience	Home Based	31/07/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1751	Expert by Experience	Home Based	24/07/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2061	Expert by Experience	Home Based	26/07/2017	01/02/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2011	Expert by Experience	Home Based	18/07/2017	04/09/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	233	Expert by Experience	Home Based	29/11/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	10	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	5	Expert by Experience	Home Based	02/03/2016		Self Employed	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	120	Expert by Experience	Home Based	12/05/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	503	Expert by Experience	Home Based			PAYE	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	489	Expert by Experience	Home Based	06/04/2016		PAYE	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2200	Expert by Experience	Home Based	28/06/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	62	Expert by Experience	Home Based	13/05/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	164	Expert by Experience	Home Based	22/08/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1791	Expert by Experience	Home Based	03/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1880	Expert by Experience	Home Based	30/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A

Remploy	234	Expert by Experience	Home Based	23/11/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2164	Expert by Experience	Home Based	27/11/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1798	Expert by Experience	Home Based	02/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2062	Expert by Experience	Home Based	24/07/2017	06/07/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1953	Expert by Experience	Home Based	19/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1657	Expert by Experience	Home Based		not completed	Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2224	Expert by Experience	Home Based	16/10/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2276	Expert by Experience	Home Based	02/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2278	Expert by Experience	Home Based	duplicate profile									Statutory	Statutory	
Remploy	244	Expert by Experience	Home Based	09/09/2016 & s/w 16/04/2018		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2216	Expert by Experience	Home Based	09/09/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2228	Expert by Experience	Home Based	17/10/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	364	Expert by Experience	Home Based	24/10/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	66	Expert by Experience	Home Based	20/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2244 1162	Expert by Experience	Home Based	12/01/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2	Expert by Experience	Home Based	22/07/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2150	Expert by Experience	Home Based	28/02/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2015	Expert by Experience	Home Based	19/07/2017	01/02/2016	Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1517	Expert by Experience	Home Based	14/11/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2245	Expert by Experience	Home Based	04/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	240	Expert by Experience	Home Based	14/07/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1799	Expert by Experience	Home Based	22/07/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	97	Expert by Experience	Home Based	04/03/2016		Contract of Employment	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1831	Expert by Experience	Home Based	19/07/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	132	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2307	Expert by Experience	Home Based	11/04/2018		PAYE	As and when required	£10.16	£10.16	N/A			Statutory	Statutory	N/A
Remploy	2314	Expert by Experience	Home Based	27/02/2018		PAYE	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	137	Expert by Experience	Home Based	06/04/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2320	Expert by Experience	Home Based	06/02/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A

Remploy	1864	Expert by Experience	Home Based	14/11/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2275	Expert by Experience	Home Based	09/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1499	Expert by Experience	Home Based	30/08/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1944	Expert by Experience	Home Based	07/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	155	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	29	Expert by Experience	Home Based	06/04/2016		Self Employed	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1670	Expert by Experience	Home Based	17/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2252	Expert by Experience	Home Based	12/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2016	Expert by Experience	Home Based	26/07/2017	08/07/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1823	Expert by Experience	Home Based	12/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2264	Expert by Experience	Home Based	21/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	130	Expert by Experience	Home Based	14/07/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	143	Expert by Experience	Home Based	17/06/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	163	Expert by Experience	Home Based	01/07/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	76	Expert by Experience	Home Based	27/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	158	Expert by Experience	Home Based	08/07/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1569	Expert by Experience	Home Based	29/03/2017		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1800	Expert by Experience	Home Based	24/04/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	152	Expert by Experience	Home Based	06/04/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1293	Expert by Experience	Home Based	29/06/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2291	Expert by Experience	Home Based	24/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2162	Expert by Experience	Home Based	02/08/2017	no date given by DPL	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1884	Expert by Experience	Home Based	11/01/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	55	Expert by Experience	Home Based	13/05/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1188	Expert by Experience	Home Based	10/01/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2333	Expert by Experience	Home Based	05/11/2018		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2125	Expert by Experience	Home Based	26/07/2017	01/02/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	15	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1844	Expert by Experience	Home Based	01/02/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2262	Expert by Experience	Home Based	03/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A

Remploy	1553	Expert by Experience	Home Based	05/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	113	Expert by Experience	Home Based	17/06/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	337	Expert by Experience	Home Based	19/10/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1969	Expert by Experience	Home Based	27/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2129	Expert by Experience	Home Based	22/08/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2362	Expert by Experience	Home Based	24/07/2017	no date given by DPL (self employed)	Self Employed	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	70	Expert by Experience	Home Based	13/04/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1507	Expert by Experience	Home Based	18/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2067	Expert by Experience	Home Based	19/09/2017	03/12/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1690	Expert by Experience	Home Based	06/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2315	Expert by Experience	Home Based	08/03/2018		PAYE	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	116	Expert by Experience	Home Based	29/07/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2033	Expert by Experience	Home Based	19/07/2017	30/01/2017	Contract of Employment	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2121	Expert by Experience	Home Based	17/10/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1856	Expert by Experience	Home Based	22/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1803	Expert by Experience	Home Based	27/04/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2356	Expert by Experience	Home Based	12/11/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	7	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	272	Expert by Experience	Home Based	26/10/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1723	Expert by Experience	Home Based	28/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1543	Expert by Experience	Home Based	09/03/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2034	Expert by Experience	Home Based	21/09/2017	01/02/2016	Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2247	Expert by Experience	Home Based	04/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2253	Expert by Experience	Home Based	13/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1465	Expert by Experience	Home Based	13/04/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1967	Expert by Experience	Home Based	19/06/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1838	Expert by Experience	Home Based	02/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1921	Expert by Experience	Home Based	01/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2248	Expert by Experience	Home Based	30/11/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2036	Expert by Experience	Home Based	31/07/2017	21/03/2016	Contract of Employment	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A

Remploy	1806	Expert by Experience	Home Based	08/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	43	Expert by Experience	Home Based	27/04/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	153	Expert by Experience	Home Based	14/07/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1801	Expert by Experience	Home Based	02/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1561	Expert by Experience	Home Based	18/04/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2352	Expert by Experience	Home Based	06/11/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2158	Expert by Experience	Home Based	19/12/2016	Basic DBS only	Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2223	Expert by Experience	Home Based	21/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	80	Expert by Experience	Home Based	05/12/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	61	Expert by Experience	Home Based	29/09/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	17	Expert by Experience	Home Based	27/04/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	93	Expert by Experience	Home Based	06/04/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	231	Expert by Experience	Home Based	29/11/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	22	Expert by Experience	Home Based	24/06/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2199	Expert by Experience	Home Based	22/08/2017	08/07/2016	Contract of Employment	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2000	Expert by Experience	Home Based	17/04/2018		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	179	Expert by Experience	Home Based	09/09/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2289	Expert by Experience	Home Based	23/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2319	Expert by Experience	Home Based	12/06/2018		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	8	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	49	Expert by Experience	Home Based	01/07/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2152	Expert by Experience	Home Based	28/09/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	105	Expert by Experience	Home Based	07/11/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1448	Expert by Experience	Home Based	07/03/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1807	Expert by Experience	Home Based	25/05/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	149	Expert by Experience	Home Based	13/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2068	Expert by Experience	Home Based	18/07/2017		Contract of Employment	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	266	Expert by Experience	Home Based	09/09/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	84	Expert by Experience	Home Based	07/06/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	89	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A

Remploy	2254	Expert by Experience	Home Based	07/12/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1643	Expert by Experience	Home Based	27/04/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	64	Expert by Experience	Home Based	24/06/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1924	Expert by Experience	Home Based	05/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2213	Expert by Experience	Home Based	07/11/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2232	Expert by Experience	Home Based	10/04/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2309	Expert by Experience	Home Based	25/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1855	Expert by Experience	Home Based	16/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	147	Expert by Experience	Home Based	12/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1891	Expert by Experience	Home Based	06/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1926	Expert by Experience	Home Based	19/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2072	Expert by Experience	Home Based	22/07/2017	05/10/2016	Contract of Employment	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	73	Expert by Experience	Home Based	06/04/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	212	Expert by Experience	Home Based	13/09/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2231	Expert by Experience	Home Based	16/11/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1809	Expert by Experience	Home Based	03/05/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1437	Expert by Experience	Home Based	25/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1808	Expert by Experience	Home Based	04/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1906	Expert by Experience	Home Based	20/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	65	Expert by Experience	Home Based	25/05/2016		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	74	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	117	Expert by Experience	Home Based	13/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2273	Expert by Experience	Home Based	18/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1989	Expert by Experience	Home Based	18/07/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	94	Expert by Experience	Home Based	05/08/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	258	Expert by Experience	Home Based	26/09/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2187	Expert by Experience	Home Based	02/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	12	Expert by Experience	Home Based	13/05/2016		Volunteer	As and when required	£0.00	£0.00	N/A			Statutory	Statutory	N/A
Remploy	2280	Expert by Experience	Home Based	11/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2257	Expert by Experience	Home Based	14/12/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A

Remploy	1867	Expert by Experience	Home Based	06/07/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2274	Expert by Experience	Home Based	08/01/2018		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	2172	Expert by Experience	Home Based	06/08/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	133	Expert by Experience	Home Based	05/03/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	54	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	445	Expert by Experience	Home Based	05/09/2017		Self Employed	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	63	Expert by Experience	Home Based	06/05/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1378	Expert by Experience	Home Based	18/04/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1859	Expert by Experience	Home Based	22/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1604	Expert by Experience	Home Based	03/04/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1849	Expert by Experience	Home Based	17/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1585	Expert by Experience	Home Based	24/04/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2311	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	108	Expert by Experience	Home Based	17/06/2016		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	2220	Expert by Experience	Home Based	04/10/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1591	Expert by Experience	Home Based	29/03/2017		Self Employed	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	1869	Expert by Experience	Home Based	25/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	202	Expert by Experience	Home Based	15/03/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1105	Expert by Experience	Home Based	23/02/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1339	Expert by Experience	Home Based	24/04/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1925	Expert by Experience	Home Based	05/06/2017		Terms of Engagement	As and when required	£10.33	£10.33	N/A	£0.31	£1.25	Statutory	Statutory	N/A
Remploy	92	Expert by Experience	Home Based	06/04/2016		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1795	Expert by Experience	Home Based	01/06/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Remploy	1848	Expert by Experience	Home Based	22/05/2017		Terms of Engagement	As and when required	£9.07	£9.07	N/A	£0.28	£1.09	Statutory	Statutory	N/A
Choice Support	004914	Expert by Experience	Newark	19/10/2016	19/10/2016	CASUAL	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004576	Expert by Experience	Nottingham	30/06/2016	30/06/2016	CASUAL	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004605	Expert by Experience	Chesterfield	15/09/2016	15/09/2016	CASUAL	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004585	Expert by Experience	Nottingham	25/07/2016	25/07/2016	CASUAL	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	005015	Expert by Experience	Nottingham	29/11/2016	29/11/2016	CASUAL	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004587	Expert by Experience	Chesterfield	30/07/2016	30/07/2016	CASUAL	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A

Choice Support	004801	Expert by Experience	Tamworth	27/09/2016	27/09/2016	CASUAL	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004504	Expert by Experience	Cannock	01/02/2016	01/02/2016	CASUAL	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004500	Expert by Experience	Stoke on Trent	01/02/2016	01/02/2016	CASUAL	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004428	Expert by Experience	Leek	27/01/2014	27/01/2014	CASUAL	As and when required	£15 per hour	N/A	0 days	9%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004429	Expert by Experience	Church Stretton	27/01/2014	27/01/2014	CASUAL	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004430	Expert by Experience	Market Rasen	10/02/2014	10/02/2014	Casual	As and when required	£15 per hour	N/A	0 days	0%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	2 x annual salary
Choice Support	005412	Expert by Experience	Lincoln	28/07/2017	28/07/2017	Casual	As and when required	£15 per hour	N/A	0 days	0%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004506	Expert by Experience	Sheffield	22/04/2016	22/04/2016	Casual	As and when required	£15 per hour	N/A	0 days	0%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	2 x annual salary
Choice Support	005419	Expert by Experience	Sawbridgeworth	28/07/2017	28/07/2017	Casual	As and when required	£15 per hour	N/A	0 days	9%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004477	Expert by Experience	Grimsby	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	8%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	005142	Expert by Experience	Woodbridge	01/03/2016	01/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	005411	Expert by Experience	Birmingham	31/08/2017	28/07/2017	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004432	Expert by Experience	Repps-with-Bastwick	31/01/2014	31/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004518	Expert by Experience	Redditch	18/04/2016	18/04/2016	Casual	As and when required	£15 per hour	N/A	0 days	0.08	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004508	Expert by Experience	Stourbridge	29/04/2016	29/04/2016	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	005488	Expert by Experience	London	28/07/2017	28/07/2017	Casual	As and when required	£15 per hour	N/A	0 days	9%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004436	Expert by Experience	Letchworth	21/02/2014	21/02/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	005226	Expert by Experience	Royston	27/03/2017	27/03/2017	Casual	As and when required	£15 per hour	N/A	0 days	0%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004437	Expert by Experience	Norwich	31/01/2014	31/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	0%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	2 x annual salary
Choice Support	004438	Expert by Experience	Loughborough	28/03/2014	28/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004439	Expert by Experience	Birmingham	27/01/2014	27/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004408	Expert by Experience	Sheffield	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004421	Expert by Experience	Leigh on Sea	21/02/2014	21/02/2014	Casual	As and when required	£15 per hour	N/A	0 days	8%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004484	Expert by Experience	Sheffield	10/02/2014	10/02/2014	Casual	As and when required	£15 per hour	N/A	0 days	0%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004442	Expert by Experience	Hope Valley	31/01/2014	31/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004426	Expert by Experience	Beccles	31/01/2014	31/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004445	Expert by Experience	Market Harborough	31/01/2014	31/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	0.06	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	2 x annual salary
Choice Support	004415	Expert by Experience	Leigh-on-Sea	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	8%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	005648	Expert by Experience	Smethick	31/07/2017	31/07/2017	Casual	As and when required	£15 per hour	N/A	0 days	0.06	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004520	Expert by Experience	Evesham	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	0.06	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary

Choice Support	004447	Expert by Experience	Wolverhampton	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	0%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	2 x annual salary
Choice Support	004420	Expert by Experience	Norwich	31/01/2014	31/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004449	Expert by Experience	Colchester	24/01/2014	24/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004451	Expert by Experience	Birmingham	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	0%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	2 x annual salary
Choice Support	004502	Expert by Experience	Doncaster	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004509	Expert by Experience	Bonsall	22/04/2016	22/04/2016	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004456	Expert by Experience	Telford	27/01/2014	27/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	0%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004486	Expert by Experience	Gloucester	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	0%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004458	Expert by Experience	Warwick	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	9%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004501	Expert by Experience	Burnham Market	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004459	Expert by Experience	Birmingham	27/01/2014	27/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	005474	Expert by Experience	Cambridge	28/07/2017	28/07/2017	Casual	As and when required	£15 per hour	N/A	0 days	9%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004412	Expert by Experience	Ipswich	09/04/2015	09/04/2015	Casual	As and when required	£15 per hour	N/A	0 days	8%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004530	Expert by Experience	Saxlingham Netherg	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	9%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004461	Expert by Experience	Birmingham	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004462	Expert by Experience	Stoke-on-Trent	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	0	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004463	Expert by Experience	Seagrave	31/01/2014	31/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004464	Expert by Experience	Bedford	21/02/2014	21/02/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004527	Expert by Experience	Stafford	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	9%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004465	Expert by Experience	Newport	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	0	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	2 x annual salary
Choice Support	004466	Expert by Experience	Newcastle-under-Lyn	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	0.06	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004422	Expert by Experience	Birmingham	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	0.09	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004467	Expert by Experience	Stoke-on-Trent	01/02/2016	01/02/2016	Casual	As and when required	£15 per hour	N/A	0 days	0.09	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004469	Expert by Experience	Sutton Coldfield	27/01/2014	27/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	0.06	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004470	Expert by Experience	Great Yarmouth	31/01/2014	31/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	6%	Holiday pay calc	May be eligible for Statutory	Statutory redundancy	4 x annual salary
Choice Support	004678	Expert by Experience	Telford	19/10/2016	19/10/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004603	Expert by Experience	Nottingham	25/07/2016	25/07/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004604	Expert by Experience	Gloucester	25/07/2016	25/07/2016	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	004677	Expert by Experience	Derby	25/07/2016	25/07/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004798	Expert by Experience	Nottingham	19/10/2016	19/10/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A

Choice Support	003976	Expert by Experience	Birmingham	24/07/2014	24/07/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004031	Expert by Experience	Lincoln	04/03/2016	04/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004032	Expert by Experience	Birmingham	03/03/2016	03/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004033	Expert by Experience	Bedford	01/03/2016	01/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004062	Expert by Experience	Northampton	18/04/2016	18/04/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003935	Expert by Experience	Rotherham	25/03/2014	25/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004013	Expert by Experience	Leigh	05/05/2015	05/05/2015	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004395	Expert by Experience	Peterborough	27/03/2014	27/03/2014	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	003947	Expert by Experience	Bedford	27/03/2014	27/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004034	Expert by Experience	Birmingham	01/04/2016	01/04/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004035	Expert by Experience	Bedford	01/03/2016	01/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004659	Expert by Experience	Wolverhampton	19/10/2016	19/10/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004657	Expert by Experience	Biggleswade	19/10/2016	19/10/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004036	Expert by Experience	Woodbridge	01/03/2016	01/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003938	Expert by Experience	Solihull	24/03/2014	24/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003922	Expert by Experience	Waltham Abbey	01/02/2014	01/02/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003934	Expert by Experience	Bolton	25/03/2014	25/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004039	Expert by Experience	Nottingham	04/03/2016	04/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004007	Expert by Experience	Oldham	05/05/2015	05/05/2015	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004409	Expert by Experience	Milton Keynes	01/03/2016	01/03/2016	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	004410	Expert by Experience	Milton Keynes	01/03/2016	01/03/2016	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	003937	Expert by Experience	Northampton	24/03/2014	24/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004014	Expert by Experience	Grays	18/06/2015	18/06/2015	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004643	Expert by Experience	Rushden	15/09/2016	15/09/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004040	Expert by Experience	Sutton Coldfield	03/03/2016	03/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004041	Expert by Experience	Uttoxeter	03/03/2016	03/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004042	Expert by Experience	Spalding	04/03/2016	04/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004379	Expert by Experience	London	01/12/2011	01/12/2011	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	003933	Expert by Experience	Hutton Rudby	25/03/2014	25/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003984	Expert by Experience	Nottingham	09/10/2014	09/10/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A

Choice Support	003994	Expert by Experience	Derby	29/01/2015	29/01/2015	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004640	Expert by Experience	Chesterfield	15/09/2016	15/09/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003927	Expert by Experience	Cambridge	27/03/2014	27/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003881	Expert by Experience	Milton Keynes	10/08/2011	10/08/2011	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003978	Expert by Experience	Leicester	10/09/2014	10/09/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004400	Expert by Experience	Nottingham	08/01/2015	08/01/2015	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	004043	Expert by Experience	Birmingham	03/03/2016	03/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004008	Expert by Experience	Hull	05/05/2015	05/05/2015	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003905	Expert by Experience	Halton	07/11/2013	28/10/2013	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004381	Expert by Experience	Biggleswade	07/07/2011	07/07/2011	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003870	Expert by Experience	Nottingham	27/04/2012	18/04/2012	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004382	Expert by Experience	London	24/05/2013	24/05/2013	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	003871	Expert by Experience	Blackpool	17/04/2012	05/04/2012	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004644	Expert by Experience	Sleaford	15/09/2016	15/09/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003897	Expert by Experience	Lincoln	19/03/2013	19/03/2013	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004044	Expert by Experience	Cannock	03/03/2016	03/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004658	Expert by Experience	Burntwood	19/10/2016	19/10/2016	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	004384	Expert by Experience	Doncaster	19/08/2013	19/08/2013	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	003909	Expert by Experience	Swindon	07/11/2013	07/11/2013	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003931	Expert by Experience	Cambridge	27/03/2014	27/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004473	Expert by Experience	Nottingham	04/03/2016	04/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004385	Expert by Experience	London	01/12/2011	01/12/2011	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	003876	Expert by Experience	Chester	16/12/2011	16/12/2011	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004472	Expert by Experience	Leicester	04/03/2016	04/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003889	Expert by Experience	Birmingham	24/05/2013	24/05/2013	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004063	Expert by Experience	Lincoln	04/03/2016	04/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004665	Expert by Experience	Worcester	29/11/2016	29/11/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003946	Expert by Experience	Bedford	27/03/2014	27/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003923	Expert by Experience	Macclesfield	25/03/2014	25/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004386	Expert by Experience	Hull	24/08/2011	24/08/2011	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A

Choice Support	004045	Expert by Experience	Leicester	04/03/2016	04/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004645	Expert by Experience	Market Bosworth	19/10/2016	19/10/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004387	Expert by Experience	Hinckley	23/08/2011	23/08/2011	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	004046	Expert by Experience	Grantham	04/03/2016	04/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003965	Expert by Experience	Amersham	06/06/2014	06/06/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003970	Expert by Experience	Wolverhampton	24/07/2014	24/07/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003919	Expert by Experience	London	09/01/2014	08/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003877	Expert by Experience	Mansfield Woodhouse	04/07/2011	04/07/2011	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004047	Expert by Experience	Bedford	01/03/2016	01/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003921	Expert by Experience	London	17/01/2014	08/01/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003910	Expert by Experience	Shropshire	07/11/2013	07/11/2013	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003966	Expert by Experience	Tooting	06/06/2014	06/06/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004000	Expert by Experience	Melton Mowbray	08/01/2015	08/01/2015	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004666	Expert by Experience	Rugby	19/10/2016	19/10/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004051	Expert by Experience	Birmingham	03/03/2016	03/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004638	Expert by Experience	Nottingham	15/09/2016	15/09/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004053	Expert by Experience	Wisbech	18/04/2016	18/04/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004402	Expert by Experience	London	08/12/2014	08/12/2014	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	004401	Expert by Experience	Leamington Spa	10/06/2015	10/06/2015	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	004407	Expert by Experience	Kidderminster	03/03/2016	03/03/2016	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	003887	Expert by Experience	Birmingham	19/08/2013	31/05/2013	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004055	Expert by Experience	Leamington Spa	03/03/2016	03/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004056	Expert by Experience	Brentwood	01/03/2016	01/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004661	Expert by Experience	Milton Keynes	19/10/2016	19/10/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004392	Expert by Experience	Doncaster	18/04/2012	18/04/2012	self employed	As and when required	£15 per hour	N/A	0 days	N/A	28 days annually	N/A	N/A	N/A
Choice Support	004057	Expert by Experience	Newport	01/03/2016	01/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003873	Expert by Experience	Carlisle	17/04/2012	17/04/2012	Casual	As and when required	£15 per hour	N/A	0 days	6%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	003956	Expert by Experience	Worksop	24/03/2014	24/03/2014	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004029	Expert by Experience	Bingham	01/03/2016	01/03/2016	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A
Choice Support	004019	Expert by Experience	Northampton	10/06/2015	10/06/2015	Casual	As and when required	£15 per hour	N/A	0 days	If qualifies 3%	28 days annually	May be eligible for Statutory	N/A	N/A

[illegible]

Back Office Staff

Unique Identifier	Current Job Title	Contractual base location	Gender	Age at 01/04/2020	Start Date	Cont. Service Date	Contract Status	Weekly Hours	V FTE	Work Pattern	Basic Pay	Basic Pay FTE	Notice Period	Company Car Allowance	Benefits e.g Medical Insurance	Private Bonus Scheme payments in last 12 months	Employer's pension contribution	Annual holiday entitlement	Sickness policy	Redundancy Liability Calculation	Life Assurance
6003664	ExE Co-ordinator	REM Leicester Head Office	Female	32 Yrs 5 Mths	26/10/2015	26/10/2015	Permanent	35	1.00	2 week pattern ED 01.04.19	£22,000.00	£22,000.00	1 Month	£0.00	Medical Cashplan funded by Remploy	N/A	7.5%	26 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
6003690	Performance Manager	REM Home-based	Female	40 Yrs 11 Mths	04/01/2016	04/01/2016	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£35,279.00	£35,279.00	1 Month	£3,300.00	1. Medical Cashplan funded by Remploy 2. Private Medical Insurance	N/A	7.5%	26 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
60036746	ExE Co-ordinator	REM Leicester Head Office	Female	51 Yrs 3 Mths	23/03/2016	23/03/2016	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£22,220.00	£22,220.00	1 Month	£0.00	Medical Cashplan funded by Remploy	N/A	9.0%	26 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
60036783	Operations Director (Commercial)	REM Home-based	Female	51 Yrs 9 Mths	03/05/2016	03/05/2016	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£105,000.00	£105,000.00	1 Month	£7,000.00	1. Medical Cashplan funded by Remploy 2. Private Medical Insurance	N/A	0.0%	26 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
60036793	ExE Co-ordinator	REM Leicester Head Office	Female	46 Yrs 5 Mths	16/05/2016	16/05/2016	Permanent	32.5	0.93	32.5 (M6.5 TU6.5 W6.5 TH6.5 F6.5)	£20,632.86	£22,220.00	1 month	£0.00	Medical Cashplan funded by Remploy	N/A	9.0%	167 Hours	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
60036819	Head of ExE Operations	REM Home-based	Female	45 Yrs 2 Mths	04/07/2016	04/07/2016	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£55,000.00	£55,000.00	1 Month	£5,000.00	1. Medical Cashplan funded by Remploy 2. Private Medical Insurance	N/A	9.0%	26 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
60036827	ExE Co-ordinator	REM Leicester Head Office	Male	37 Yrs 5 Mths	12/07/2016	12/07/2016	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£22,000.00	£22,000.00	1 Month	£0.00	Medical Cashplan funded by Remploy	N/A	7.5%	26 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
60036829	Training Manager	REM Leicester Head Office	Female	46 Yrs 11 Mths	18/07/2016	18/07/2016	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£30,300.00	£30,300.00	1 Month	£0.00	Medical Cashplan funded by Remploy	N/A	7.5%	26 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
60036839	Exe Performance & Delivery Manager	REM Leicester Head Office	Male	37 Yrs 1 Mths	19/09/2016	19/09/2016	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£30,500.00	£30,500.00	1 Month	£0.00	Medical Cashplan funded by Remploy	N/A	7.5%	26 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
60036852	ExE Co-ordinator	REM Leicester Head Office	Male	40 Yrs 3 Mths	05/12/2016	05/12/2016	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£22,000.00	£22,000.00	1 Month	£0.00	Medical Cashplan funded by Remploy	N/A	7.5%	26 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
60036855	ExE Recruitment Co-ordinator	REM Leicester Head Office	Female	42 Yrs 11 Mths	05/12/2016	05/12/2016	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£22,000.00	£22,000.00	1 Month	£0.00	Medical Cashplan funded by Remploy	N/A	7.5%	26 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
60036957	ExE Co-ordinator	REM Leicester Head Office	Female	30 Yrs 1 Mths	05/06/2017	05/06/2017	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£22,000.00	£22,000.00	1 Month	£0.00	Medical Cashplan funded by Remploy	N/A	7.5%	26 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
60037018	Data Intelligence Officer	REM Leicester Head Office	Female	27 Yrs 2 Mths	04/09/2017	04/09/2017	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£25,500.00	£25,500.00	1 Month	£0.00	Medical Cashplan funded by Remploy	N/A	7.5%	25 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
200003632	Partnership and Stakeholder Engagement Manager	REM Home-based	Female	46 Yrs 8 Mths	12/02/2018	12/02/2018	Permanent	35	1.00	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£46,800.00	£46,800.00	1 Month	£4,400.00	1. Medical Cashplan funded by Remploy 2. Private Medical Insurance	N/A	7.5%	25 Days	2 months sick pay	3 weeks pay for each completed year of service	3 x salary
	Management Accountant	REM Leicester Head Office	Male	46 Yrs 10 Mths	06/04/2015	01/07/2013	Permanent	35.00	1	35.0 (M7.0 TU7.0 W7.0 TH7.0 F7.0)	£38,500.00	£38,500.00	1 Month	£0.00	Medical Cashplan funded by Remploy	N/A	9.0%	27 Days	3 months sick pay	3 weeks pay for each completed year of service	3 x salary
1	National Lead	WFH		62	01/05/2011	26/07/1999	Permanent	37.50	1	Monday-Friday	£41,764.00	£41,764.00	12 weeks	N/A		n/a	3%	28 days + 8 BH	10 weeks full pay and 10 weeks half pay	Statutory entitlement	3 times annual salary
2	Operational Manager	WFH		39	09/12/2013	09/12/2013	Permanent	37.50	1	Monday-Friday	£38,214.00	£38,214.00	5 weeks	N/A		600.00	3%	28 days + 8 BH	10 weeks full pay and 10 weeks half pay	Statutory entitlement	3 times annual salary
3	Team Leader PSO	Nottingham		37	04/03/2019	04/03/2019	Fixed term to 30/4/20	37.50	1	Monday-Friday	£24,000.00	£24,000.00	4 weeks	N/A		0.00	3%	25 days + 8 BH	SSP 1st year of service, 4 weeks full pay and 4 weeks half pay	Statutory entitlement	2 times annual salary
4	PSO	Nottingham		43	19/07/2011	06/12/2010	Permanent	30.00	0.8	Monday-Friday	£15,513.60	£19,392.00	8 weeks	N/A		461.52	3%	28 days + 8 BH (pro rata = 22.5 days + 6.5 BH)	10 weeks full pay and 10 weeks half pay	Statutory entitlement	3 times annual salary
5	PSO	Nottingham		23	04/03/2019	04/03/2019	Fixed term to 30/4/20	37.50	1	Monday-Friday	£16,000.00	£18,000.00	4 weeks	N/A		300.00	3%	25 days + 8 BH	SSP 1st year of service, 4 weeks full pay and 4 weeks half pay	Statutory entitlement	2 times annual salary
6	PSO	Nottingham		54	20/11/2017	20/11/2017	Permanent	37.50	1	Monday-Friday	£18,821.00	£18,821.00	4 weeks	N/A		300.00	3%	25 days + 8 BH	4 weeks full pay and 4 weeks half pay	Statutory entitlement	3 times annual salary
7	Social Value Inclusion and Engagement Manager	Nottingham		45	12/10/2015	07/06/2012	Fixed term to 30/4/20	37.50	1	Monday-Friday	£23,813.00	£23,813.00	7 weeks	N/A		600.00	3%	28 days + 8 BH	10 weeks full pay and 10 weeks half pay	Statutory entitlement	3 times annual salary
8	Project Manager	London		38	09/09/2013	09/09/2013	Permanent	35.00	1	Monday-Friday	£36,442.76	£36,442.76	1 month	n/a		n/a	9%	26 days	13 weeks full pay and then 13 weeks 1/2 pay	1 weeks pay for each year of service x 1.75	4 x annual salary
9	Project Support Officer	London		54	01/12/2010	01/12/2010	Permanent	35.00	1	Monday-Friday	£24,288.14	£24,288.14	1 month	n/a		n/a	9%	26 days	13 weeks full pay and then 13 weeks 1/2 pay	Statutory redundancy pay x 2	4 x annual salary

CQC Experts by Experience

Cancellations of events

Postponement and transfer of ExE activity requests:

Where an inspection needs to be postponed or brought forward, the inspector will issue an amendment via the Enterprise Resource Planning System (ERPS). An amendment is treated as a new request.

Some requests for Experts by Experience are cancelled for example: as a result of changes to inspection priorities or unforeseen circumstances for information relating to cancellations of events.

Please see ***Annex 1 – The work of CQC and the role that ExE play***

Tenderers will be expected to submit their proposals for cancellations in the Annex 5.



Declaration of Interest and Resolution of Conflicts policy

Our Values: Integrity

We demonstrate the highest ethical and moral standards, which instils trust in what we do. We are courageous, even when it is hard, so we don't compromise on ensuring we do the right thing for people who use services, and for each other. We are clear about what we will do and how we will do it, and take responsibility for our actions. We are open, honest and transparent in all our work. We are objective and free from bias to ensure that our judgements are viewed as ethical, fair and driven by a passion for doing the right thing.

1. What does the Declaration of Interest and Resolution of Conflicts policy require?

All members of staff recognise and disclose activities that might give rise to conflicts of interest or the perception of conflicts and ensure that such conflicts are seen to be properly managed or avoided.

A separate policy applies to CQC Commissioners and Independent Members of CQC committees.

2. Policy Statement

The Care Quality Commission (CQC) places great importance on ensuring its staff members demonstrate the highest standards of conduct. Those engaged by the CQC must always maintain and publicly demonstrate high standards of professional conduct, impartiality, honesty and integrity.

All CQC staff are required to identify and disclose activities that might give rise to conflicts of interest or the perception of conflicts and to ensure that such conflicts are seen to be properly managed or avoided.

If properly managed, activities can usually proceed as normal whilst at the same time upholding the person's obligations to CQC and protecting the integrity and reputation of the organisation. By contrast, conflicts which are not managed effectively may jeopardise public confidence and cause serious damage to the reputation of the organisation and of the individuals concerned.

This policy reflects the Standards of Business Conduct set out by the Committee on Standards in Public Life, and known as the 'Nolan Principles' (see Appendix E for more information on the 'Nolan Principles')

- Selflessness
- Integrity
- Objectivity
- Accountability
- Openness
- Honesty
- Leadership

3. Scope

The policy applies to CQC staff at all levels, full or part time, including employees, specialist advisors, contractors, temporary workers, experts by experience, SOADs, MHA Commissioners, as well as all Healthwatch staff.

The following CQC policies should be read in conjunction with this document: (Please note this list is not exhaustive)

- Disciplinary
- Code of Conduct
- Whistleblowing
- Gifts and Hospitality
- Procurement
- Whistleblowing
- Counter Fraud
- Freedom of Information
- Knowledge and Information Management(KIM)

All CQC staff members must familiarise themselves with all the above policies. The relevant policy and procedure would be used in any instance of misconduct and outcomes indicated in the policy would apply.

4. The policy

On appointment to CQC and during their employment, every staff member must make a written disclosure of activities that might give rise to conflicts of interest or the perception of conflicts.

It is the responsibility of each individual to recognise situations in which he or she has a conflict of interest, or might reasonably be seen by others to have a conflict, to disclose that conflict and to take such further steps as set out in this policy.

If an individual is uncertain about how this policy might affect his or her activities or has any questions about its application, s/he should first discuss the matter with their line manager who may contact the the Head of HR Advice and Guidance.

5. Recognising a conflict of interest

A conflict of interest arises where the commitments and obligations owed by an individual member of staff to the CQC are likely to be compromised, or may appear to be compromised. This may include:

- A staff member has competing interests or loyalties that are, or could potentially be, at odds with each other.
- A staff member's private affairs or financial interests (or those of a person with whom the person has a close personal relationship)* are in conflict, or could result in a perception of conflict with those of CQC.
- A staff member's actions could give rise to an appearance of bias or favouritism towards another person or body within or outside CQC

There can be situations in which the appearance of conflict of interest is present even when no conflict actually exists. It is important for all staff when evaluating a potential conflict of interest to consider how it might be perceived by others.

Potential conflicts of interests can be external to an individual's employment with CQC (such as secondary employment, relationship between CQC staff and other providers) and internal (personal relationships within the organisation, recruitment, procurement, etc.). Conflicts of interest may be financial or non-financial or both.

6. Financial conflicts of interest

A financial conflict of interest, for the purposes of this policy, is one where there is or appears to be opportunity for personal financial gain, financial gain to immediate family (or a person with whom the person has a close personal relationship*), or where it might be reasonable for another party to take the view that financial benefits might affect that person's actions.

Financial interest means anything of monetary value, for example:

- payments for services;
- equity interests (e.g. stocks, stock options or other ownership interests); and/or
- intellectual property rights (e.g. patents, copyrights and royalties from such rights).

The level of financial interest is not the determining factor as to whether a conflict should be disclosed. What might be 'not material' or 'not significant' for one person might be very significant for another.

7. Non-financial conflicts of interest

Non-financial interests can also come into conflict, or be perceived to come into conflict, with a person's obligations or commitments to CQC. Such non-financial interest may include any benefit or advantage, including, but not limited to, direct

or indirect enhancement of an individual's career or gain to immediate family (or a person with whom the person has a close personal relationship*).

Guidance on managing conflicts of interest is set out in Appendix A and further examples of possible conflicts of interest are set out in Appendix B. If in any doubt, individuals should discuss the issue with their line manager who can consult the HR Advice and Guidance Team.

*** Note:** For the purpose of this policy, 'immediate family' is defined as follows: spouse or civil partner, son, daughter. However, the 'close personal relationship' giving rise to an interest could extend to the following (this is not intended to be an exhaustive list): unmarried partner, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, the (unrelated) child of an unmarried partner, as well as adopted, half and step members of family.

8. Procedure

This section of the policy sets out when and how a Declaration of Interest should be made and how to deal with Conflicts of Interest.

All CQC employees will be required to submit an annual declaration of interests using the form set out at Appendix C, which will be counter signed by the relevant line manager. A record of all written disclosures will be reported to the relevant Deputy Chief Inspector or Director and kept on file within the HR Department. All members of staff will be expected to update their disclosure annually.

In addition, every member of the workforce taking an active role in our regulatory activities of providers (eg all inspectors and inspection management staff, but also registration staff, market oversight and corporate provider staff, legal and enforcement specialists) will be asked to make a positive declaration about the providers in their portfolio on a quarterly basis.

Those involved in regulatory activities will also be required to complete an appropriate declaration of interest before or at the start of any regulatory activity. This may be a detailed declaration, for example in the case of Specialist Advisers, or a short confirmation that the information previously provided in their Declaration of Interest has not changed and that no conflicts exist in relation to that specific provider.

It is the responsibility of each individual to inform their line manager as soon as possible if a conflict first arises, or it is recognised that a conflict might be perceived.

Many situations will require nothing more than a brief written record of the declaration, which will be signed off by line management and stored on the HR records system.

Some instances will, however, need to be dealt with by agreeing with the line manager and relevant Deputy Chief Inspector or Director how the conflict will be managed. Guidance on managing conflicts of interest is set out in Appendix A and, where appropriate, further advice can be obtained from the Head of HR

Advice and Guidance and the Director of Legal Services. The approach adopted must be documented and a copy placed on the HR records system.

9. Line managers

It is the responsibility of individuals to report any potential conflict of interest to their line manager in the first instance. The line manager should proactively take steps to manage any potential conflict in line with this policy, taking advice as necessary, document and report the outcome to their Deputy Chief Inspector or Director.

Line managers participating in a recruitment and selection process will be responsible for considering declarations of interest submitted by candidates during pre-employment screening, in consultation with the Welcome Team. Any declarations will be considered in line with this policy.

Line managers should include a specific assurance question in annual appraisals and mid-year reviews to ensure active consciousness of this policy and its importance

10. Action

Failure to disclose any potential conflict of interest may lead to an investigation under the Disciplinary policy and formal disciplinary action, where the outcome could include dismissal. This also applies to newly appointed staff who must declare the conflict of interest during the pre-appointment screening process. Failure to do so could result in the offer of appointment being withdrawn.

11. Equality Statement

CQC is committed to ensuring all people management policies, and their application, are free from any form of discrimination on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, nationality, religion or belief, sex and sexual orientation.

CQC will monitor this policy in order to identify whether it is having an adverse impact on any particular group of individuals, and take action accordingly.

12. Effective Date

This policy is effective from 1st February 2015

13. Review

This policy will be kept under review in respect of changes to legislation and information arising from equalities monitoring. We will also undertake a formal review of this policy on a rolling two year basis.

14. Policy owner

Gina Georgiou, HR Advice and Guidance Manager

Gina.georgiou@cqc.org.uk

Guidance on managing conflicts of interest

A. All Staff Members

In the course of their work all staff should take all reasonable steps to avoid any suggestion of bias or favouritism in any of their dealings with service users and other stakeholders, commercial or otherwise.

CQC staff may find that private matters will impinge on public duty and must be aware it is not appropriate or acceptable for any individual to use his or her public position or CQC resources to deal with private matters or to pursue private interests.

CQC acknowledges staff members may be appointed to CQC specifically for their expertise gained through their employment by other organisations and in that case, such interests need not normally debar them from participating in discussions on particular issues.

Nevertheless to ensure transparency and public confidence staff will not ordinarily be allowed to inspect or register a service they have been previously engaged with for a period of three years. After this period a decision will be made at Chief Inspector/Deputy Chief Inspector or Director level as to whether any further conflict may exist and therefore whether the individual can work directly with that organisation. Individuals who have held senior roles in an inspected body will not normally be able to work with that organisation whilst employed by CQC.

B. Other Occupations

Staff must not engage in any paid or unpaid activity that would conflict with CQC's independent role, including activity in the voluntary and charity sector. No restriction is placed on other work outside normal working hours providing the work for the CQC is not at detriment and the reputation of the organisation is not compromised. You may do unpaid work for voluntary or other organisations. We welcome this involvement in community affairs. However, your unpaid service must not affect your job or our reputation and you must inform your manager and get approval beforehand.

You must inform your manager and seek her/his written agreement if you want to do any other paid or unpaid work using the form at Appendix D. If your manager agrees that you can do other work or activities, you must take all reasonable steps to ensure it does not affect the work you do for us or affect your ability to do your job. It must not damage our reputation or have a negative effect on our duties or interests.

CQC staff must not use their experiences of using the CQC's methodologies, practices and knowledge of service providers in order to assist their secondary work.

C. Relationships with persons or bodies registered with or seeking to be registered with the CQC

During the course of their work at the CQC, it may be that staff will use one of the services registered or seeking to be registered with the CQC.

Examples of which are:

- Maternity Services
- Dentists
- GP
- Accident and Emergency services

Inspection and Regulation of the above services must be undertaken in a fair and objective manner. No preference or prejudice should be shown to regulated and inspected bodies that have been previously used by a CQC staff member (or a person with whom the person has a close personal relationship)* or services that engage individuals personally known to a CQC staff member.

Examples would include where a grandparent is a resident of a care home, or a partner has recently been a hospital in-patient, or a parent works in a GP surgery.

Any staff member responsible for engaging in registration and inspection activities who has used the service must discuss this immediately with their line manager. The same arrangement applies where a person with whom the person has a close personal relationship* has used or is involved in the service. This will result in consideration of the appropriate action as this situation would normally be unacceptable so as to ensure the reputation and credibility of the CQC.

Where any relationship whether friendship, personal or family develops or exists between a CQC staff member and a service provider, their staff or service users, the staff member must declare the relationship to their line manager.

D. Relationships within the organisation

Where staff who work together are in a friendship, personal or family relationship or financial relationship, there may be a potential for conflict of interest or breach of confidentiality. Therefore, where such a personal relationship exists or develops between staff where one staff member is in a position of authority in relation to the other, they are required to declare their relationship in confidence to their line managers. A meeting with each staff member and their line manager (or next level senior manager where the line manager is party to the relationship) may be held to determine what, if any, steps need to be taken. This meeting is solely to discuss and agree positive, constructive and practical steps and is not to discuss the details of the relationship itself. Advice should be sought from the HR advice and guidance team if necessary.

CQC staff are expected to demonstrate high standards of professional conduct and impartiality and it may be necessary to arrange their work so as to avoid the

possibility of favouritism, adverse treatment and to protect the interests of all individuals.

E. Procurement

Contracts must be awarded in accordance with CQC's procurement policies. Favouritism must not be shown to businesses run by people with whom the individual has a close personal relationship. All staff must comply with CQC's Procurement procedures and ensure appointments are made on merit in fair and transparent competition.

If individuals are responsible for engaging or supervising contractors and have any personal or domestic relationship or investment interest with them, or have previously been employed by them, they must declare this in writing to their manager.

The manager will decide whether this gives rise to, or could be seen to give rise to, a conflict of interest and therefore whether the individual should step back from the procurement process. The line manager may wish to consult the Procurement Team for advice.

F. Selection and Recruitment

All Commission appointments must be made in accordance with our recruitment and selection procedures. All appointments must be made on merit and not for any other reason.

If an individual is related to an applicant or has a close personal relationship with them, they must declare this to the Chair of the recruitment panel or if they are the Chair, to their line manager. Individuals should not be involved in any recruitment and selection process involving family members or close personal friends.

G. Association with other organisations whilst maintaining CQC Values and Behaviours

CQC's values and behaviours reflect its statutory public sector equality duty. This requires CQC, in carrying out its functions, to have due regard to the need to eliminate unlawful discrimination; to advance equality of opportunity between different groups; and to foster good relations between different groups. CQC therefore expects its staff to behave in a manner which is compatible with its values and behaviours both in and outside the workplace environment.

H. Political activity

If a member of staff takes up a position as an office holder of a political party this will need to be communicated to their line manager and to the relevant Deputy Chief Inspector or Director for consideration in consultation with the Head of HR Advice and Guidance.

I. Gifts and Hospitality

Individuals working for CQC are required to ensure they do not abuse their official position for personal gain or to benefit their family or friends. They must also ensure impartiality and integrity in the course of their duties is not compromised, nor could be perceived as being compromised, by the acceptance of anything that could be perceived to be an inducement from inspected or regulated bodies, contractors or other stakeholders. Further information on the correct procedure for dealing with gifts and hospitality can be found in the Gifts and Hospitality policy.

J. Bribery and Corruption

The Bribery Act 2010 extends to any instance of the crime of bribery across the organisation in addition to offences concerning transactions involving service users, providers and CQC staff. It also creates a new offence of failing to prevent bribery. Under the Act it is an offence to:

- Offer, promise or give a bribe
- Request, agree to receive or accept a bribe
- Fail to prevent bribery by those acting on behalf of the organisation

The offences under the Act carry criminal penalties. CQC maintains a zero tolerance approach to this behaviour and breaches will be addressed under the CQC Disciplinary Policy which could potentially lead to dismissal.

K. Fraud

It is the duty of all staff to report any suspected fraud by other staff either to their Head of Function, Deputy Chief Inspector or Director, HR or Chief Executive as soon as possible. All information will be confidential.

* **Note:** For the purpose of this policy, 'immediate family' is defined as follows: spouse or civil partner, son, daughter. However, the 'close personal relationship' giving rise to an interest could extend to the following (this is not intended to be an exhaustive list): unmarried partner, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, the (unrelated) child of an unmarried partner, as well as adopted, half and step members of family.

Examples of conflict of interests

- previous or current employment;
- regulated and inspected bodies that are or have been used by a CQC staff member (or a person with whom the person has a close personal relationship)*. For example, a grandparent is a resident of a care home, or a partner has recently been a hospital in-patient
- regulated or inspected services that employ individuals personally known to a CQC staff member. For example, a parent works in a dental surgery.
- consultancy positions advising organisations who operate in the health and social care sectors, whether paid or not;
- participating in the appointment, hiring or promotion of a person with whom the individual has a close personal relationship;
- negotiation of a contract between CQC and a company, where the staff member or his or her family or a close personal friend has a financial or non-financial interest (e.g. a directorship) in that company.
- voluntary or paid positions, such as trustees, elected and other public positions;
- membership of mutual support organisations, ie the Freemasons;
- any directorships of companies likely to be engaged with the business of the Commission;
- any financial interest in unlisted companies, partnerships and other forms of business in the health and social care sectors;
- gifts or hospitality offered to employees by external bodies and whether this was declined or accepted in the last twelve months;
- positions of authority in a charity or voluntary organisation in health and social care;
- participating in the appointment, hiring or promotion of a person with whom the individual has a close personal relationship*;
- negotiation of a contract between CQC and a company, where the staff member or his or her family or a close personal friend has a financial or non-financial interest (e.g. a directorship) in that company.

Declaration of Interests Form

Our Values: Integrity

We demonstrate the highest ethical and moral standards, which instils trust in what we do. We are courageous, even when it is hard, so we don't compromise on ensuring we do the right thing for people who use services, and for each other. We are clear about what we will do and how we will do it, and take responsibility for our actions. We are open, honest and transparent in all our work. We are objective and free from bias to ensure that our judgements are viewed as ethical, fair and driven by a passion for doing the right thing.

Full Name: Current Post Held in CQC: Directorate: Location: Line Manager: This form must be completed annually <u>and</u> when a potential conflict of interest arises.

Type of Conflict (refer to the Declaration of Interest and Resolution of Conflicts policy)	Description of interest including dates or if none exists, please state 'Nil' (Remember to state if the interest relates to you, a relative or someone with a close personal relationship*)
Direct financial interests	
Indirect financial interests	
Non-financial or personal interests	

I can confirm that above information is true and correct to the best of my knowledge

Signed :

Date :

Previous employment with inspected or registered organisations	
Other	

**Line Manager to complete
Action taken:**

Name:

Date:

*** Note:** For the purpose of this policy, 'immediate family' is defined as follows: spouse or civil partner, son, daughter. However, the 'close personal relationship' giving rise to an interest could extend to the following (this is not intended to be an exhaustive list): unmarried partner, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, the (unrelated) child of an unmarried partner, as well as adopted, half and step members of family.

Declaration of other appointments

Name:	Directorate:
Location:	Job Title:
Nature and Description of Duties to be undertaken (Please include name and address of organisation)	
Hours of Work per Week:	Working Pattern:

Note: you may be eligible to pay income tax and National Insurance contributions according to your earnings with any secondary employment. Please check with your secondary employer about how these will be deducted, including frequency. Your local Inland Revenue office will also be able to provide guidance in relation to earnings from secondary employment.

Signed:

Date:

Print Name:

Job Title:

Signed and Agreed by Line Manager:

Date:

Print Name:

Job Title:

THE SEVEN PRINCIPLES OF PUBLIC LIFE

SELFLESSNESS

Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

INTEGRITY

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.

OBJECTIVITY

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

ACCOUNTABILITY

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

OPENNESS

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

HONESTY

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

LEADERSHIP

Holders of public office should promote and support these principles by leadership and example.

SCHEDULE 2

Tender Response



CQC reference:

CQC PSO 195

CARE QUALITY COMMISSION (“CQC”)

Experts By Experience Programme

**DOCUMENT 05 -
TECHNICAL RESPONSE DOCUMENT**

TECHNICAL EVALUATION

**THIS DOCUMENT IS TO BE COMPLETED BY THE
TENDERER
AND UPLOADED ONTO THE CARE QUALITY
COMMISSION’S E-TENDERING PORTAL**

NAME OF TENDERER: CHOICE SUPPORT

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.

Tenderers should not refer to other documents or appendices as part of their response unless required.

Tenderers are referred to the Statement of Requirements (the “Specification”) when forming responses, and reminded that the Technical Evaluation will account for **70%** of their total tender score.

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

You must address each bullet point within the question, failure to do so will result in a lower score being allocated in line with the scoring descriptors.

Your response to each separate evaluation criterion is to be set out as a standalone item. Each separate evaluation criterion response will be evaluated in its entirety, clearly separate from any other evaluation criterion response that the supplier elects to submit for evaluation. Failure to provide a response will result in your organisation scoring no marks for that question.

For the avoidance of doubt, evaluators will not cross reference information from one question to another question regardless of its relevance or quality.

Any information provided which is not referenced or exceeds any specified word count will not be evaluated.

Hyperlinks and embedded documents will not be considered.

Please note each question maximum word limit, using Arial 12 point, single spaced font. Any material provided over this stated word limit will not be evaluated.

Please note any appendices submitted in response to requested supporting attachments, such as Illustrations / Diagrams / Plans will not be subject to the maximum word limit.

Method Statements

Please answer the questions below as fully as possible, taking note of the marks available. The first 4 questions refer to Services A, question 5 refers to Services B and question 6 refers to all services.

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

SERVICES A Question 1: Operational Capability Question 1.1: Managing Requirements		Question Weighting
	<p>Please describe how you intend to manage CQCs resource requirements. Your response should describe how you will deliver flexibility to support CQCs intelligence led approach, including responsive (risk based) and scheduled inspections, management of cancellations and amendments to ExE events.</p> <p><u>Permitted Supporting Attachment:</u> Proposal for Cancellation Policy (please refer to Document 02f Annex 5 (Cancellation of Events))</p> <p><i>(Word Count Maximum: 1000 words)</i></p> <p>Response:</p> <div></div>	Weighting = 10%

SERVICES A

Question 1: Operational Capability

Question 1.1: Managing Requirements

**Question
Weighting**

SERVICES A

Question 1: Operational Capability

Question 1.1: Managing Requirements

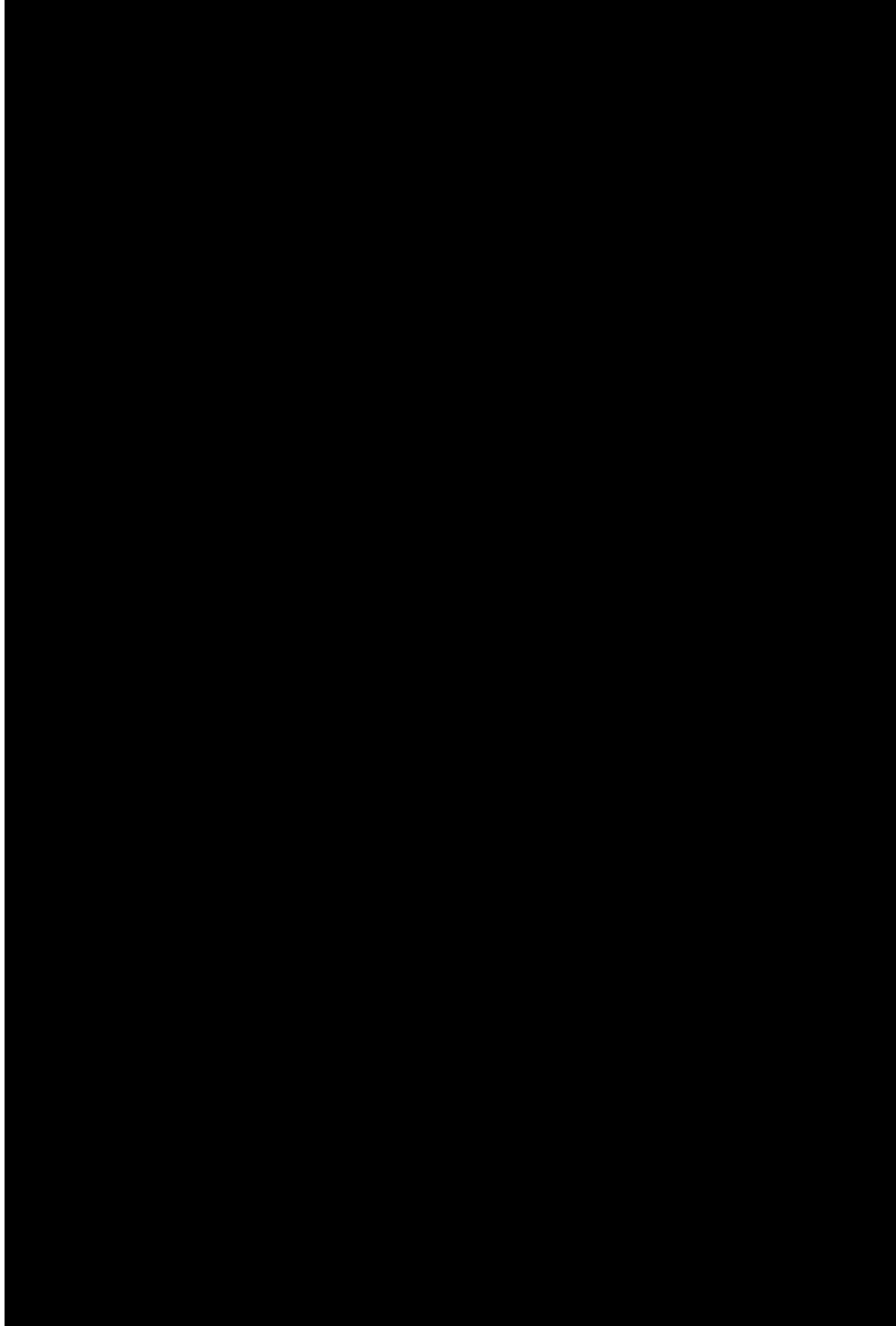
**Question
Weighting**

SERVICES A

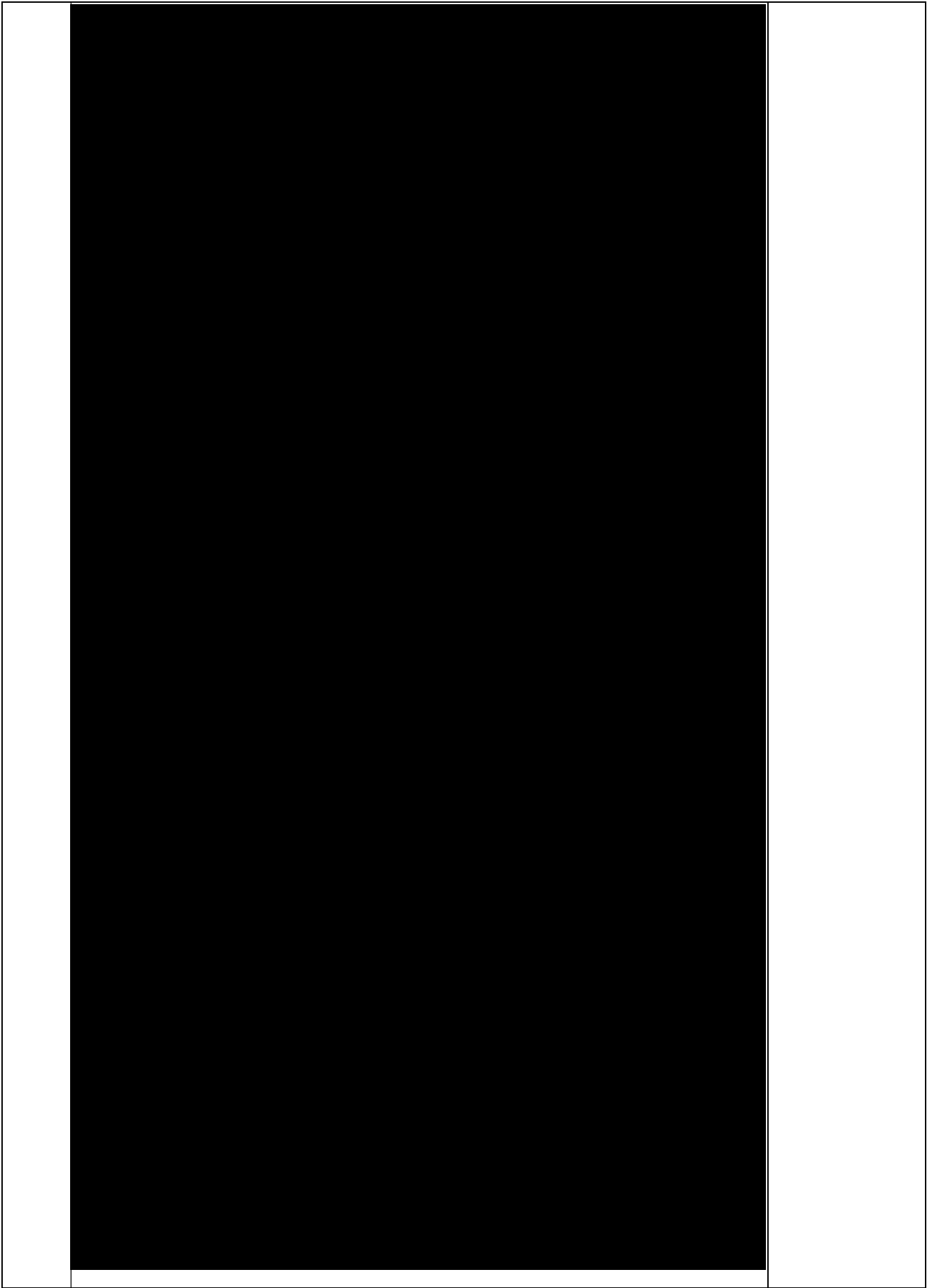
Question 1: Operational Capability

Question 1.1: Managing Requirements

**Question
Weighting**



Question 2: Resourcing the Service	Question Weighting
<p>Please describe how you intend to provide a flexible resourcing model that ensures CQC's service requirements can be fully met and ExE feel valued and are rewarded fairly for their Engagement. (Please note supply chains and partnerships is covered in question 4).</p> <p>Your response should cover:</p> <ul style="list-style-type: none"> • Local/Regional Economies • local/Regional Communities • individual ExEs. • Seldom Heard groups and communities • Your ability to deliver services B • Recruitment and retention of staff, including how you will demonstrate the value you place on the work ExE undertake through Pay/non-pay reward, fairness and terms and conditions for ExE. <p><i>(Word Count Maximum: 1500 words)</i></p>	
<p>Response:</p> <div data-bbox="228 1200 1228 2002" style="background-color: black; height: 358px;"></div>	<p>Weighting = 15%</p>



Question 2: Resourcing the Service		Question Weighting

Question 2: Resourcing the Service		Question Weighting

Question 2: Resourcing the Service		Question Weighting

Question 2: Resourcing the Service		Question Weighting

Question 3: Management and Leadership	Question Weighting
<p data-bbox="240 309 1222 416">Please describe how you intend to lead and manage the service delivering continuous quality improvement, describing key staff and their areas of expertise.</p> <p data-bbox="240 454 1222 707">Your response should cover but not be limited to performance management of individual ExE and the service (including continuous improvement), achievement of value for money, concerns and complaint handling (including staff whistle blowing and risk management), social media/online strategy, social value benefits to the regional economy, environment and community</p> <p data-bbox="240 757 1078 824"><u>Please note:</u> information such as staff profiles may be included.</p> <p data-bbox="240 882 770 916"><i>(Word Count Maximum: 1000 words)</i></p> <p data-bbox="240 943 408 976">Response:</p> <div data-bbox="228 987 1236 2018" style="background-color: black; height: 460px; width: 100%;"></div>	<p data-bbox="1257 1137 1445 1205">Weighting = 10%</p>

Question 3: Management and Leadership	Question Weighting

Question 3: Management and Leadership	Question Weighting

Question 3: Management and Leadership	Question Weighting

Question 3: Management and Leadership

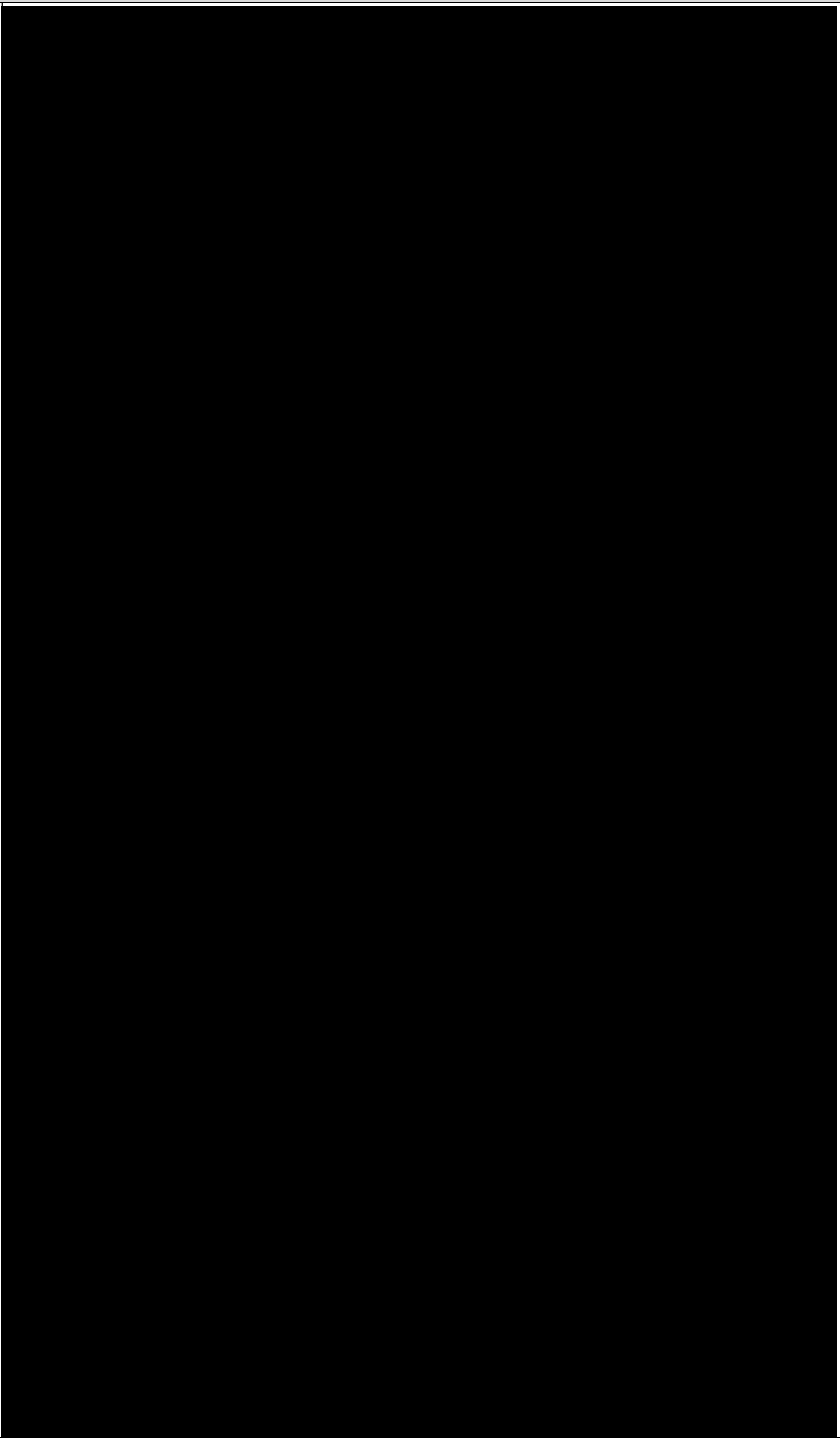
**Question
Weighting**



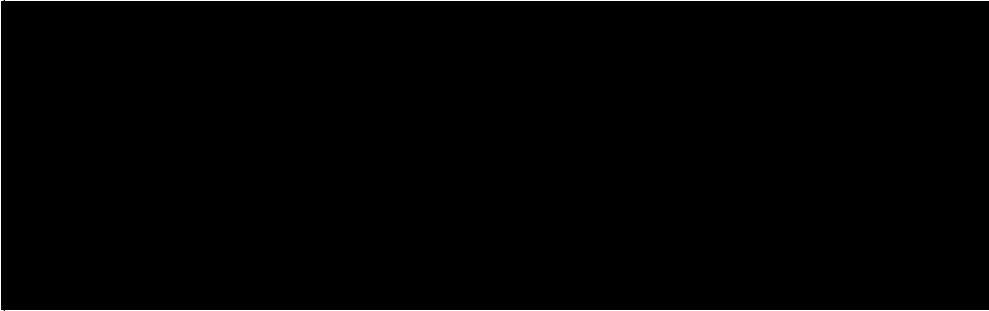
Question 4: Delivery Requirements		H2 Question Weighting
	<p>Please describe how you intend to deliver the requirement, including, where applicable, how you will work with supply chains and partnerships to deliver the requirement.</p> <p><i>(Word Count Maximum: 1000 words)</i></p>	
	<p>Response:</p> <div></div>	

**Weighting =
10%**

Question 4: Delivery Requirements		H2 Question Weighting

Question 4: Delivery Requirements	H2 Question Weighting
	

Question 4: Delivery Requirements		H2 Question Weighting

Question 4: Delivery Requirements		H2 Question Weighting
		

SERVICES B Question 5: Services to CQC's Public Engagement Strategy, Monitor and Insight	H3 Question Weighting
<p>Using the Examples provided in Annex 2 – Services B Examples Please ensure you cover how you intend to deliver the work under the following Examples:</p> <ul style="list-style-type: none"> • Example 1 - Continuous engagement with (CQC) identified groups • Example 2 - Design and deliver required engagement (including recruitment) with identified groups • Example 3 - Recruitment from (CQC) identified groups for existing engagement organised by CQC • Example 4 - Responsive engagement services to explore identified issues in care quality at a named service/s <p>Please ensure you reference all potential methods of delivery and include this in your costs in the commercial response document.</p> <p>Your response should be no more than 800 words per Example.</p> <p>In addition to the above, please describe (500 words Max) how you will maintain relationships and channels with seldom heard communities and groups ensuring timely access to these groups when required and how you will deliver continuous engagement with (CQC) identified groups on a national scale</p> <div data-bbox="225 1346 1235 2020" style="background-color: black; height: 300px; width: 100%;"></div>	<p>Weighting = 20%</p>

SERVICES B

Question 5: Services to CQC's Public Engagement Strategy, Monitor and Insight

H3 Question Weighting

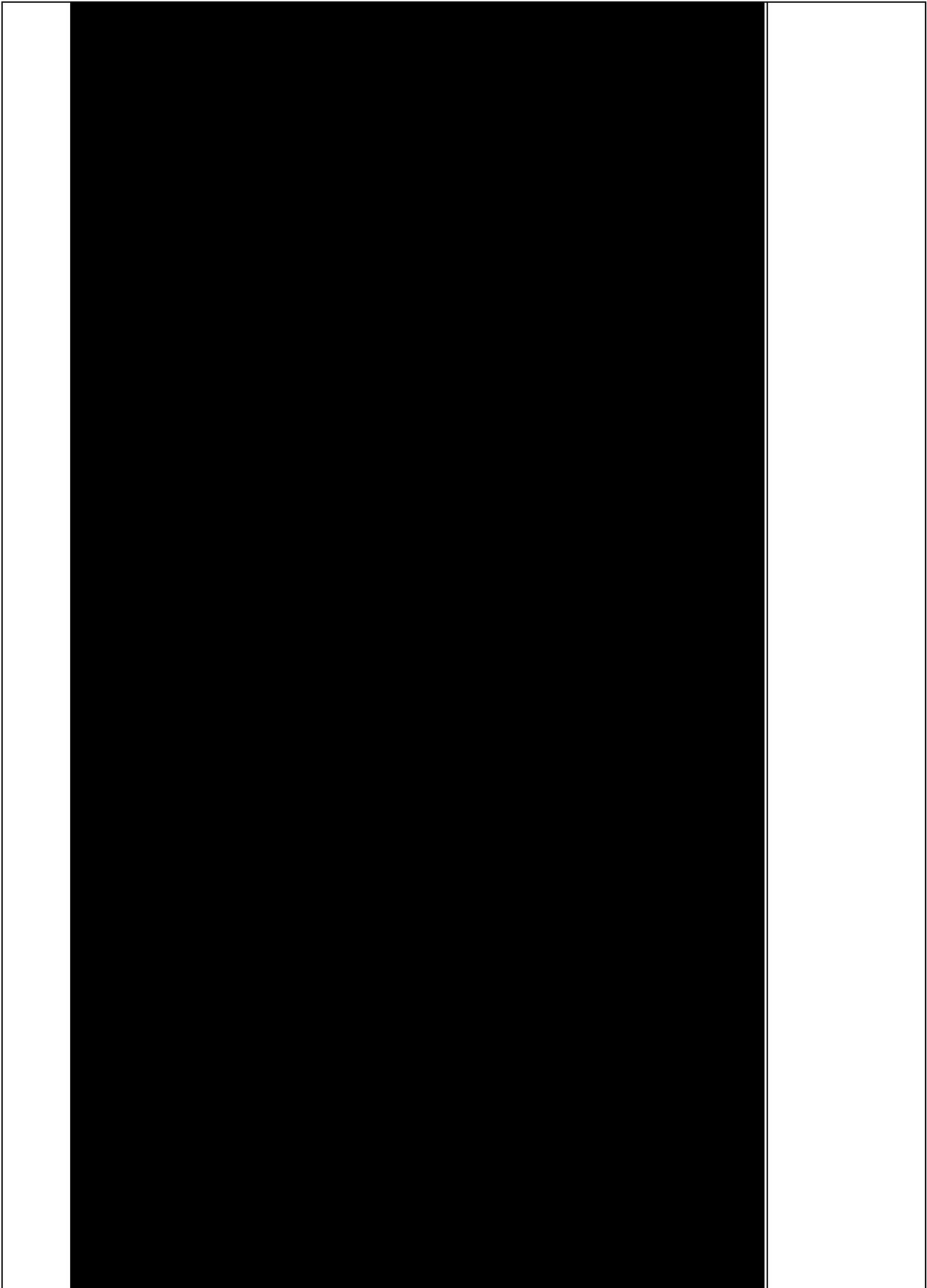
SERVICES B

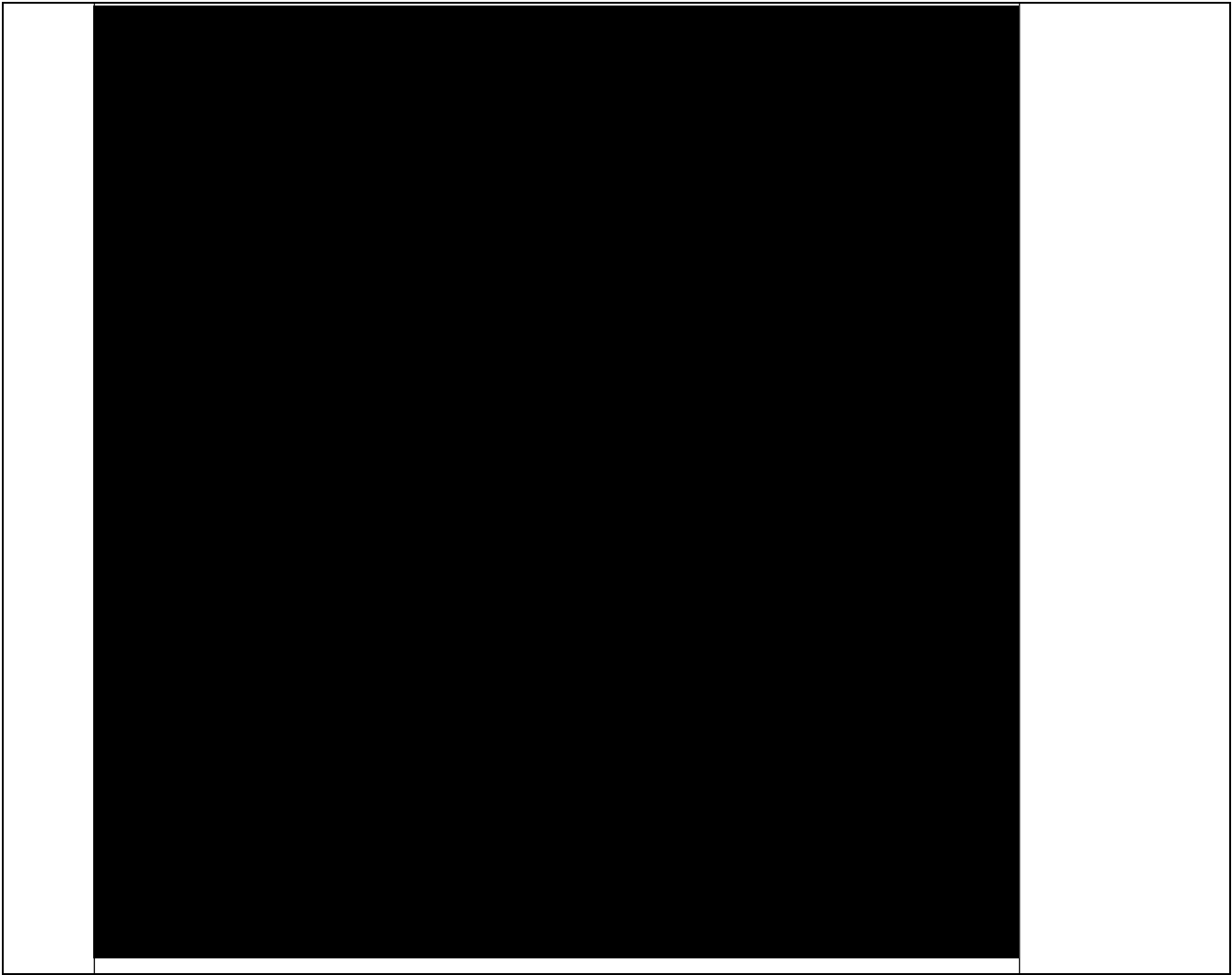
Question 5: Services to CQC's Public Engagement Strategy, Monitor and Insight

H3 Question Weighting

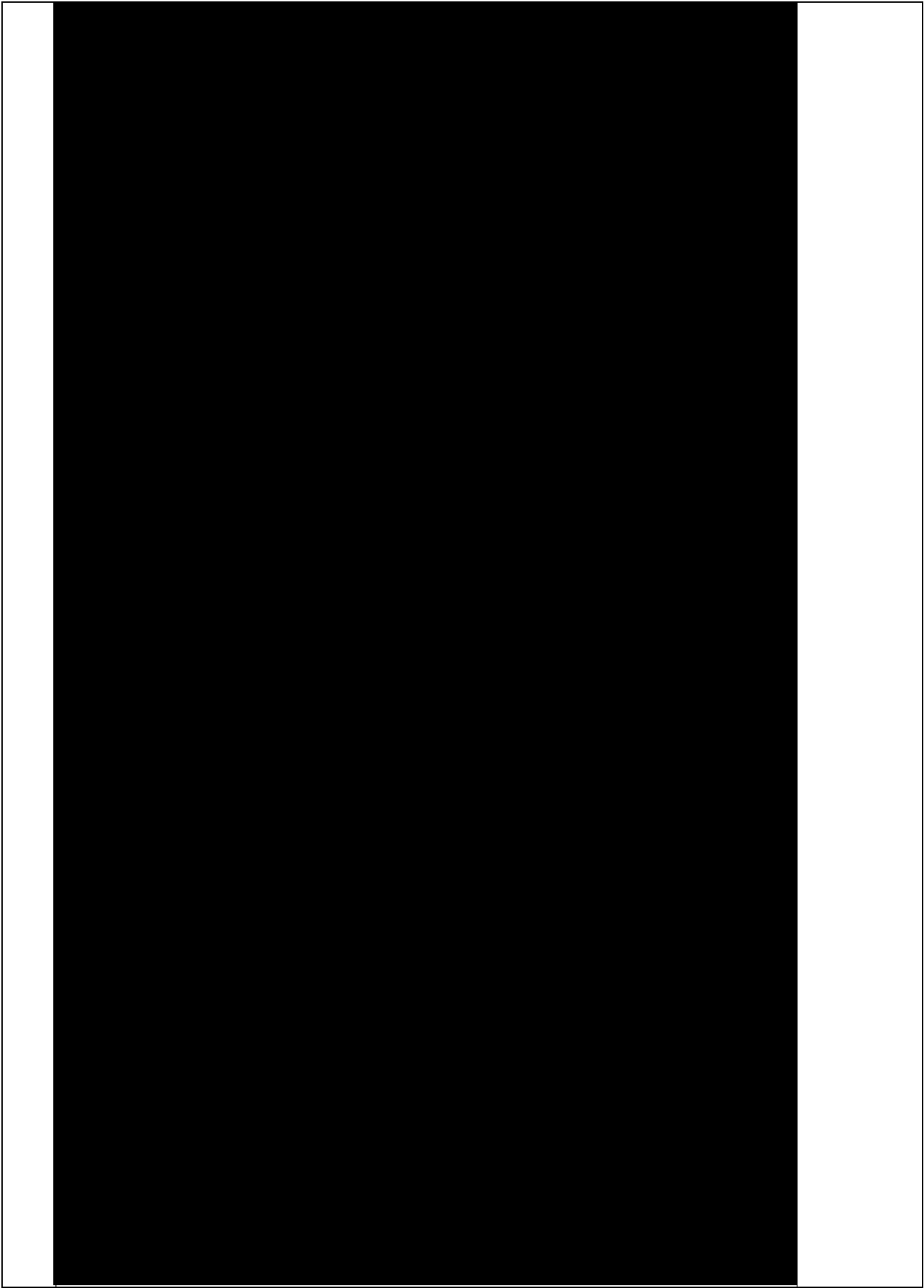


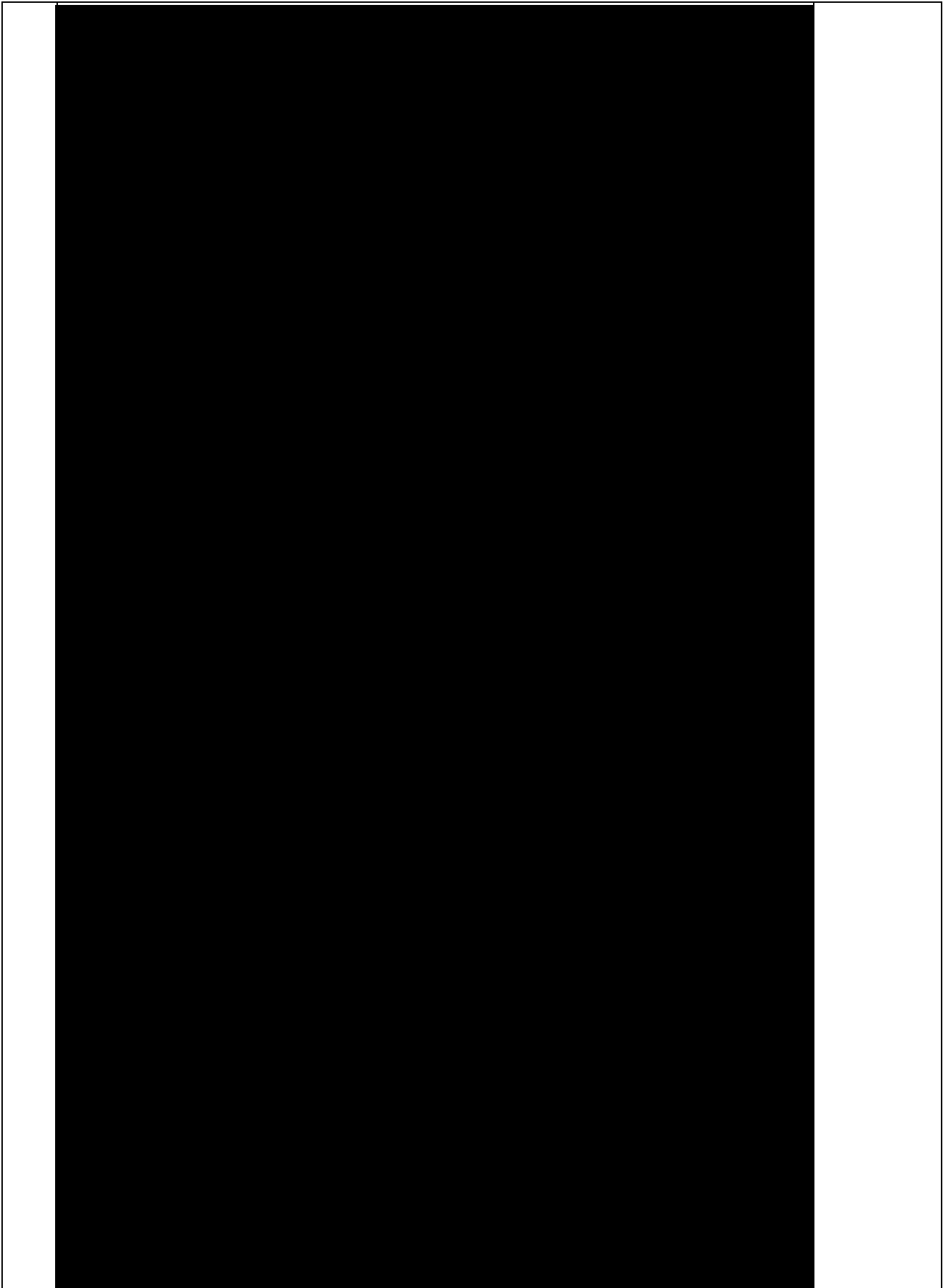
1.	<p>Example 1 – Continuous engagement with (CQC) identified groups.</p> <ul style="list-style-type: none"> • Please provide details on which groups you plan to engage with (subject to availability). Please include <ul style="list-style-type: none"> a) Segmentation (Population Group) b) Sample Size (How many from each group). • Please detail the format of your engagement e.g. Interview, focus group, teleconference, survey etc. • Please provide a rationale as to why you have selected the method you choose. <p>This should include how the supplier will recruit representative samples of the population and to specific groups. This section should also detail how you will conduct this recruitment in an ethically sound way when dealing with vulnerable groups.</p> <ul style="list-style-type: none"> • Please provide details of the timescales for delivery. 	
	<p>Example 1 – Response (no more than 800 words)</p> <div style="background-color: black; height: 350px; width: 100%;"></div>	<p>5%</p>



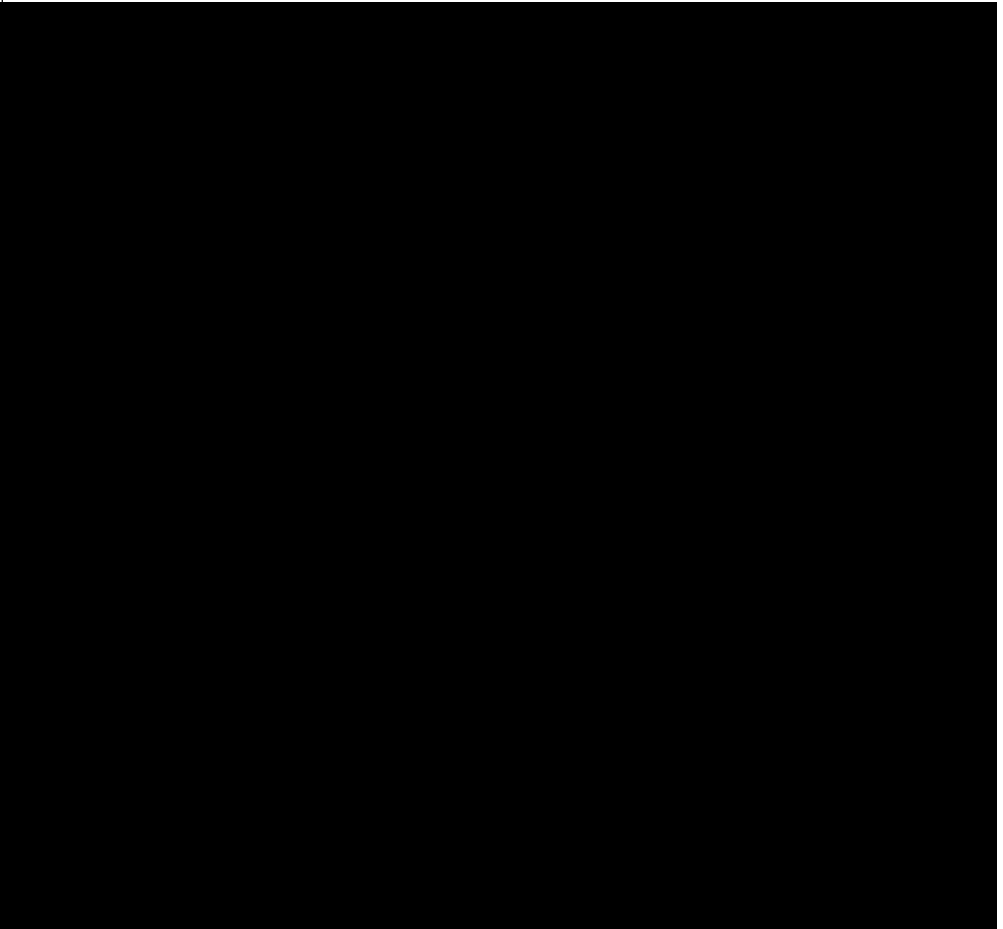


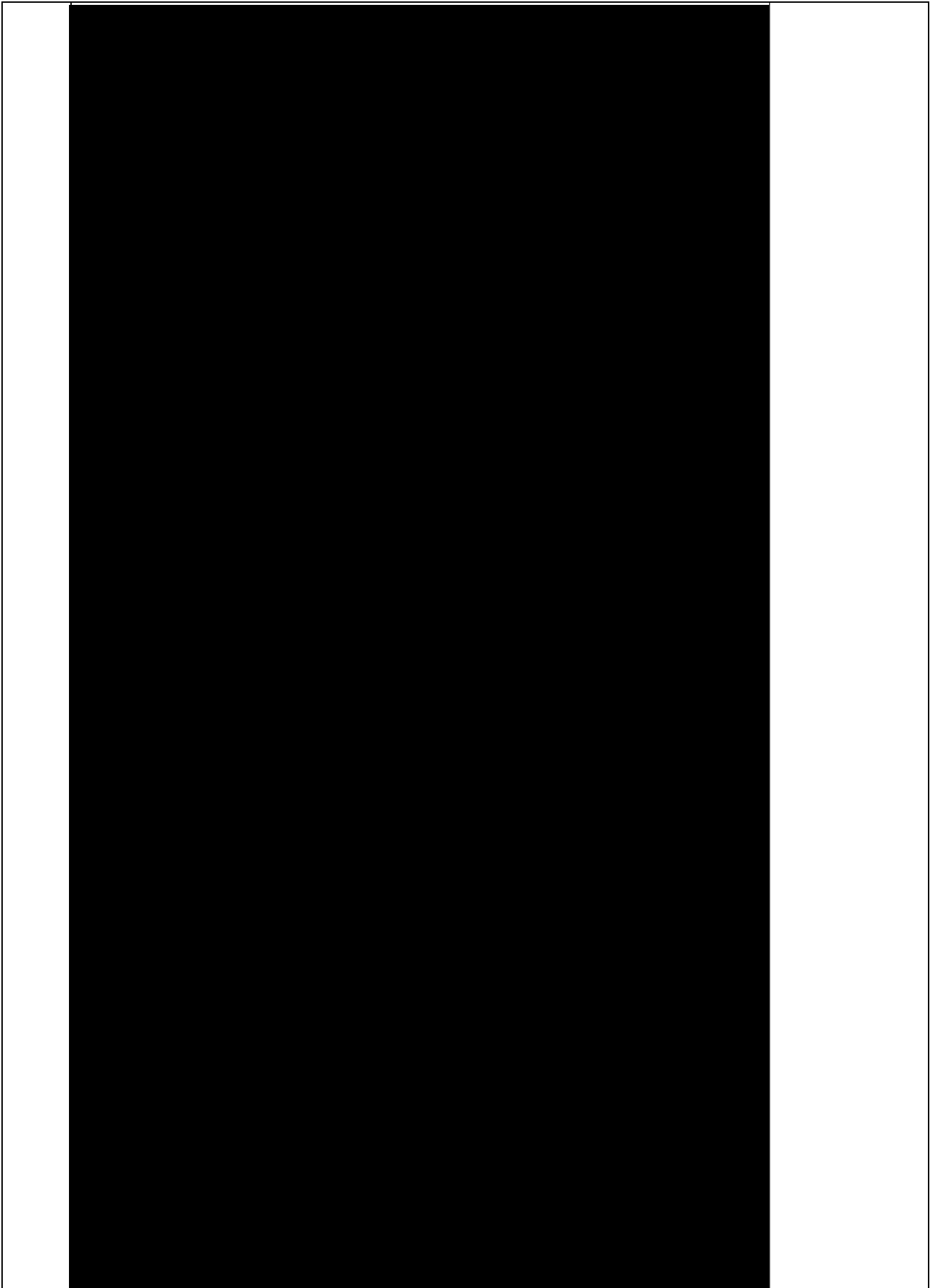
2.	<p>Example 2 – Design and deliver required engagement (including recruitment) with identified groups.</p> <ul style="list-style-type: none"> • Please provide details on which groups you plan to engage with (subject to availability). Please include <ul style="list-style-type: none"> c) Segmentation (Population Group) d) Sample Size (How many from each group). • Please detail the format of your engagement e.g. Interview, focus group, teleconference, survey etc. • Please provide a rationale as to why you have selected the method you choose. <p>This should include how the supplier will recruit representative samples of the population and to specific groups. This section should also detail how you will conduct this recruitment in an ethically sound way when dealing with vulnerable groups.</p> <p>Please provide details of the timescales for delivery.</p>	
	<p>Example 2 - Response (no more than 800 words)</p> <div data-bbox="204 1167 1283 2009" style="background-color: black; height: 376px;"></div>	<p>5%</p>



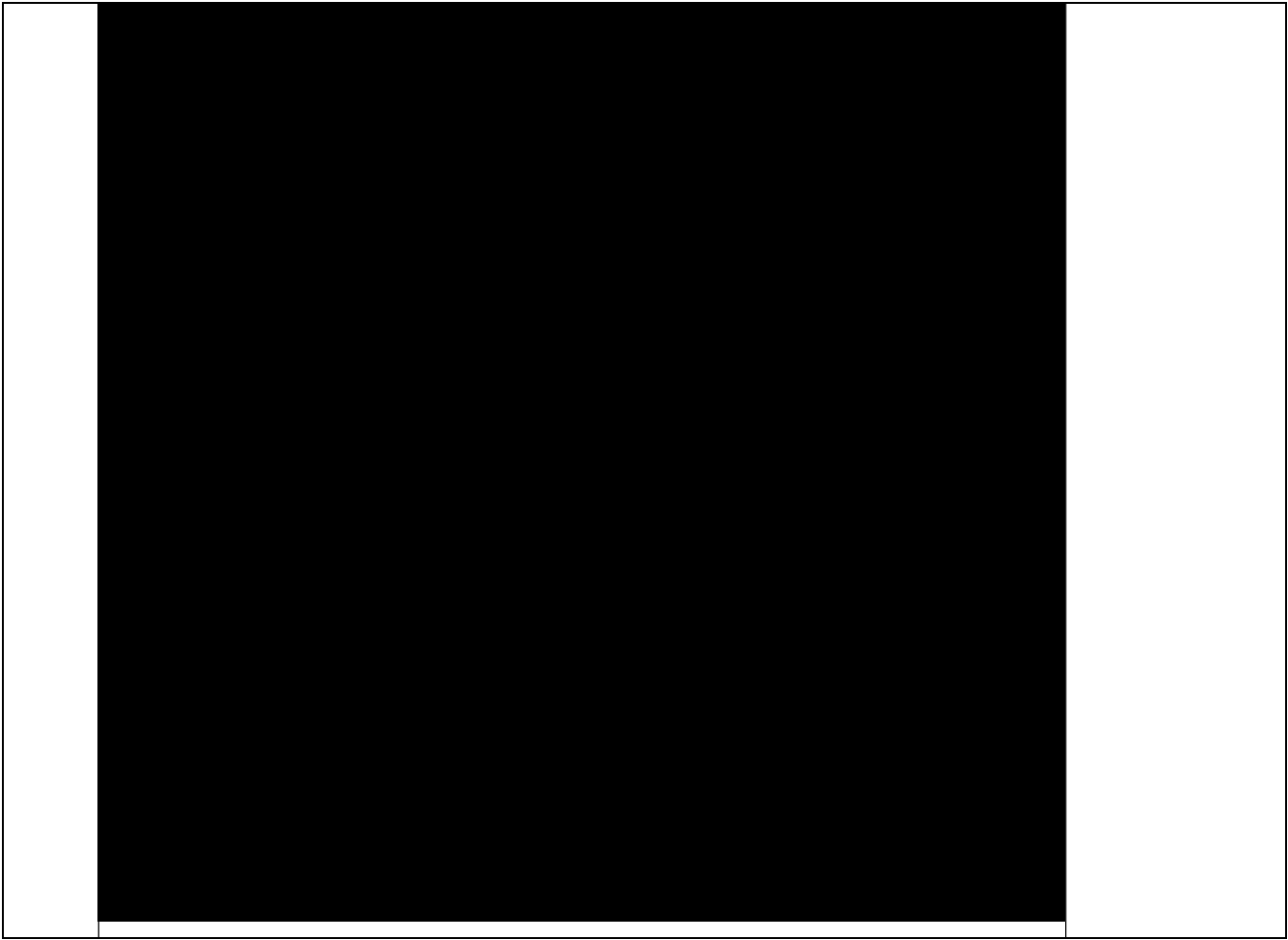


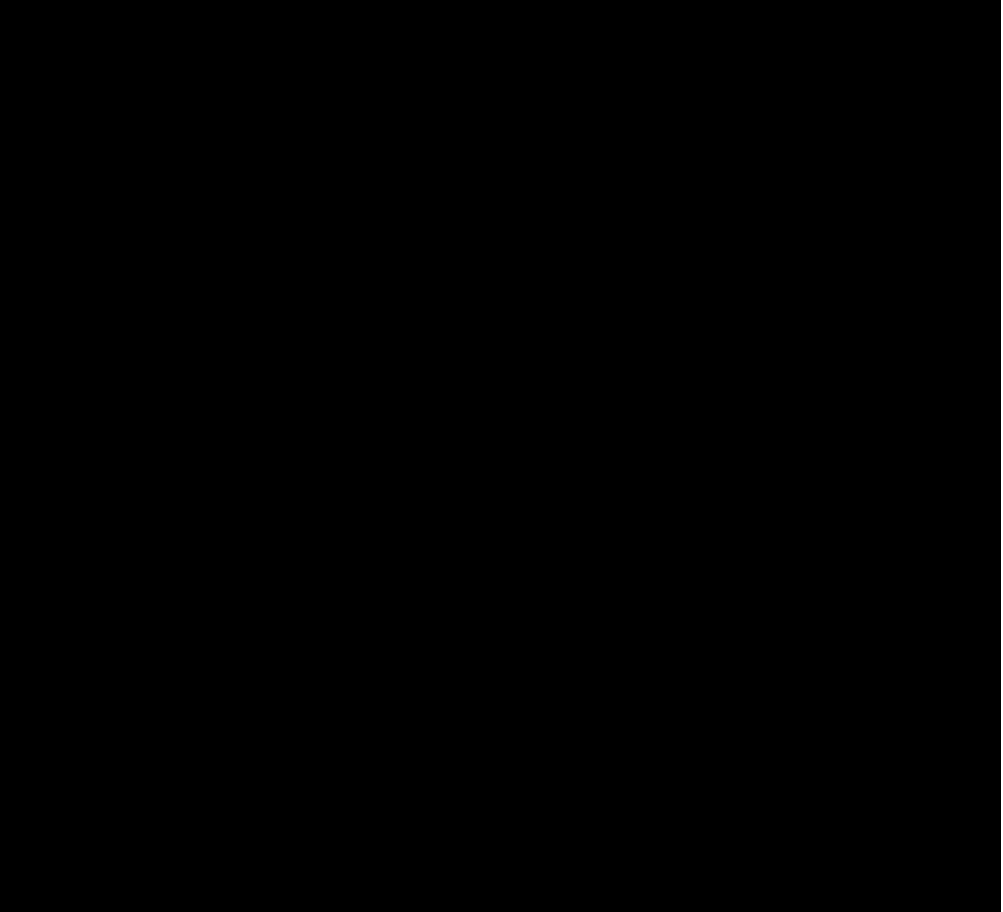
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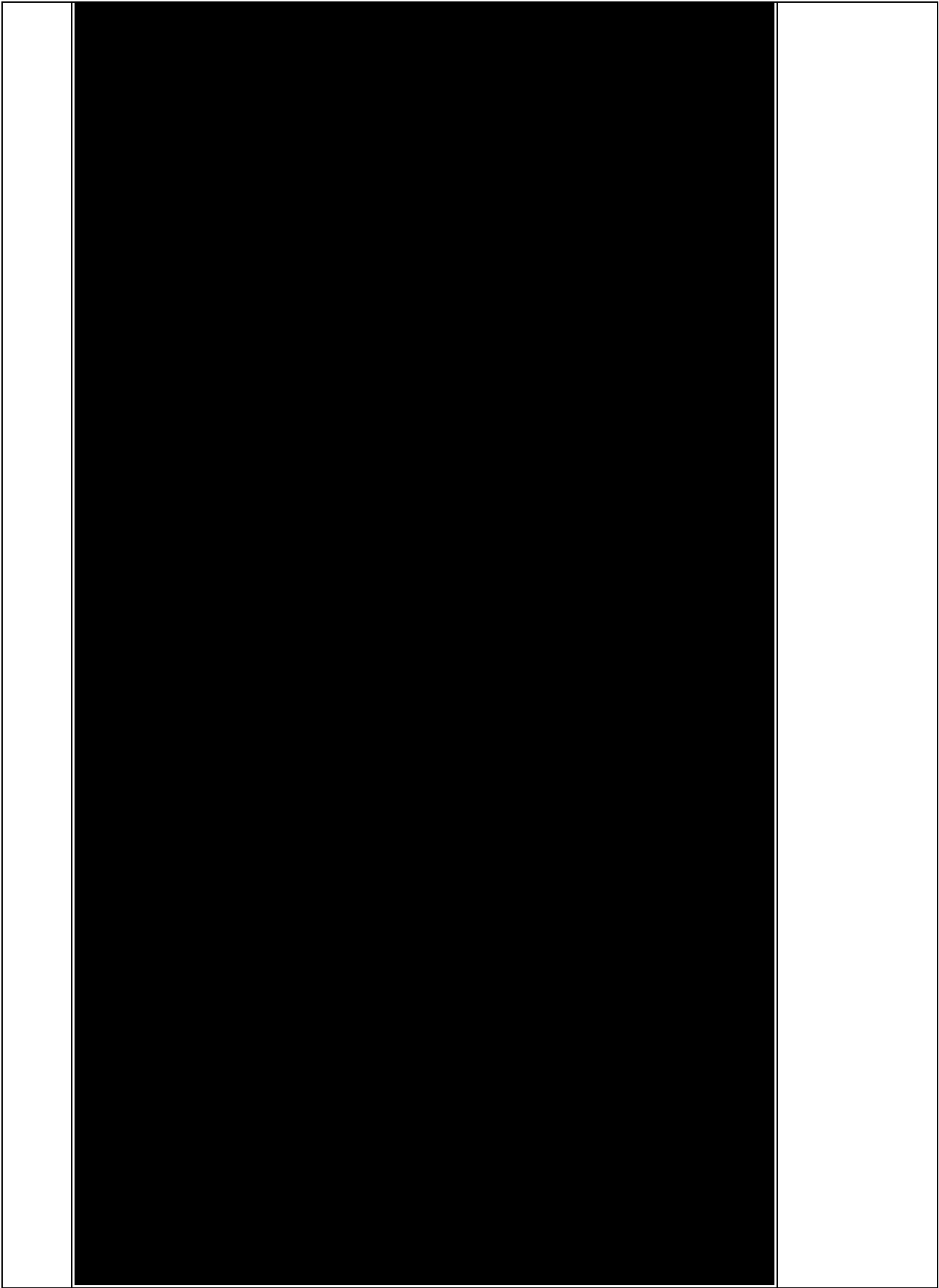
3.	<p>Example 3 – Recruitment from (CQC) identified groups for existing engagement organised by CQC</p> <ul style="list-style-type: none"> • Please provide details on which groups you plan to engage with (subject to availability). Please include <ul style="list-style-type: none"> e) Segmentation (Population Group) f) Sample Size (How many from each group). • Please detail the format of your engagement e.g. Interview, focus group, teleconference, survey etc. • Please provide a rationale as to why you have selected the method you choose. <p>This should include how the supplier will recruit representative samples of the population and to specific groups. This section should also detail how you will conduct this recruitment in an ethically sound way when dealing with vulnerable groups.</p> <p>Please provide details of the timescales for delivery.</p>	
	<p>Example 3 - Response (no more than 800 words)</p> 	5%

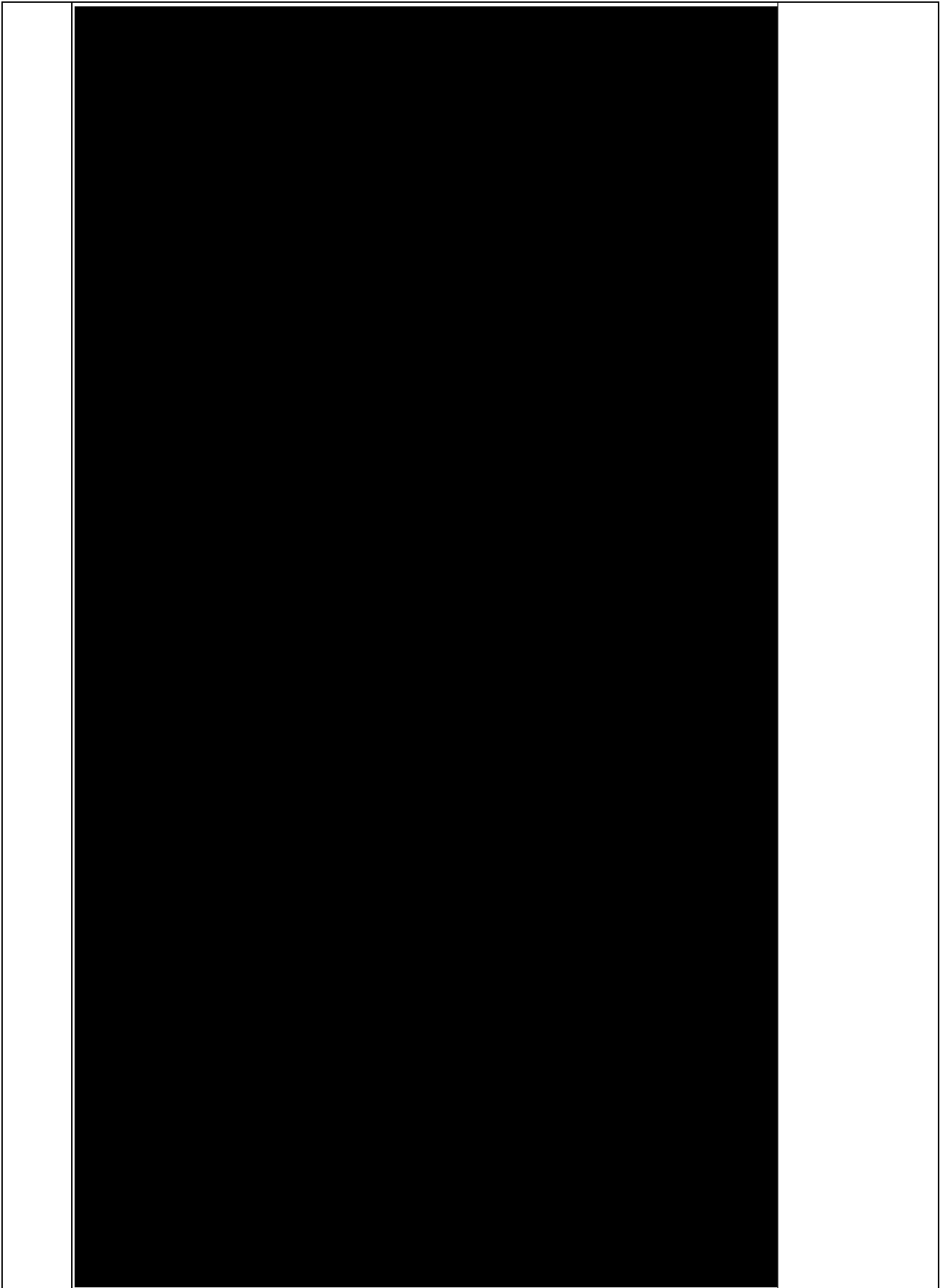


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4.	<p>Example 4 - Responsive engagement services to explore identified issues in care quality at a named service/s</p> <ul style="list-style-type: none"> • Please provide details on which groups you plan to engage with (subject to availability). Please include <ul style="list-style-type: none"> g) Segmentation (Population Group) h) Sample Size (How many from each group). • Please detail the format of your engagement e.g. Interview, focus group, teleconference, survey etc. • Please provide a rationale as to why you have selected the method you choose. <p>This should include how the supplier will recruit representative samples of the population and to specific groups. This section should also detail how you will conduct this recruitment in an ethically sound way when dealing with vulnerable groups.</p> <p>Please provide details of the timescales for delivery.</p>	
	<p>Example 4 - Response (no more than 800 words)</p> 	5%





Example Hourly breakdown

Tenderers are requested to complete the Example hourly breakdown below, detailing the number activities and hours you anticipate will be involved in the delivery of each Example.

The information provided in the Example tables below will be cross-referenced with each Example commercial table to ensure clarity.

Example 1- Activities

[illegible]

Example 2 - Activities

Activity	Number of Hours required to complete activity	Comments

Example 3 - Activities

[illegible]

Example 4 - Activities

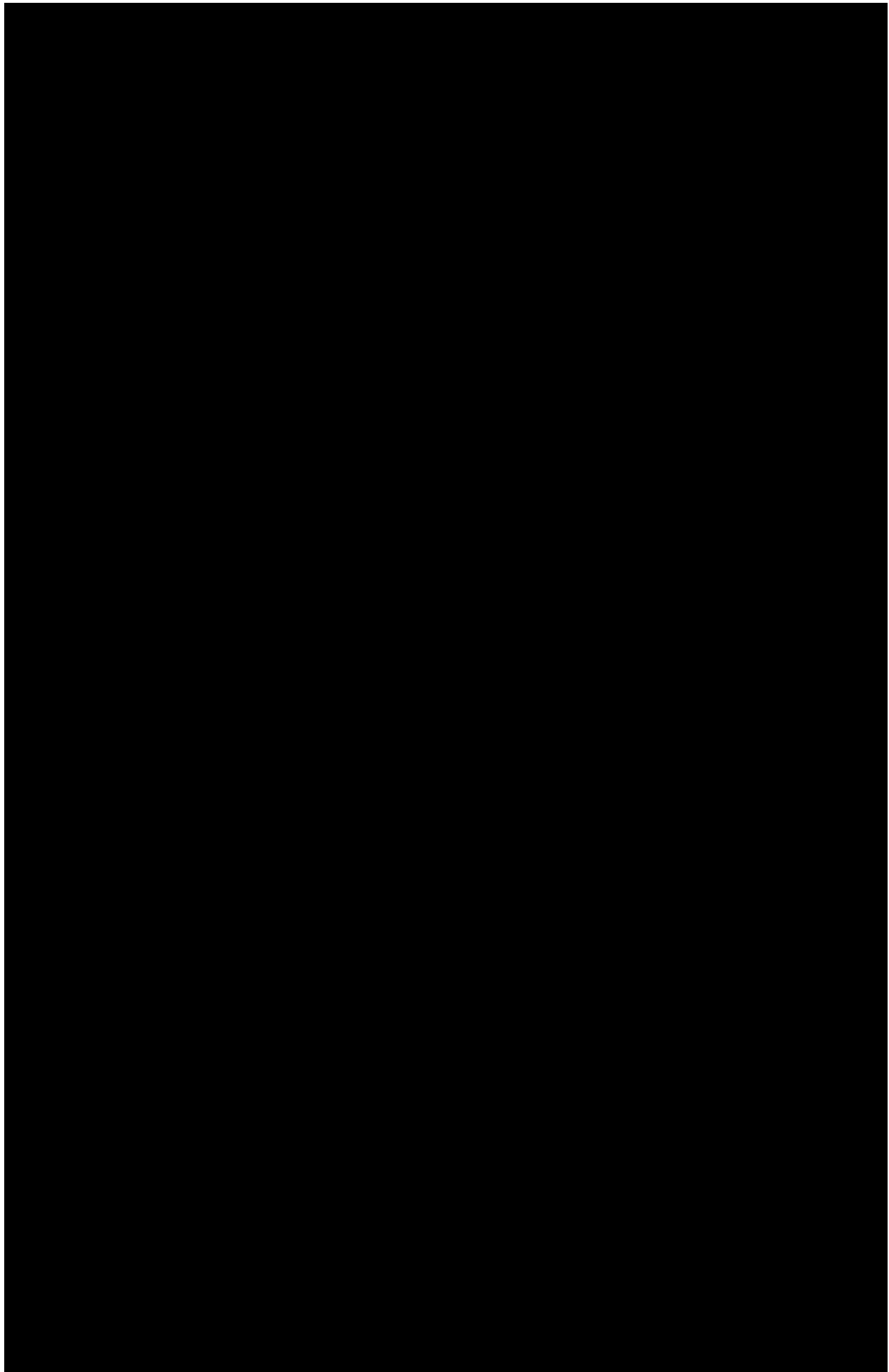
Activity	Number of Hours required to complete activity	Comments

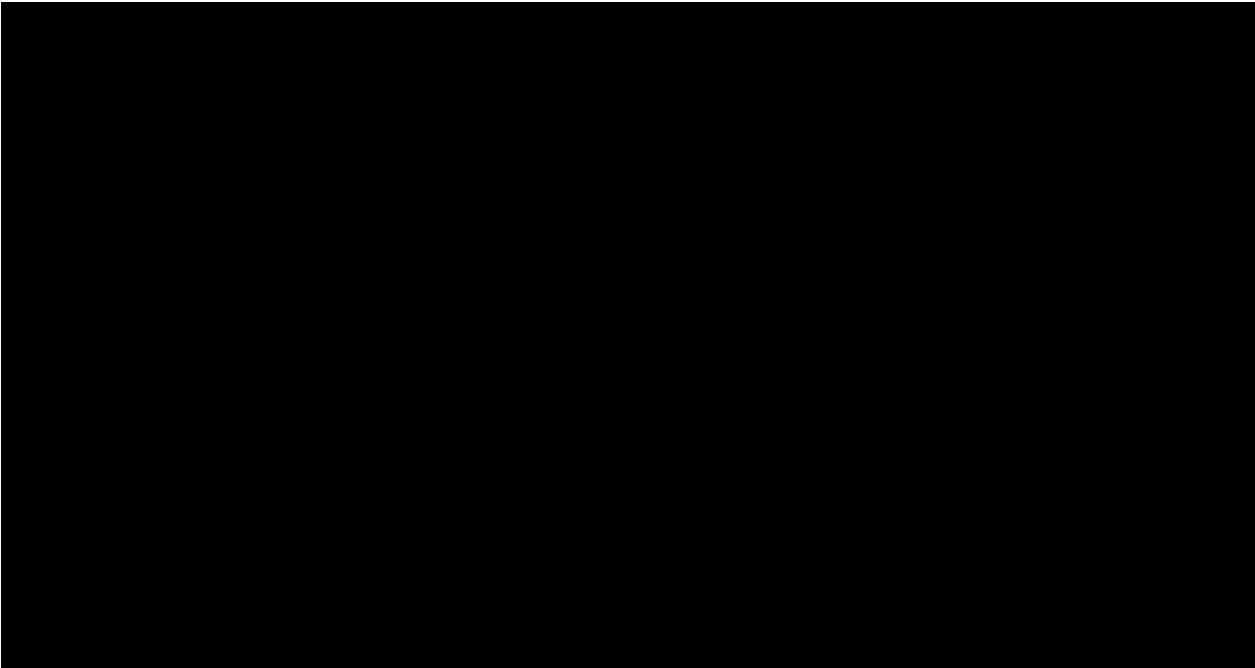
Question 6: Mobilisation and Deployment	H6 Question Weighting
<p data-bbox="185 300 1225 371">Please describe the actions you will take to mobilise and deploy the services required.</p> <p data-bbox="185 416 695 454"><i>(Word Count Maximum: 500 words)</i></p> <p data-bbox="185 463 349 501">Response:</p> <div data-bbox="169 501 1241 2049" style="background-color: black; height: 691px;"></div>	<p data-bbox="1262 1124 1449 1211">Weighting = 5%</p>

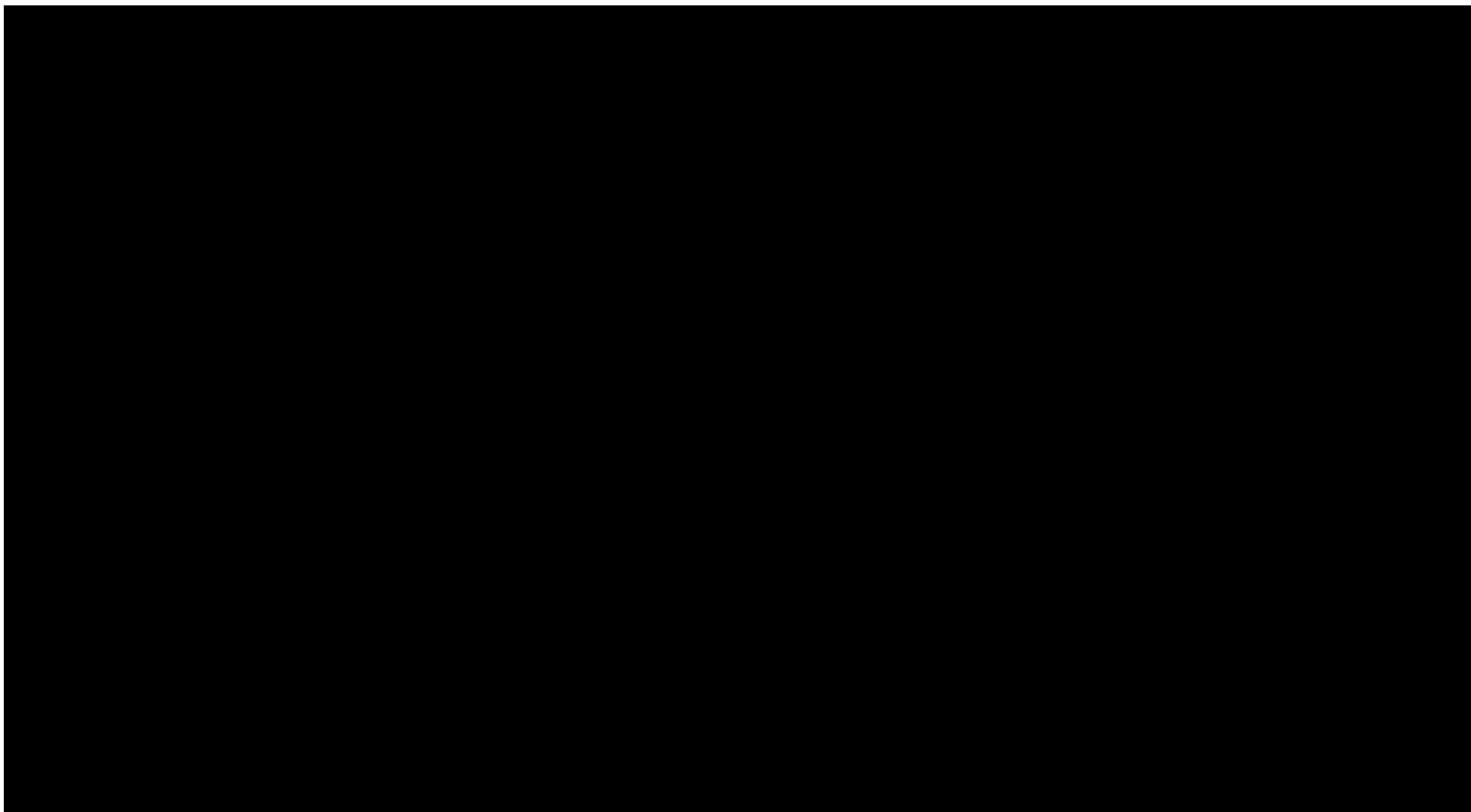
Question 6: Mobilisation and Deployment					H6 Question Weighting

Question 6: Mobilisation and Deployment					H6 Question Weighting

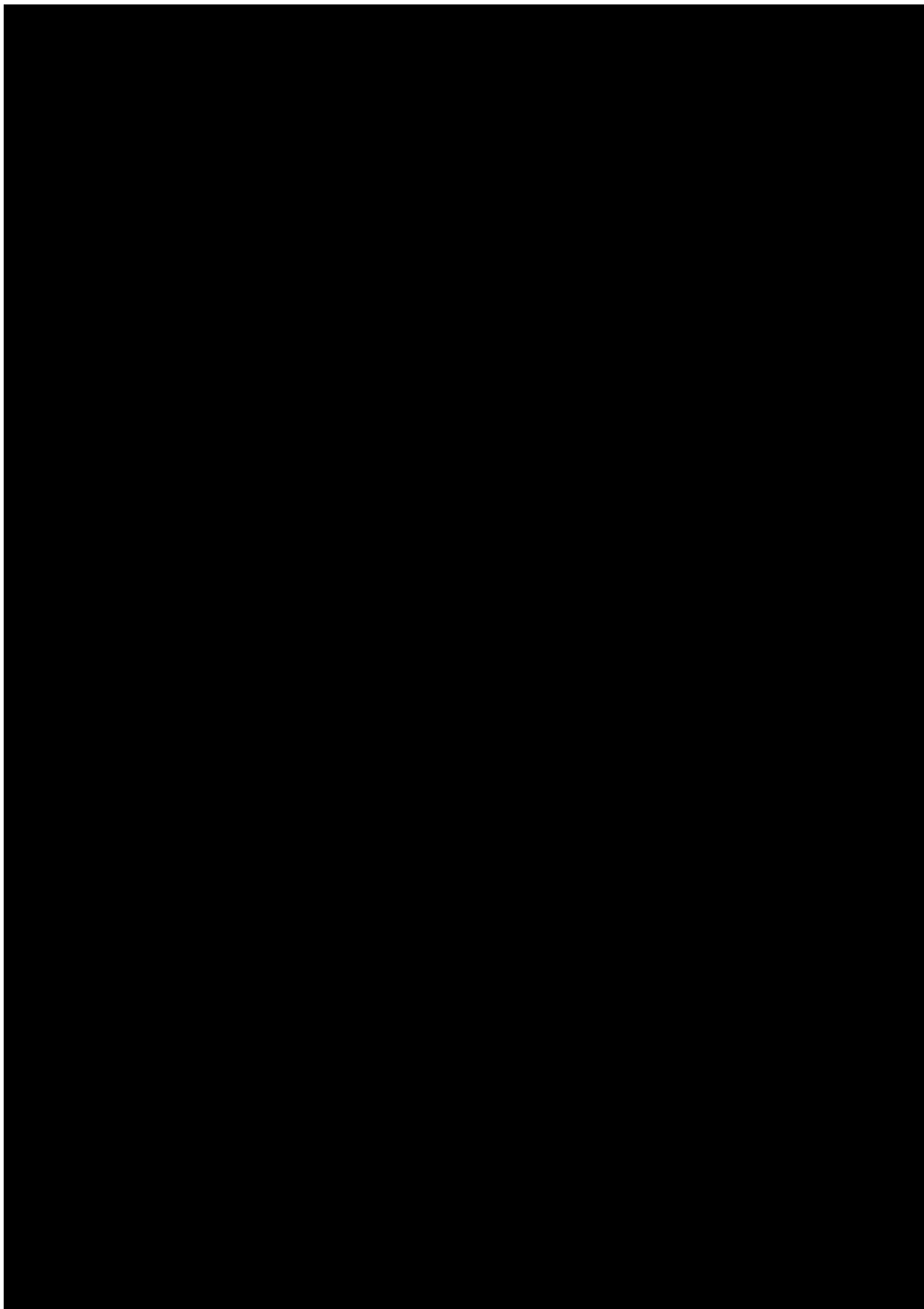
Cancellations and amendments of Experts by Experience (ExE) services policy

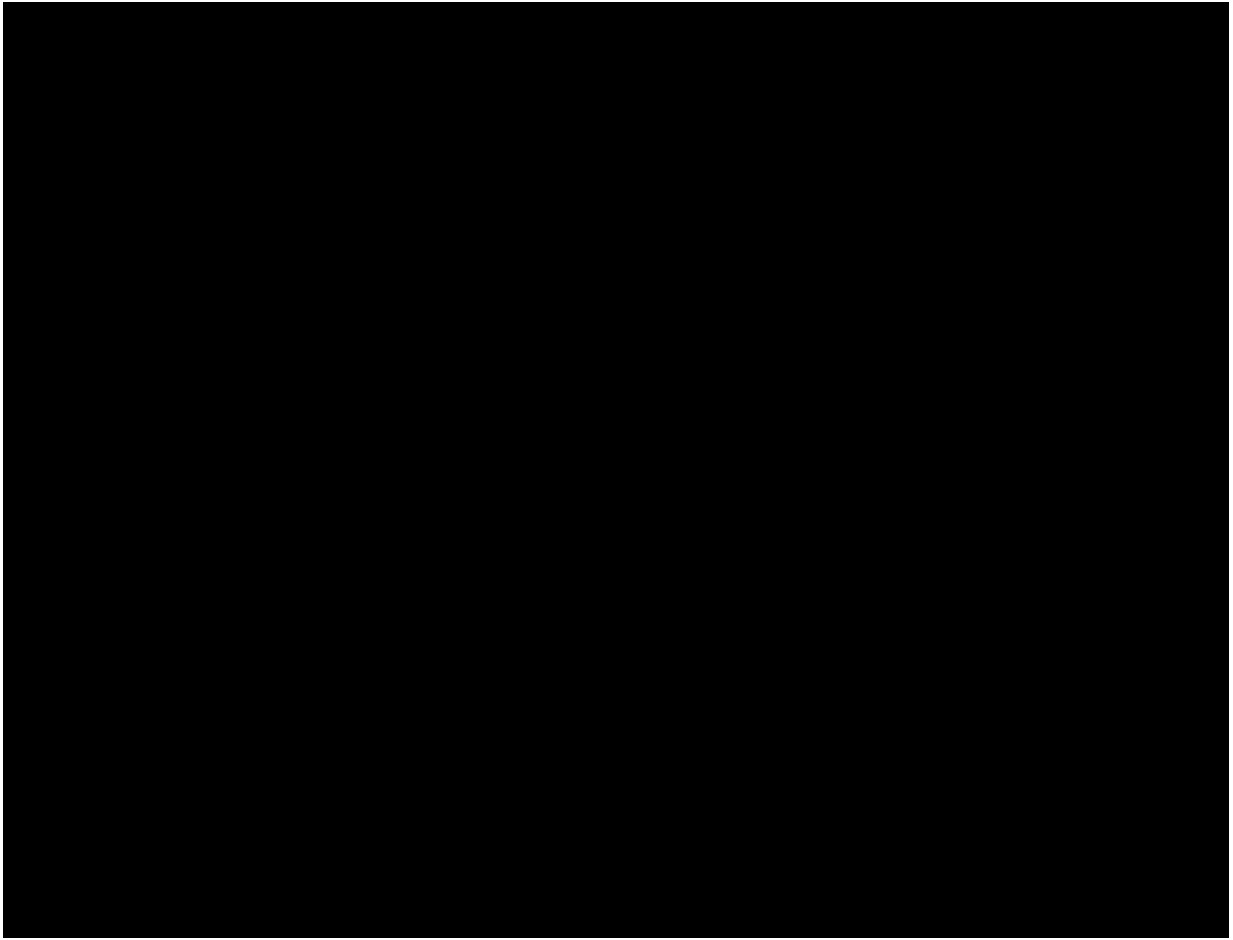






Choice Support key staff profiles





Annex A - Technical Clarification Questions and Responses



SCHEDULE 3

Pricing Schedule

PART A: CONTRACT PRICE

1. GENERAL

- 1.1 The Contract Price applicable during the Initial Contract Period for:
the provision of Core Services A during the Initial Contract Period shall be calculated in accordance with paragraphs 2.1 and 2.2 of Part A of this Schedule ("Operational Service Charge");
- 1.2 The Contract Price applicable to Statements of Works (Schedule 11) under Additional Services – B shall be calculated in accordance with paragraph 2.3 of Part A of this Schedule; and
- 1.2 The Contract Price which shall apply during any periods of extensions of the Initial Contract Period as defined in clause F8 of the Contract shall be agreed between the Parties in accordance with clause F3.
- 1.3 The Contract Price which shall be payable by the Authority to the Contractor for Core Services – A is as set out in clause C2.1.
- 1.4 The Authority shall retain 3% of the invoiced charges (excluding Pass Through Costs and any payment of Retention Amounts from preceding months) in respect of the preceding Month as referenced in clause C2.2 of the Contract as the Retention Amount.
- 1.5 Invoices shall be accompanied by all necessary documentation reasonably required by the Authority and shall be submitted to the Authority for scrutiny and approval. Payment shall be made to the Contractor within 30 days of receipt of the invoice, subject to any payment disputes being resolved within an acceptable timescale.
- 1.6 All prices contained within paragraph 2 of Part A of this Schedule are inclusive of VAT.

2. OPERATIONAL SERVICES CHARGE

2.1 Core Services - A

Fixed Costs – (As detailed in Annex A and Annex C)

2.2 Pass Through Costs

2.2.1 Hotel, travel, subsistence and telephone interview costs for DCA events and supporters costs are to be treated as a Pass Through Cost, a maximum level of charges of which are detailed in the Annex A below:

2.2.2 Pass Through Costs shall only be paid for Actual Costs incurred plus VAT and invoiced Monthly in arrears.

2.3 Additional Service – B (As detailed in Annex B and Annex C)

Paragraphs 3, 4, 5 and 6 below shall apply to Core Services A only

3. RELEASE OF THE RETENTION AMOUNT

The Authority shall release the 3% Retention Amount following satisfactory performance against the Contract KPIs as detailed in Schedule 4 (KPIs). This will be done as part of the following Month payment to the Contractor.

3.1 Where the evaluation of the KPIs within the relevant balanced score card meets the standards identified for “green” Retention Amount will be released in full.

3.2 Where the evaluation of the KPIs and the relevant score card do not meet the standards identified for “green” but are evaluated as “red”, the Authority will not release the Retention Amount to the Contractor.

3.3 Where the evaluation of the KPIs and the relevant score card are identified as “amber”, this may result in the Retention Amount paid in part or in full by the Authority. Payment of the Retention Amount may be subject to the Contractor putting in place agreed corrective actions and maintaining performance levels in line with KPIs over a period to be agreed by both Parties.

3.4 Where the evaluation of the KPIs identifies protracted and/or prolonged “amber” then the Dispute Resolution process may be deployed which may result in non-payment of the Retention Amount. A decision will be taken at the quarterly review meeting.

- 3.5 The annual review will determine any action to be taken in respect of any retention not released at this point.

4. OPEN BOOK PROCESS

- 4.1 The Authority shall require the Contractor to open their books to transparently share expenditure against the Fixed Costs and Pass Through Costs identified above in, Tables 1 and 2 respectively, in order for the Authority to deploy the gain share mechanism detailed in paragraph 5 of Part A of this Schedule.

- 4.2 The open book process will be managed through the quarterly contract management reviews where the Contractor will provide a quarterly view of the costs against Contract Price.

- 4.3 The Authority shall require and ask for financial and non-financial information from the Contractor which is sufficient to enable the Authority to verify the Contract payments already paid or payable and Contract Price forecast to be paid during the remainder of this Contract, including details and all assumptions relating to:

4.3.1 the Contractor's costs broken down against each Expert by Experience type deployed for inspection in the Month;

4.3.2 Pass Through Costs; and

4.3.3 Fixed Costs.

- 4.4 A full review of actual Fixed Costs against the Fixed Costs included in Annex A and Annex C of and sampling of Pass Through Costs in Annex B and Annex C contained in Part B of this Schedule, will be undertaken between the Contractor and the Authority to determine the value of the gain share which will be distributed through the gain share mechanism detailed in paragraph 5 Part A, of this Schedule. This will be carried out annually on the anniversary of the Contract and/or any part year where the Contract ends before the Contract anniversary.

- 4.5 In the event that the actual Fixed Costs in providing the Services (when comparing the Fixed Costs set out in Part B Annex A and Annex C of this Schedule against the Actual Costs incurred (excluding any Variable Costs)) during a Contract Year are less than the Fixed Costs set out in Part B, Annex A and Annex C of this Schedule (payable during that Contract Year) then the Authority shall be entitled to retain or deduct 60% of this amount from the next invoice to be paid and the Contractor shall be entitled to retain the remaining 40%.

5. GAINS SHARE

5.1 Purpose

The Authority is committed to gainsharing as one of a number of approaches to improve the efficient use of its budget. The sharing of benefits provides an incentive to both the Authority and the Contractor to explore gainsharing possibilities to include but not limited to the open book process as described in paragraph 4 of Part A, of this Schedule. The objective is for both the Authority and the Contractor is to seek to exploit opportunities to capture additional value as described in paragraph 5.2 of this Schedule.

The gain or benefit to be shared is not necessarily financial, though financial benefits are likely to feature strongly. Any financial benefits will be shared equally between the Authority and the Contractor and where applicable the Contractor may choose to reflect this through its supply chain.

5.2 Mechanism of Gainsharing

5.2.1 At any time during the Contract Period, the Contractor may where the same is not contrary to the law that governs public procurement, make a proposal to the Authority for a new or different way of providing all or any of the Services (herein call the "Proposal"). Any Proposal must clearly state that it is submitted for consideration under this gains share provision and shall include:

- | | | |
|-----|---------|--|
| to | 5.2.1.1 | a business case for the new or different way the Contractor intends provide the Services; |
| the | 5.2.1.2 | the potential direct and indirect cost savings for the Contractor and Authority; |
| | 5.2.1.3 | the potential direct and indirect costs which might be incurred by the Contractor and the Authority; |
| | 5.2.1.4 | the potential benefit(s) (financial or otherwise) to the Contractor and the Authority; and |
| | 5.2.1.5 | the gains share ratio. |

5.3 The Contractor and the Authority shall meet to discuss the Proposal and shall attempt to agree the investment (financial or otherwise) to be contributed by the Contractor and the Authority, the estimated amount of savings less costs as defined in clause 5.2.1.3 above, the gains share ratio, the timing of any payments or adjustments and the proportion of the costs and losses to be borne by the Contractor and the Authority should the Proposal be aborted or not meet its financial objectives. The Contractor shall then submit a revised Proposal to the Authority.

- 5..4 The Authority shall assess the Proposal and shall, in writing within one (1) Month (or such other time as agreed between the Parties), either accept it in principle, reject it or offer recommendations or refinements in order for the Contractor to submit a revised Proposal.
- 5.2.5 If and when the Proposal is accepted in principle by the Authority and such agreement is put in writing in line with the Variation process (F3 of the Contract) and the Contractor shall formulate an implementation plan which shall set out in more detail the way in which the Contractor intends that the Proposal shall be implemented and the timetable for payments or adjustments to any element of the prices paid in accordance with the agreed gains share ratio ("Gains Share Implementation Plan").
- 5.2.6 Once the Gains Share Implementation Plan has been agreed between Contractor and the Authority, the Contractor shall implement the Proposal in accordance with Contract Variation and implementation. The Contractor and the Authority shall comply with any obligations they have assumed, including adjustments to the prices paid and obligations to make payments. In each case these will be in accordance with the timetable outlined in the Gains Share Implementation Plan.
- 5.2.7 Following implementation, the Parties shall meet to discuss the implementation as a whole, including regular cost and benefit review through the contract management mechanism.

6. EVENT CANCELLATION

- 6.1 The Authority will pay the Contractor for cancellation in accordance with the Authority's Cancellation Policy contained in Annex 5 of the Statement of Requirements contained in Schedule 1 of this Contract.

PART B – INVOICING

1. PURPOSE OF THIS PART OF THE SCHEDULE

1.1 This Part B of the Schedule sets out the method by which the Contractor shall raise invoices to the Authority for payment, together with the requirements which apply to such invoices, and the payment terms thereof.

2. CONTRACTOR INVOICES

2.1 The Contractor shall prepare and provide to the Authority for approval an invoice within 10 Working Days from the end of the Month unless stated otherwise in the completed Form of Statement of Works in Schedule 11 for each work package, which shall include, as a minimum, the details set out in paragraph 2.4 Part B, of this Schedule. If the invoice is not approved by the Authority then the Contractor shall make such amendments as may be reasonably required by the Authority.

2.2 The Contractor shall be entitled to raise an invoice in respect of any payment which falls payable to the Contractor pursuant to the Agreement.

2.3 The Contractor shall invoice the Authority in respect of Services in accordance with the timescales specified for issue of invoices for the Charges as detailed in paragraph 2 Part A, of this Schedule.

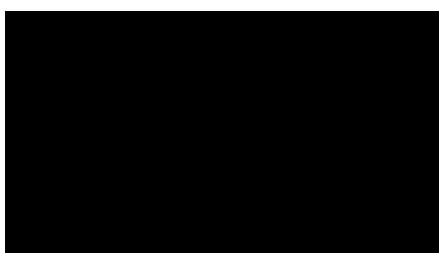
2.4 The Contractor shall ensure that each invoice contains the following information:

- i. the date of the invoice;
- ii. a unique invoice number;
- iii. the period or other period(s) to which the relevant charge(s) as detailed in paragraph 2, Part B, of this Schedule relate;
- iv. details of the correct Authority Contract reference number reference;
- v. the reference number of the purchase order to which it relates (if any);
- vi. the dates between which the Services performed relating to each of the charges detailed on the invoice;
- vii. the methodology applied to calculate the charges, to include reference to total monthly Fixed Cost and monthly Actual Variable Costs in relation to individual Events delivered;
- viii. the total charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Authority under the terms of the Contract, and, separately, any VAT or other sales tax payable in respect of the same;

- ix. reference to any reports required by the Authority in respect of the Services to which the charges detailed on the invoice relate (or in the case of reports issued by the Contractor for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);
- x. a contact name and telephone number of a responsible person in the Contractor's finance department in the event of administrative queries; and
- xi. the banking details for payment to the Contractor via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

2.5 Each invoice shall at all times be accompanied by sufficient information to enable the Authority to reasonably assess whether the charges detailed thereon are properly payable. Any such assessment by the Authority shall not be conclusive. The Contractor undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.

2.6 The Contractor shall submit all invoices and Supporting Documentation to:



2.7 All Contractor invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

2.8 The Authority shall only regard an invoice as valid if it complies with the provisions of Part B of this Schedule 3. Where any invoice does not comply with the Authority's requirements set out in above in this section, the Authority will reject and return the invoice to the Contractor and this will include the reason for rejection. The Contractor shall promptly issue a replacement invoice which shall comply with the same.

3. PAYMENT TERMS

- 3.1 Subject to the provisions of paragraph 0 of Part B of this Schedule, the Authority shall make payment to the Contractor within 30 days of receipt of a valid invoice by the Authority at its nominated address for invoices.

Bid Summary

Core Services A	Year 1	Year 2	Year 3	TOTAL

Additional Services B	TOTAL
Total Cost Example 1	
Margin Example 1	
Total Cost Example 1	
Total Cost Example 2	
Margin Example 2	
Total Cost Example 2	
Total Cost Example 3	
Margin Example 3	
Total Cost Example 3	
Total Cost Example 4	
Margin Example 4	
Total Cost Example 4	
Grand Total Additional Services B	

Core Services A Fixed Costs by Category	Year 1	Year 2	Year 3	TOTAL
Year 1 Setup Costs				
Admin & Overheads				
Consultancy				
DBS Checks				
Estates (including Rates)				
Insurance				
IT - Maintenance & Running Costs				
IT - System Costs				
Legal & Professional Fees				
Management Fee				
Marketing				
Meeting Rooms & Catering				
Mobilisation				
Other Costs (Please detail in Narrative)				
Printing, Stationery & Office Supplies				
Recruitment				
Redundancy Payments				
Staffing Costs - Salaries				
Sub-Contractor Fees				
Training				
Travel & Subsistence				
Total Fixed Costs Core Services A				

Annex A – Core Services A

Pass Through Costs for Core Services A

ExE inspection events Pass Through Costs - rate per ExE inspection event

Please provide in the Orange Cells below the anticipated Average Pass Through Cost rates per ExE inspection event you would anticipate to provide the volumes identified in the ITT.

ExE inspection events

Pass Through Cost Category	Average rate per ExE inspection event								
	ASC-RES	ASC-CHSP	NHS-MH	IND-MH	NHS-A	NHS-C	CQC-MHA	CQC-REG	CQC-THM
Accommodation									
Public Transport									
Mileage (Average Miles)									
Mileage (rate per mile)									
Subsistence									
Telephone Interview Costs									
Support Worker									

Sector	Sector Category Reference	Year 1			Year 2			Year 3		
		No of ExE inspection events	Total Pass Through Cost	Average Pass Through Cost	No of ExE inspection events	Total Pass Through Cost	Average Pass Through Cost	No of ExE inspection events	Total Pass Through Cost	Average Pass Through Cost
ASC	ASC-RES									
ASC	ASC-CHSP									
NHS	NHS-MH									
Independent	IND-MH									
NHS (ED & Medical)	NHS-A									
NHS (EoFLC)	NHS-C									
MHA	CQC-MHA									
Registration	CQC-REG									
CQC	CQC-THM									
Total										

ExE support to CQC co-production, staff training and external speaking engagements Pass Through Costs - rate per ExE event

Please provide in the Orange Cells below the anticipated Average Pass Through Cost rates per ExE event you would anticipate to provide the volumes identified in the ITT.

ExE support to CQC co-production, staff training and external speaking engagements

Pass Through Cost Category	Average Rate per ExE event										
	Cross Sector	Thematic	ASC	GP	Dental	Hospitals	CQC Publication Review	CQC staff training	CQC Staff Recruitment	External Speaking Engagements	Attendance at events on CQC's behalf
Accommodation											
Public Transport											
Mileage (Average Miles)											
Mileage (rate per mile)											
Subsistence											
Support Worker											

Sector	Year 1			Year 2			Year 3		
	No of Events	Total Pass Through Cost	Average Pass Through Cost	No of Events	Total Pass Through Cost	Average Pass Through Cost	No of Events	Total Pass Through Cost	Average Pass Through Cost
Cross Sector									
Thematic									
ASC									
GP									
Dental									
Hospitals									
CQC Publication Review									
CQC staff training									
CQC Staff Recruitment									
External Speaking Engagements									
Attendance at events on CQC's behalf									
Total									

Variable Costs for Core Services A										
ExE inspection events Variable Costs - rate per ExE inspection event										
Please provide in the Orange Cells below the rate per ExE inspection event you would require to provide the volumes identified in the ITT.										
Sector	Sector Category Reference	Year 1			Year 2			Year 3		
		No of ExE inspection Events	Rate per ExE inspection event	Total Variable Cost	No of ExE inspection Events	Rate per ExE inspection event	Total Variable Cost	No of ExE inspection Events	Rate per ExE inspection event	Total Variable Cost
ASC	ASC-RES									
ASC	ASC-CHSP									
NHS	NHS-MH									
Independent	IND-MH									
NHS (ED & Medical)	NHS-A									
NHS (EofLC)	NHS-C									
MHA	CQC-MHA									
Registration	CQC-REG									
CQC	CQC-THM									
Total										

ExE inspection events Variable Costs - Breakdown of Quoted Rate										
Please Select the Appropriate Cost Category from the Blue Drop-Down Boxes below.										
Please provide in the Orange Cells below the breakdown of the component parts that inform the Rate per ExE inspection event identified above.										
Please provide in the Green Cells below narrative explaining your modelling assumptions behind the Basic Salary Rate you have calculated. This will assist CQC to understand the pay profile accross the pool of Experts by Experience. Please feel free to supply a seperate attachment detailing your modelling, and note this in the Green Cells.										

ASC	ASC-RES									
ASC	ASC-CHSP									
NHS	NHS-MH									

Independent	IND-MH	
NHS (ED & Medical)	NHS-A	
NHS (EofLC)	NHS-C	

MHA	CQC-MHA	
Registration	CQC-REG	
CQC	CQC-THM	

ExE support to CQC co-production, staff training and external speaking engagements Variable Costs - rate per Event

Please provide in the Orange Cells below the rate per Event you would require to deliver the ExE support to co-production, staff training and external speaking engagements.

[illegible]

ExE support to CQC co-production, staff training and external speaking engagements Variable Costs - Breakdown of Quoted Rate

Please Select the Appropriate Cost Category from the Blue Drop-Down Boxes below.

Please provide in the Orange Cells below the breakdown of the component parts that inform the Rate per ExE event identified above.

Please provide in the Green Cells below narrative explaining your modelling assumptions behind the Basic Salary Rate you have calculated. This will assist CQC to understand the pay profile accross the pool of Experts by Experience. Please feel free to supply a seperate attachment detailing your modelling, and note this in the Green Cells.

The diagram consists of three stacked gray rectangular boxes on the left side, each with a label to its left. The top box is labeled 'Cross Sector', the middle box is labeled 'Thematic', and the bottom box is labeled 'ASC'. To the right of these three boxes is a large, solid black rectangular area that occupies the right half of the image.

GP

Dental

Hospitals

CQC Publication Review

CQC staff training

CQC Staff Recruitment

External Speaking Engagements

Attendance at events on CQC's behalf

Variable Costs for Core Services A

Scenario 1 - ExE inspection events Variable Costs - rate per ExE activity HALF day

It may be necessary for CQC to require an ExE for only half a day.

Please provide in the Orange Cells below the rate per ExE activity half day you would require in this Scenario.

Sector	Sector Category Reference	Year 1	Year 2	Year 3
		Rate per ExE activity Half day	Rate per ExE activity Half day	Rate per ExE activity Half day
ASC	ASC-RES			
ASC	ASC-CHSP			
NHS	NHS-MH			
Independent	IND-MH			
NHS (ED & Medical)	NHS-A			
NHS (EoFLC)	NHS-C			
MHA	CQC-MHA			
Registration	CQC-REG			
CQC	CQC-THM			
Total				

Scenario 2 - ExE inspection events Variable Costs - Hourly rate per ExE activity

It may be necessary for CQC to require an ExE for a specified number of hours.

Please provide in the Orange Cells below the hourly rate per ExE activity you would require in this Scenario.

Sector	Sector Category Reference	Year 1	Year 2	Year 3
		Hourly Rate per ExE activity	Hourly Rate per ExE activity	Hourly Rate per ExE activity
ASC	ASC-RES			
ASC	ASC-CHSP			
NHS	NHS-MH			
Independent	IND-MH			
NHS (ED & Medical)	NHS-A			
NHS (EoFLC)	NHS-C			
MHA	CQC-MHA			
Registration	CQC-REG			
CQC	CQC-THM			
Total				

Scenario 3 - ExE inspection events Variable Costs - Rate per ExE inspection event at 2 weeks notice

It may be necessary for CQC to require an ExE with only 2 weeks notice.

Please provide in the Orange Cells below the rate per ExE inspection event you would require in this scenario.

Sector	Sector Category Reference	Year 1	Year 2	Year 3
		Rate per ExE inspection event	Rate per ExE inspection event	Rate per ExE inspection event
ASC	ASC-RES			
ASC	ASC-CHSP			
NHS	NHS-MH			
Independent	IND-MH			
NHS (ED & Medical)	NHS-A			
NHS (EoFLC)	NHS-C			
MHA	CQC-MHA			
Registration	CQC-REG			
CQC	CQC-THM			
Total				

Scenario 4 - ExE inspection events Variable Costs - Rate per ExE inspection event at 5 days notice

It may be necessary for CQC to require an ExE with only 5 days notice.

Please provide in the Orange Cells below the rate per ExE inspection event you would require in this scenario.

Sector	Sector Category Reference	Year 1	Year 2	Year 3
		Rate per ExE inspection event	Rate per ExE inspection event	Rate per ExE inspection event
ASC	ASC-RES			
ASC	ASC-CHSP			
NHS	NHS-MH			
Independent	IND-MH			
NHS (ED & Medical)	NHS-A			
NHS (EoFLC)	NHS-C			
MHA	CQC-MHA			
Registration	CQC-REG			
CQC	CQC-THM			
Total				

Scenario 5 - ExE inspection events Variable Costs - Rate for Cancellations

It may be necessary at times for CQC to cancel the request for a ExE.

Please provide in the Orange Cells below (i) how many days notice would be required for zero cost (ii) the rate per ExE inspection event you would require if notice not received within these days.

Sector	Sector Category Reference	Year 1		Year 2		Year 3	
		Days Notice Required	Rate per ExE inspection event	Days Notice Required	Rate per ExE inspection event	Days Notice Required	Rate per ExE inspection event
ASC	ASC-RES						
ASC	ASC-CHSP						
NHS	NHS-MH						
Independent	IND-MH						
NHS (ED & Medical)	NHS-A						
NHS (EofLC)	NHS-C						
MHA	CQC-MHA						
Registration	CQC-REG						
CQC	CQC-THM						
Total							

Scenario 6 - ExE support to CQC co-production, staff training and external speaking engagements Variable Costs - rate per ExE activity HALF day

It may be necessary for CQC to require an ExE for only half a day.

Please provide in the Orange Cells below the rate per ExE activity half day you would require in this Scenario.

Sector	Year 1	Year 2	Year 3
	Rate per ExE activity Half day	Rate per ExE activity Half day	Rate per ExE activity Half day
Cross Sector			
Thematic			
ASC			
GP			
Dental			
Hospitals			
CQC Publication Review			
CQC staff training			
CQC Staff Recruitment			
External Speaking Engagements			
Attendance at events on CQC's behalf			
Total			

Scenario 7 - ExE support to CQC co-production, staff training and external speaking engagements Variable Costs - Hourly rate per ExE activity

It may be necessary for CQC to require an ExE for a specified number of hours.

Please provide in the Orange Cells below the hourly rate per ExE activity you would require in this Scenario.

Sector	Year 1	Year 2	Year 3
	Hourly Rate per ExE activity	Hourly Rate per ExE activity	Hourly Rate per ExE activity
Cross Sector			
Thematic			
ASC			
GP			
Dental			
Hospitals			
CQC Publication Review			
CQC staff training			
CQC Staff Recruitment			
External Speaking Engagements			
Attendance at events on CQC's behalf			
Total			

Fixed Cost of Delivery for Core Services A

Please Select the Appropriate Cost Category from the Blue Drop-Down Boxes below (Year 1 Setup Costs are Locked)
Please provide in the Orange Cells below the Fixed Costs to deliver the services identified in the ITT.
Please provide in the Green Cells below narrative explaining what is the basis of these Fixed Costs.
Please indicate in the Aqua Cells if the Fixed Costs identified contain a degree of variability. Please explain in the narrative how these could vary.
Should 'Other Costs' be selected, please enter details of these in the Green Narrative Box.

Cost Category	Year 1		Year 2		Year 3		Is there any Variability in these Fixed Costs?	
	Cost £	Narrative	Cost £	Narrative	Cost £	Narrative	Yes or No?	Narrative

Scenario 1

[illegible]

Scenario 2	Year 1		Year 2		Year 3	
	%	Narrative	Cost £	Narrative	Cost £	Narrative
Percentage Increase in Volumes						

Cost Category	Year 1		Year 2		Year 3	
	%	Narrative	Cost £	Narrative	Cost £	Narrative
Fixed Cost Reduction Percentage						
Notice period to Achievement (days)						

Cost Category	Year 1		Year 2		Year 3	
	%	Narrative	Cost £	Narrative	Cost £	Narrative
Fixed Cost Reduction Percentage						
Notice period to Achievement (days)						

Cost Category	Year 1		Year 2		Year 3	
	%	Narrative	Cost £	Narrative	Cost £	Narrative
Fixed Cost Reduction Percentage						
Notice period to Achievement (days)						

Cost Category	Year 1		Year 2		Year 3	
	%	Narrative	Cost £	Narrative	Cost £	Narrative
Fixed Cost Reduction Percentage						
Notice period to Achievement (days)						

Cost Category	Year 1		Year 2		Year 3	
	%	Narrative	Cost £	Narrative	Cost £	Narrative
Fixed Cost Reduction Percentage						
Notice period to Achievement (days)						

Scenario 4

Volumes Increase by 10% - How much will Fixed Costs Increase, and what notice period would be required to achieve Increased Fixed Costs?

Cost Category	Year 1		Year 2		Year 3	
	%	Narrative	Cost £	Narrative	Cost £	Narrative
Fixed Cost Increase Percentage						
Notice period to Achievement (days)						

Volumes Increase by 20% - How much will Fixed Costs Increase, and what notice period would be required to achieve Increased Fixed Costs?

Cost Category	Year 1		Year 2		Year 3	
	%	Narrative	Cost £	Narrative	Cost £	Narrative
Fixed Cost Increase Percentage						
Notice period to Achievement (days)						

Volumes Increase by 30% - How much will Fixed Costs Increase, and what notice period would be required to achieve Increased Fixed Costs?

Cost Category	Year 1		Year 2		Year 3	
	%	Narrative	Cost £	Narrative	Cost £	Narrative
Fixed Cost Increase Percentage						
Notice period to Achievement (days)						

Volumes Increase by 40% - How much will Fixed Costs Increase, and what notice period would be required to achieve Increased Fixed Costs?

Cost Category	Year 1		Year 2		Year 3	
	%	Narrative	Cost £	Narrative	Cost £	Narrative
Fixed Cost Increase Percentage						
Notice period to Achievement (days)						

Volumes Increase by 50% - How much will Fixed Costs Increase, and what notice period would be required to achieve Increased Fixed Costs?

Cost Category	Year 1		Year 2		Year 3	
	%	Narrative	Cost £	Narrative	Cost £	Narrative
Fixed Cost Increase Percentage						
Notice period to Achievement (days)						

Core Services A - Volumes

ExE services to inspections - ExE inspection event volumes

Sector	Sector Category	Sector Category Reference	Central	London	North	South	Total
ASC	Residential social care	ASC-RES	1610	500	1370	1505	4985
ASC	Community based adult social care services	ASC-CHSP	675	450	580	650	2355
NHS	MH	NHS-MH	224	123	216	208	771
Independent	MH	IND-MH	49	27	47	45	168
NHS (ED & Medical)	Acute	NHS-A	46	25	44	43	158
NHS (EofLC)	Community based adult social care services	NHS-C	23	13	22	22	80
MHA	MHA Visits	CQC-MHA	44	24	42	41	151
Registration	Registration	CQC-REG	17	13	17	17	64
CQC	Thematic Reviews & Local System Reviews	CQC-THM					50
TOTAL			2688	1175	2338	2531	8782

ExE services to CQC co-production, staff training and external speaking engagements

Sector	Number of events per annum	Number of ExE per event	Total number of Events
Cross Sector	12	6	72
Thematic	6	2	12
ASC	6	6	36
GP	4	4	16
Dental	2	2	4
Hospitals	4	6	24
CQC Publication Review	6	3	18
CQC staff training	6	1	6
CQC Staff Recruitment	20	1	20
External Speaking Engagements	6	1	6
Attendance at events on CQC's behalf	6	2	12
TOTAL	78		226

Annex B – Additional Services B

Cost of Delivery for Additional Services B

Cost of Delivery for Example 1 (Annual Cost)

Please Select the Appropriate Cost Category from the Blue Drop-Down Boxes below.

Please provide in the Orange Cells below the Costs to deliver the services identified in the ITT.

Please provide in the Green Cells below narrative explaining what is the basis of these Costs.

Please indicate in the Aqua Cells if the Costs identified contain a degree of variability. Please explain in the narrative how these could vary.

Should 'Other Costs' be selected, please enter details of these in the Green Narrative Box.

Cost Category	Example 1 (Annual Cost)		Is there any Variability in these Costs?	
	Cost £	Narrative	Yes or No?	Narrative

Cost of Delivery for Example 1 - Breakdown of Staffing Costs - Salaries

For the Costs identified above for 'Staffing Costs - Salaries', please provide a further breakdown of the make-up of these costs by Job Roles.

Please provide in the Blue Cells the Title of the Job Role.

Please provide in the Orange Cells below the breakdown of costs for each Job Role.

Please provide in the Green Cells below narrative explaining what is the basis of these Costs.

Job Role	Example 1 (Annual Cost)	
	Cost £	Narrative

Cost of Delivery for Additional Services B

Cost of Delivery for Example 2

Please Select the Appropriate Cost Category from the Blue Drop-Down Boxes below.
 Please provide in the Orange Cells below the Costs to deliver the services identified in the ITT.
 Please provide in the Green Cells below narrative explaining what is the basis of these Costs.
 Please indicate in the Aqua Cells if the Costs identified contain a degree of variability. Please explain in the narrative how these could vary.
 Should 'Other Costs' be selected, please enter details of these in the Green Narrative Box.

Cost Category	Example 2		Is there any Variability in these Costs?	
	Cost £	Narrative	Yes or No?	Narrative

Cost of Delivery for Example 2 - Breakdown of Staffing Costs - Salaries

For the Costs identified above for 'Staffing Costs - Salaries', please provide a further breakdown of the make-up of these costs by Job Roles.
 Please provide in the Blue Cells the Title of the Job Role.
 Please provide in the Orange Cells below the breakdown of costs for each Job Role.
 Please provide in the Green Cells below narrative explaining what is the basis of these Costs.

Job Role	Example 2	
	Cost £	Narrative

Cost of Delivery for Additional Services B

Cost of Delivery for Example 3

Please Select the Appropriate Cost Category from the Blue Drop-Down Boxes below.
Please provide in the Orange Cells below the Costs to deliver the services identified in the ITT.
Please provide in the Green Cells below narrative explaining what is the basis of these Costs.
Please indicate in the Aqua Cells if the Costs identified contain a degree of variability. Please explain in the narrative how these could vary.
Should 'Other Costs' be selected, please enter details of these in the Green Narrative Box.

Cost Category	Example 3		Is there any Variability in these Costs?	
	Cost £	Narrative	Yes or No?	Narrative

Cost of Delivery for Example 3 - Breakdown of Staffing Costs - Salaries

For the Costs identified above for 'Staffing Costs - Salaries', please provide a further breakdown of the make-up of these costs by Job Roles.
Please provide in the Blue Cells the Title of the Job Role.
Please provide in the Orange Cells below the breakdown of costs for each Job Role.
Please provide in the Green Cells below narrative explaining what is the basis of these Costs.

Job Role	Example 3	
	Cost £	Narrative

Cost of Delivery for Additional Services B

Cost of Delivery for Example 4

Please Select the Appropriate Cost Category from the Blue Drop-Down Boxes below.

Please provide in the Orange Cells below the Costs to deliver the services identified in the ITT.

Please provide in the Green Cells below narrative explaining what is the basis of these Costs.

Please indicate in the Aqua Cells if the Costs identified contain a degree of variability. Please explain in the narrative how these could vary.

Should 'Other Costs' be selected, please enter details of these in the Green Narrative Box.

Cost Category	Example 4		Is there any Variability in these Costs?	
	Cost £	Narrative	Yes or No?	Narrative

Cost of Delivery for Example 4 - Breakdown of Staffing Costs - Salaries

For the Costs identified above for 'Staffing Costs - Salaries', please provide a further break down of the make-up of these costs by Job Roles.

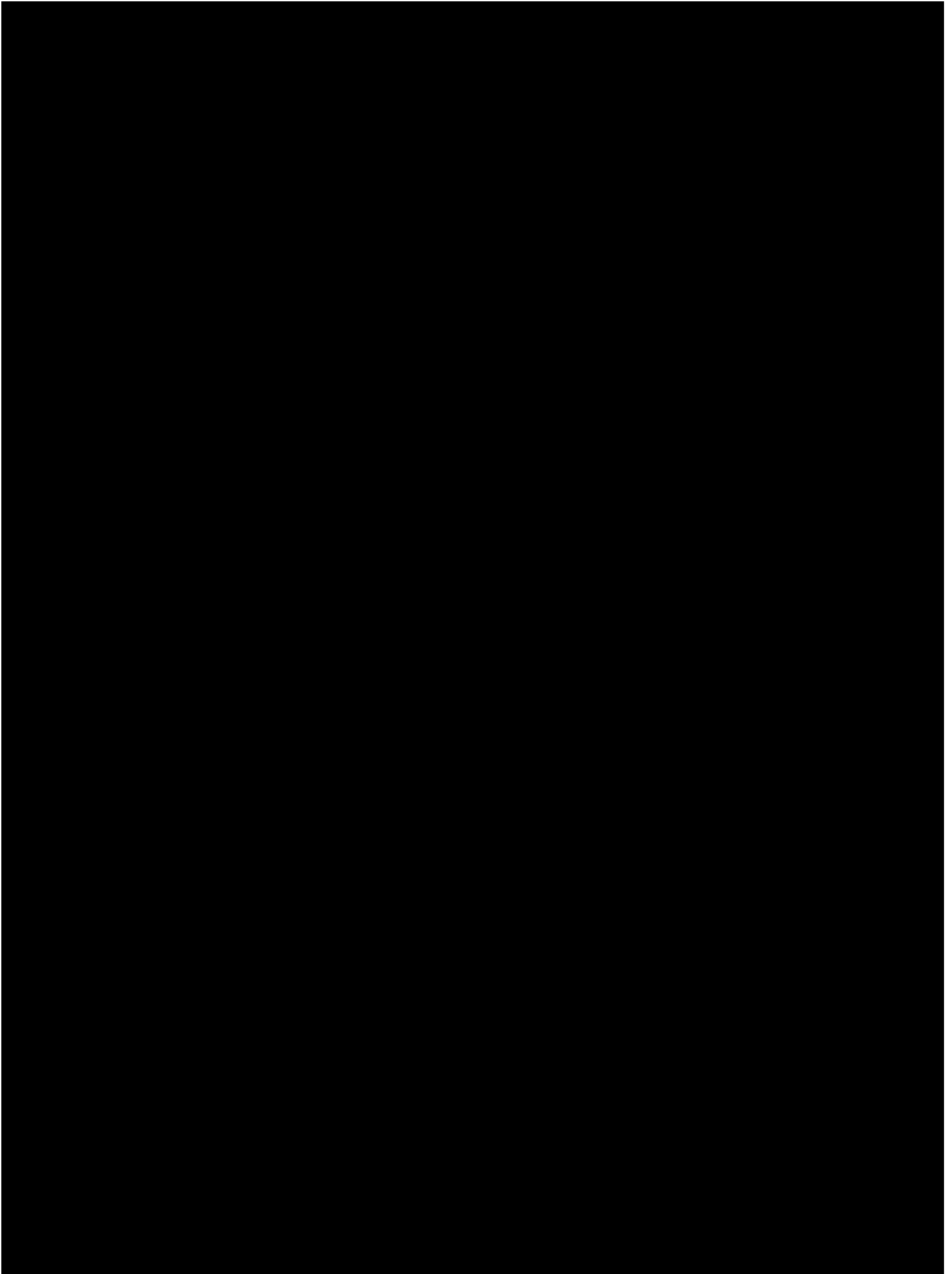
Please provide in the Blue Cells the Title of the Job Role.

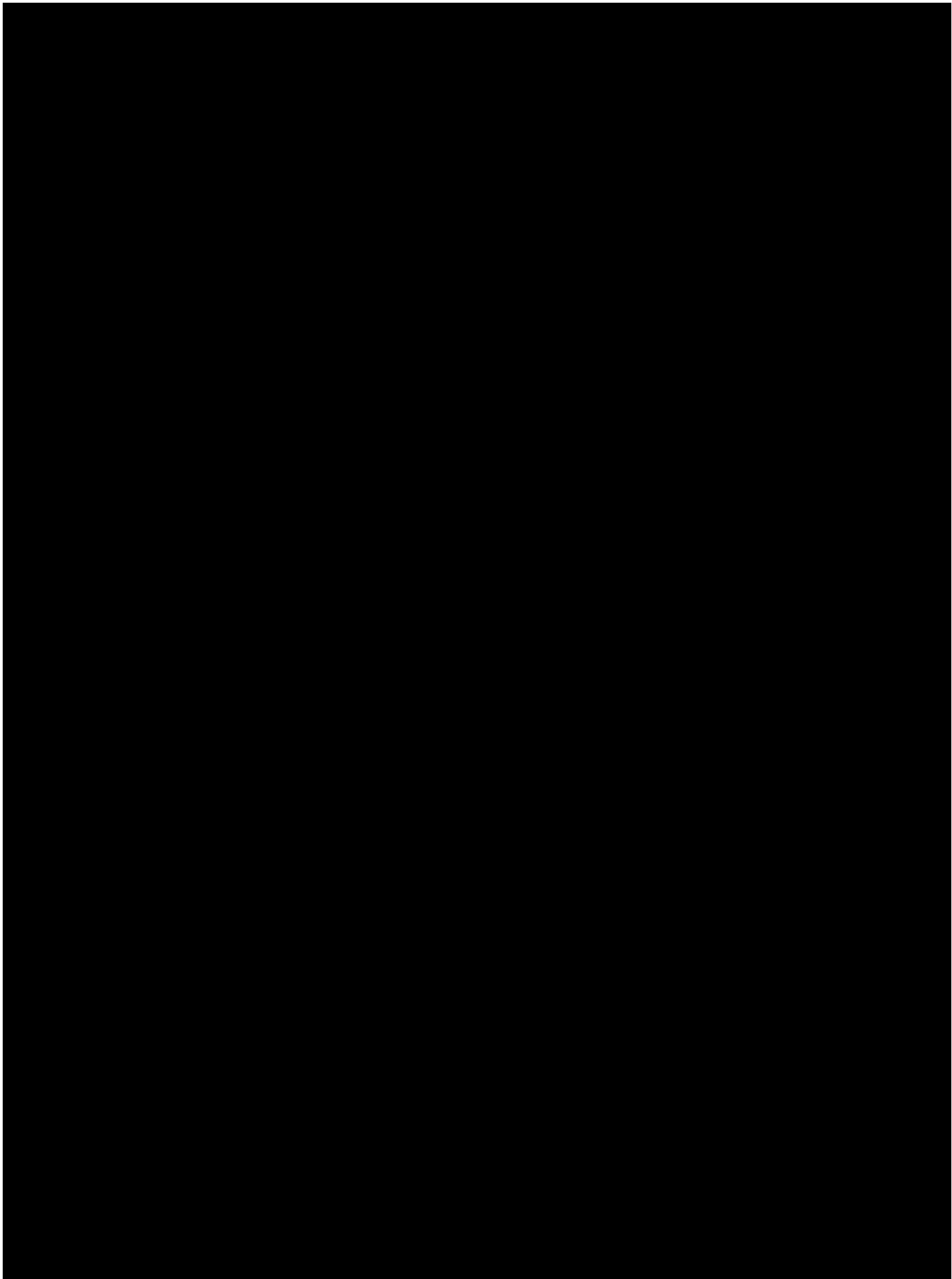
Please provide in the Orange Cells below the breakdown of costs for each Job Role.

Please provide in the Green Cells below narrative explaining what is the basis of these Costs.

Job Role	Example 4	
	Cost £	Narrative

Annex C – Pricing Clarification Questions and Responses





SCHEDULE 4

Key Performance Indicators (KPIs)

37. Key Performance Indicators shall apply to the Contractor's work. The requisite indicators are summarised below.

- A. Volumes and deployment
- B. Reporting for Monitor and Insight
- C. Workforce - management and development
- D. Business Processes
- E. Overall KPI Performance Score

Should the Contractor's performance for any particular KPI or for the Overall KPI Performance Score fall within the "Corrective Action Notice Level", the Contractor shall be required to undertake corrective action measures in accordance with the provisions detailed within Clause F7 (Monitoring of Contract Performance) of the contract terms and conditions.

Should the Contractor's performance either (a) fall within the "Corrective Action Notice Level" for the overall KPI performance score, (b) fall within the Corrective Action Notice in relation to failing to pay its sub-contractors or the Experts by Experience within a specified period (not exceeding 30 days from the receipt of a valid invoice), (c) falls within the Required Action Notice level (i) in respect of the Overall KPI Performance Score in any three (3) consecutive months or (ii) in respect of any individual KPI with a Performance Points allocation of 2 and above within any three (3) consecutive performance reports submitted for that KPI, then the Authority shall be entitled to retain the Retention Amount relating to the preceding month with no obligation to pay the Contractor.

For more information regarding the Monitoring of Contract Performance, please refer to Clause F7 of the Terms and Conditions.

No.	KPI title	Service requirement	Reporting measurement	Review frequency	Performance target	Required action notion level 1	Corrective action notion level	points allocated to KPI
A: Volumes and Deployment								

Note: KPIs 1 – 5 apply to the following events:

- ExE services to inspection
- ExE services to thematic and Local System Reviews
- ExE services to CQC Co production, staff training and speaker engagement events

Given CQCs move towards an intelligence led approach, scheduled inspections will be subject to reprioritisation meaning inspections can be brought forward, postponed or moved to a different location depending on the requirement to respond to risk which is informed by ongoing monitoring of services.

Therefore, CQC requires the ExE service to mirror this operating model with the ability to reschedule, relocate and expedite ExE support and the acceptance of changes to scheduled inspections up to one week before the event and the ability to deliver ExE support to Urgent inspections at short notice.

It should be noted that CQC will treat amendments/changes to requests for service as new requests at the point of change.

If the amendment gives less than the minimum notice for a new request, it will be discounted for KPI purposes.

Events fulfilled outside of KPI must be reported separately as such, alongside other KPI data.

1	Identification of a suitable ExE 10 working days prior to event commencement Timelines	All ExE Events requested 20 working days or more in advance of the commencement of the event have identified ExE no later than 10 working days prior to the Event	Percentage of Events where service requirement has been fulfilled based on actual volume	Monthly	>95%	<90%	<85%	2
2	Deployment of ExE to events requested Fulfilment	Provide ExE for all Events requested 20 working days or more in advance of event commencement	Percentage of Events where service requirement has been fulfilled based on actual volume	Monthly	>95%	<90%	<85%	3

3	Identification of a suitable ExE 5 working days prior to event commencement Timelines	All Events requested 10 – 19 working days in advance of the first day of the Event have identified ExE no later than 5 working days prior to the Event	Percentage of Events where service requirement has been fulfilled based on actual volume	Monthly	>90%	<85%	<80%	2
4	Deployment of ExE to events requested Fulfilment	Provide ExE for all Events requested 10- 19 working days or more in advance of the first day of the Event	Percentage of Events where service requirement has been fulfilled based on actual volume	Monthly	>90%	<85%	<80%	3
5	Urgent Events Fulfilment	Provide ExE for all Events requested 2 working days or more in advance of the first day of the Event	Percentage of Events where service requirement has been fulfilled based on actual volume	Monthly	>85%	<80%	<70%	2
6	Identification of a suitable Individual/s 5 working days prior to event commencement Timelines	All CQC-led insight and Coproduction Events requested 10 working days or more in advance of the commencement of the event have identified individuals no later than 5 working days prior to the Event	Percentage of Events where service requirement has been fulfilled based on MI on actual volumes 38.	Monthly	>90%	<85%	<80%	3
7	Supply of Seldom heard representatives to CQC co-production events Fulfilment	Provide representatives from seldom heard communities to all CQC-led insight and Coproduction events requested 10 working days or more in advance of the commencement of the event	Percentage of CQC-led insight and Coproduction events where representatives from seldom heard groups have been supplied by the Contractor	Monthly	>90%	<85%	<80%	3

B. Reporting for Services B

8	Reporting on regular engagement Services Monitor and Insight Timeliness	Provision of Quarterly reporting in line with the requirement section “3.2.5 Services to CQC Monitor and Insight functions” for: Continuous engagement with (CQC) identified groups	Percentage of Intelligence reports received by CQC Public Engagement team no later than the 14 th day of the month following each quarter (<i>frequency subject to change depending on the service offer</i>).	Quarterly	>95%	<90%-	<85%	3
9	Reporting on Services B activity: Continuous engagement with (CQC) identified groups	Insights and intelligence reports provide clear, structured and actionable content in line with the requirement specification For Services B Co-production activity	Percentage of feedback, which is satisfactory or above received by CQC team/requestors of reports					
10	Design and deliver required engagement (including recruitment) with identified groups Timeliness	Provision of briefing, activity and reporting in line with the requirement section “3.2.5 and Annex 2	Percentage of Intelligence reports received by CQC on time Percentage of Insight reports received by CQC Public Engagement teams no later than 20 working days after the request was made.	Monthly	>90%	<85%	<80%	3
11	Reporting on services B (Co-production) Quality	Insights and intelligence reports provide clear, structured and actionable content in line with the requirement specification For Services B Co-	Percentage of feedback, which is satisfactory or above received by CQC team/requestors of reports	Monthly	>90%	<85%	<80%	3

		production activity						
C. Workforce - management and development								
12	Training of Experts by Experience	Provide face to face training to all ExE within 2 months of recruitment in line with Section 7 - Contractor responsibilities	Provide face to face training to all ExE within 2 months of recruitment	Monthly	>90%	<85%	<80%	2
13	Resourcing: Up to date capability and skills	ExE on role that have been deployed a minimum of once in the proceeding 6 month period to any of the services identified in the requirements	Report on volume of experts not deployed for 6 months or more; Set out on rising scale (6 months, 7, months etc.)	Monthly	>90%	<85%	<80%	2
14	A resource base that achieves the diversity targets described under <i>Section 2.1.6 of the specification Diversity</i>	Recruitment of ExE supports the achievement of the Diversity targets described in section 2.1.6 of the specification.	Measured by % against regional diversity profile Year 1: 50% Year 2: 65% Year 3: 75%	Quarterly	>95%	<90%	<80%	3
15	Deployment of ExE to events	Deployment of ExE to inspections in line with Section 7 - Contractor responsibilities	Report on number of ExE undertaking inspections per month. E.g. 1 Event = 400 ExE, 2 events = 65 ExE	Quarterly	>90%	<85%	<80%	2

16	Performance on events - Feedback from CQC staff	Contractor, ExE and/or individuals recruited to undertake events are suitably trained and experienced, meeting the required quality as set out in the requirement specification.	Percentage of feedback forms that give an overall 'satisfied' (or above as reported by inspectors/requestors using the post event feedback mechanism.	Monthly	>95%	<90%	<80%	3
17	Performance on events - Feedback from ExE and/or individuals recruited to undertake events	ExE and/or individuals recruited to undertake events complete post event feedback form in line with the requirement	Percentage of feedback forms completed by ExE and/or individuals recruited to undertake events after undertaking an event	Monthly	>95%	<90%	<80%	3
18	Performance on events - Feedback from ExE and/or individuals allocated to undertake events	ExE and/or individuals recruited to undertake events report that they have suitable experience and have received appropriate employee training and support to enable them to carry out the event	Proportion of Experts by Experience that give an overall 'satisfied' (or above) response to the post event feedback form to those questions relating to supplier performance (This will be based on a report generated by CQC)	Monthly	>75%	<65%	<55%	3
19	Quality: Feedback from ExE and/or individuals	A mechanism for measuring how the Contractor or its supply chain interacts with and supports the ExE and/or individuals recruited to work with CQC e.g. to work with them to enable participation in events and to maintain their wellbeing	A survey of ExE and/or individuals recruited to work with CQC is completed by all ExE and/or individuals employed or engaged by the Contractor, measured by % of survey responses from total ExE and/or individuals recruited to work with CQC (This will be based on a report	Half yearly	>80%	<70%	<65%	3

			generated by CQC)					
20	Quality: Feedback from ExE and/or individuals	<p>A mechanism for measuring how the Contractor or its supply chain interacts with and supports the ExE and/or individuals recruited to work with CQC e.g. to work with them to enable participation in events and to maintain their wellbeing.</p> <p>*Survey questions to be agreed with CQC</p>	<p>Measured by the proportion of ExE and/or other individuals that give an overall 'satisfied' (or above) response to the survey.</p> <p><i>Note: The content of such survey to be agreed in advance with the Authority.</i></p> <p>The survey will be delivered via CQC checkbox system and will also be used to test other KPIs.</p>	Half Yearly	>75%	<65%	<55%	3
21	Quality: Feedback from ExE and/or individuals	<p>A mechanism to gather views and intelligence from ExE and/or individuals recruited to work with CQC with a focus on:</p> <ul style="list-style-type: none"> • efficiency • quality improvement • intelligence <p>*Survey questions to be agreed with CQC</p>	<p>A survey of ExE and/or individuals recruited to work with CQC is completed by all ExE and/or individuals employed or engaged by the Contractor, measured by % of survey responses from total ExE and/or individuals recruited to work with CQC (This will be based on a report generated by CQC)</p>	Half yearly	>80%	<70%	<65%	3
22	ExE report accuracy and quality	The Contractor will have a mechanism to evaluate reports for accuracy and quality	Report on evaluation of ExE reports for all ExE undertaking their first three inspections (where a report has been required)	Monthly	>100%	<95%	<90%	2

23	ExE report accuracy and quality	The Contractor will have a mechanism to evaluate reports for accuracy and quality during the life of the contract	Report on periodic evaluation of ExE reports for all ExE	Monthly	>60%	<50%	<40%	2
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D. Business processes

24	Business-Activity and finance claim	Timely provision of the monthly activity and associated financial claim (invoicing) and KPI report	No later than the 14 th of the preceding month of activity	Monthly	Within 2 working days	Within 5 working days	Late by 6 working days or more	2
25	Business - Activity and finance claim	Accuracy of monthly activity and associated financial claim and KPI report	Number of individual erroneous claims not exceeding 0.25% of claim	Monthly	97%	<92%	<85% or below	3
26	Business – Payment of supply chain and ExE	Payment of sub-contractors or the Experts by Experience within 30 days from the receipt of a valid invoice or claim	Percentage of sub-contractors or the Experts by Experience and/or individuals or organisations paid within 30 days from the receipt of a valid invoice	Monthly	100%	99%-81%	80% or below	3
27	Business – Meeting attendance	Attendance of the appropriate responsible personnel at required contract meetings	Percentage of attendance at all meetings as required for contract management requirements as set out within the specification, section 7 “Contractor Responsibilities”	Monthly	97%	<92%	<85% or below	2
28	Compliance with GDPR	Contractor must ensure compliance with GDPR – To ensure that cyber essential plus is in position within the first 12 months of the contract or have a credible alternative	Quarterly report on achievement of the milestones of the plan (submitted in line with the specification Section 12 “Milestones”).	Quarterly	Q1 - >85 % Q2 – >90% Q3 - >95% Q4 →>100%	Q1 - <85 % Q2 – <90% Q3 - <95% Q4 – <100%	Q1 - <80 % Q2 – <85% Q3 - <90% Q4 –<95%	3

E. Overall KPI Performance Score

Overall KPI Performance Score

CQC will assess overall performance and performance across the individual KPIs and the four key areas during each of the contract management points as follows:

- (a) Monthly monitoring meeting – scorecards/KPIs
- (b) Quarterly review meeting – performance review
- (c) Half yearly strategic meeting – include Contractor engagement with a deputy chief inspector
- (d) Annual meeting – performance award for the whole year / open book work / retention

The overall performance across all the above KPIs will be measured by calculating the number of Performance Points awarded to each KPI (in line with the Performance Points allocation set out in the column marked “Points Allocated to KPI” above.

Performance Points will only be awarded to a KPI if the Contractor achieves the specific “Performance Target” and no Performance Points will be awarded to a KPI where the performance of a KPI falls within the “Required Action” or “Corrective Action” thresholds.

Where the relevant reporting Month does not fall on a Quarter of the Contract Year (and therefore only KPIs with a Monthly reporting frequency are reported), the Monthly Points Allocation as set out in this row shall apply.

Where the relevant reporting Month falls on a Quarter Month of the Contract Year but not on a Half Year (and therefore KPIs with a Monthly and Quarterly reporting frequency will be measured) the Quarterly Points Allocation as set out in this row shall apply.

SCHEDULE 5

Commercially Sensitive Information

NOT USED

SCHEDULE 6

Security Requirements and Plan

INTERPRETATION AND DEFINITION

For the purposes of this Schedule 6, unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Breach of Security” means the occurrence of unauthorised access to or use of the Premises, the Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract.

“Contractor Equipment” means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is specified as such in Schedule 6.

“ICT” means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

“Protectively Marked” shall have the meaning as set out in HMG Security Policy Framework.

“Security Plan” means the Contractor’s security plan prepared pursuant to paragraph 3 an outline of which is set out in an Appendix to this Schedule 6.

“Software” means Specially Written Software, Contractor Software and Third-Party Software.

“Specially Written Software” means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software and which is specified as such in Schedule 6.

1. INTRODUCTION

This Schedule 6 covers:

- 1.1 principles of security for the Contractor System, derived from HMG Security Policy Framework, including without limitation principles of physical and information security;
- 1.2 wider aspects of security relating to the Services;
- 1.3 the creation of the Security Plan;
- 1.4 audit and testing of the Security Plan; and
- 1.5 breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.

- 2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:
- 2.2.1 is in accordance with Good Industry Practice and Law;
 - 2.2.2 complies with HMG Security Policy Framework; and
 - 2.2.3 meets any specific security threats to the Contractor System.
- 2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):
- 2.3.1 loss of integrity of Authority Data;
 - 2.3.2 loss of confidentiality of Authority Data;
 - 2.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;
 - 2.3.4 unauthorised access to network elements, buildings, the Premises, and tools used by the Contractor in the provision of the Services;
 - 2.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
 - 2.3.6 loss of availability of Authority Data due to any failure or compromise of the Services.
 - 2.3.7 processing and storage of authority data within the UK or by exception within the EEA. Any processing outside of the UK must be subject to specific approval by the Authority.

3. SECURITY PLAN

- 3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule 6.
- 3.2 A draft Security Plan provided by the Contractor as part of its bid is set out herein.
- 3.3 Prior to the Commencement Date the Contractor will deliver to the Authority for approval the final Security Plan which will be based on the draft Security Plan set out herein.
- 3.4 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and, in any event, no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 12 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 3.4 may be unreasonably withheld or delayed. However, any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.4 shall be deemed to be reasonable.
- 3.5 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
- 3.5.1 the provisions of this Schedule 6;
 - 3.5.2 the provisions of Schedule 1 relating to security;
 - 3.5.3 the Information Assurance Standards;
 - 3.5.4 the data protection compliance guidance produced by the Authority;

- 3.5.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;
 - 3.5.6 any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and
 - 3.5.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.
- 3.6 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.
- 3.7 If there is any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Authorised Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.
- 3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary to other schedules of the Contract which cover specific areas included within that standard.
- 3.9 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule 6.

4. AMENDMENT AND REVISION

- 4.1 The Security Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:
- 4.1.1 emerging changes in Good Industry Practice;
 - 4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;
 - 4.1.3 any new perceived or changed threats to the Contractor System;
 - 4.1.4 changes to security policies introduced Government-wide or by the Authority; and/or
 - 4.1.5 a reasonable request by the Authority.
- 4.2 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.
- 4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request or change to Schedule 1 or otherwise) shall be subject to a Variation and shall not be implemented until Approved.

5. AUDIT, TESTING AND PROTECTIVE MONITORING

- 5.1 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.
- 5.2 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.

- 5.3 Where any Security Test carried out pursuant to paragraphs 5.1 or 5.2 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with paragraph 4.3, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with HMG Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

6. BREACH OF SECURITY

- 6.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:
- 6.2.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and
 - 6.2.2 prevent an equivalent breach in the future;
 - 6.2.3 collect, preserve and protect all available audit data relating to the incident and make it available on request to the Authority;
 - 6.2.4 investigate the incident and produce a detailed report for the Authority within 5 working days of the discovery of the incident.
- 6.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the variation procedure set out in clause F3.
- 6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

7. CONTRACT EXIT – SECURITY REQUIREMENTS

In accordance with clause H7 of the Contract, on termination of the Contract, either via early termination or completion of the Contract then the Contractor will either return all data to the Authority or provide a certificate of secure destruction using an industry and Authority approved method. Destruction or return of the data will be specified by the Authority at the time of termination of the Contract.

APPENDIX 1- OUTLINE SECURITY PLAN

ANNEX 1: BASELINE SECURITY REQUIREMENTS

1. SECURITY CLASSIFICATION OF INFORMATION

- 1.1 If the provision of the Services requires the Contractor to Process Authority Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the Contractor shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

2. END USER DEVICES

- 2.1 The Contractor shall ensure that any Authority which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority except where the Authority has given its prior written consent to an alternative arrangement.
- 2.2 The Contractor shall ensure that any device which is used to Process Authority Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>

2A. TESTING

The Contractor shall at their own cost and expense, procure a CHECK or CREST Certified Contractor to perform an ITHC or Penetration Test prior to any live Authority data being transferred into their systems. The ITHC scope must be agreed with the Authority to ensure it covers all the relevant parts of the system that processes, stores or hosts Authority data.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1 The Contractor and Authority recognise the need for the Authority's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Contractor must be able to state to the Authority the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Authority Data will be subject to at all times.
- 3.2 The Contractor shall not, and shall procure that none of its Sub-contractors, process Authority Data outside the EEA without the prior written consent of the Authority and the Contractor shall not change where it or any of its Sub-contractors' process Authority Data without the Authority's prior written consent which may be subject to conditions.
- 3.3 The Contractor must be able to demonstrate they can supply a copy of all data on request or at termination of the service and must be able to securely erase or destroy all data and media that the Authority data has been stored and processed on.

The Contractor shall:

- 3.3.1 provide the Authority with all Authority Data on demand in an agreed open format;
- 3.3.2 have documented processes to guarantee availability of Authority Data in the event of the Contractor ceasing to trade;
- 3.3.3 securely destroy all media that has held Authority Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Authority Data held by the Contractor when requested to do so by the Authority.

4. NETWORKING

- 4.1 The Authority requires that any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted when transmitted.
- 4.2 The Authority requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. SECURITY ARCHITECTURES

- 5.1 Contractors should design the service in accordance with:
- 5.2 • NCSC " Security Design Principles for Digital Services "
- 5.3 • NCSC " Bulk Data Principles "
- 5.4 • NSCS " Cloud Security Principles "

6. PERSONNEL SECURITY

- 6.1 All Contractor Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Supplier maybe required implementing additional security vetting for some roles.

7. IDENTITY, AUTHENTICATION AND ACCESS CONTROL

- 7.1 The Contractor must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The Contractor must retain records of access to the physical sites and to the service.

8. AUDIT AND PROTECTIVE MONITORING

- 8.1 The Contractor shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Contractor audit records should (as a minimum) include:
 - 8.1.1 regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data. The retention periods for audit records and event logs must be agreed with the Authority and documented.
- 8.2 The Contractor and the Authority shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Contractor shall retain audit records collected in compliance with this Paragraph 8.3 for a period of at least 6 months.

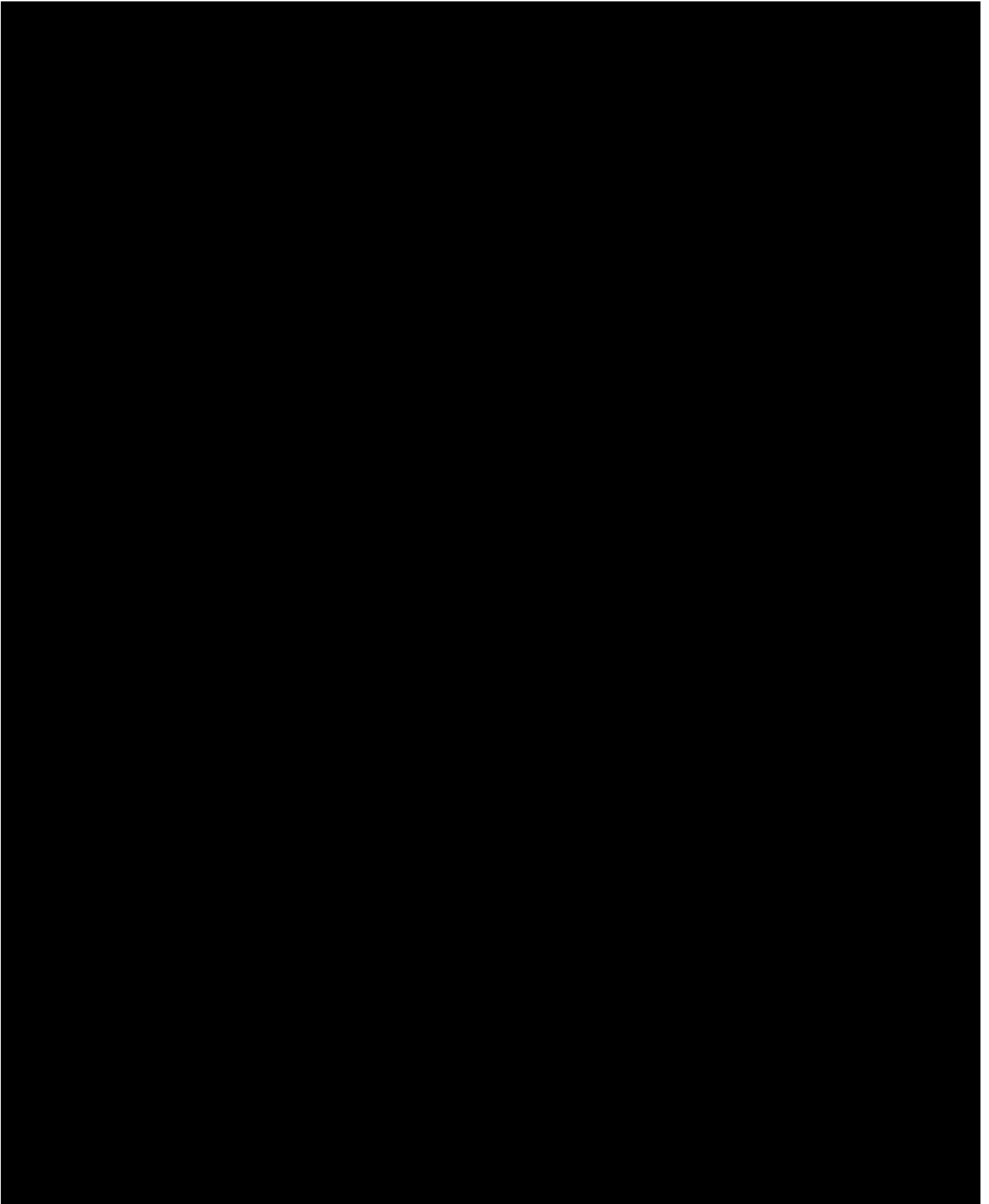
9. VULNERABILITIES AND CORRECTIVE ACTION

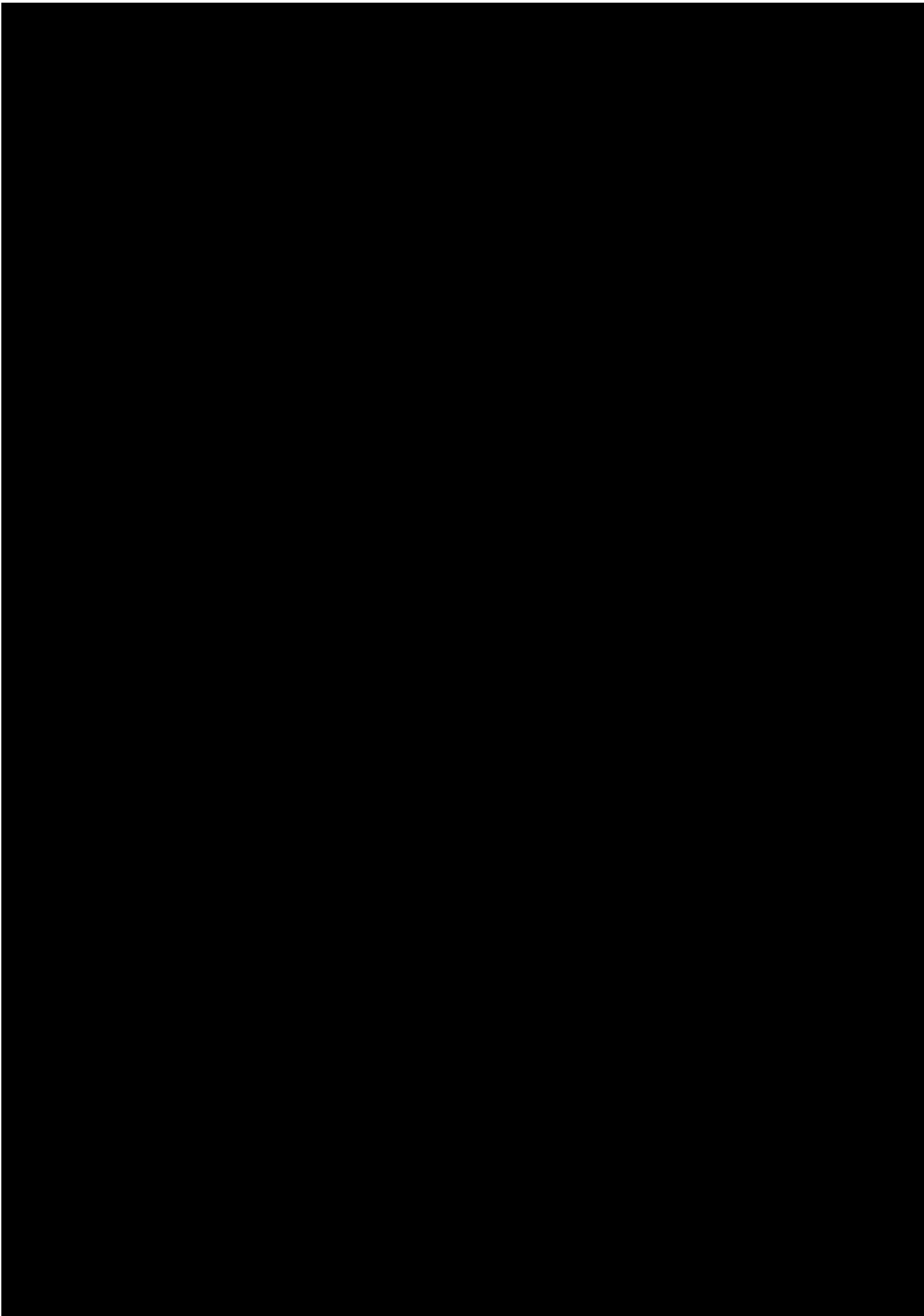
- 9.1 Contractors shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.
- 9.2 Contractor must ensure that all COTS Software and Third-Party COTS Software be kept up to date such that all Contractor COTS Software and Third-Party COTS Software are always in mainstream support.

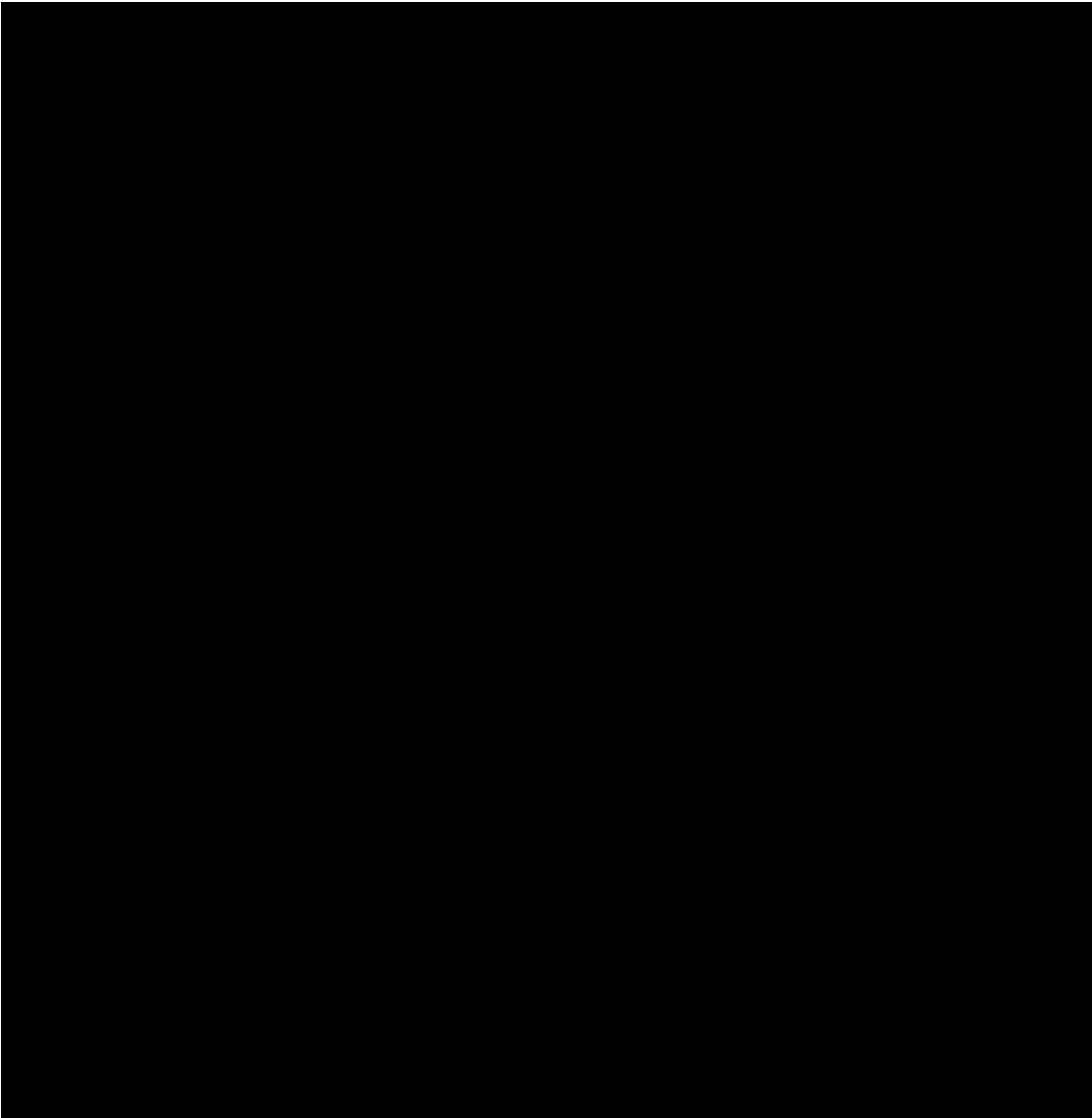
10. RISK ASSESSMENT

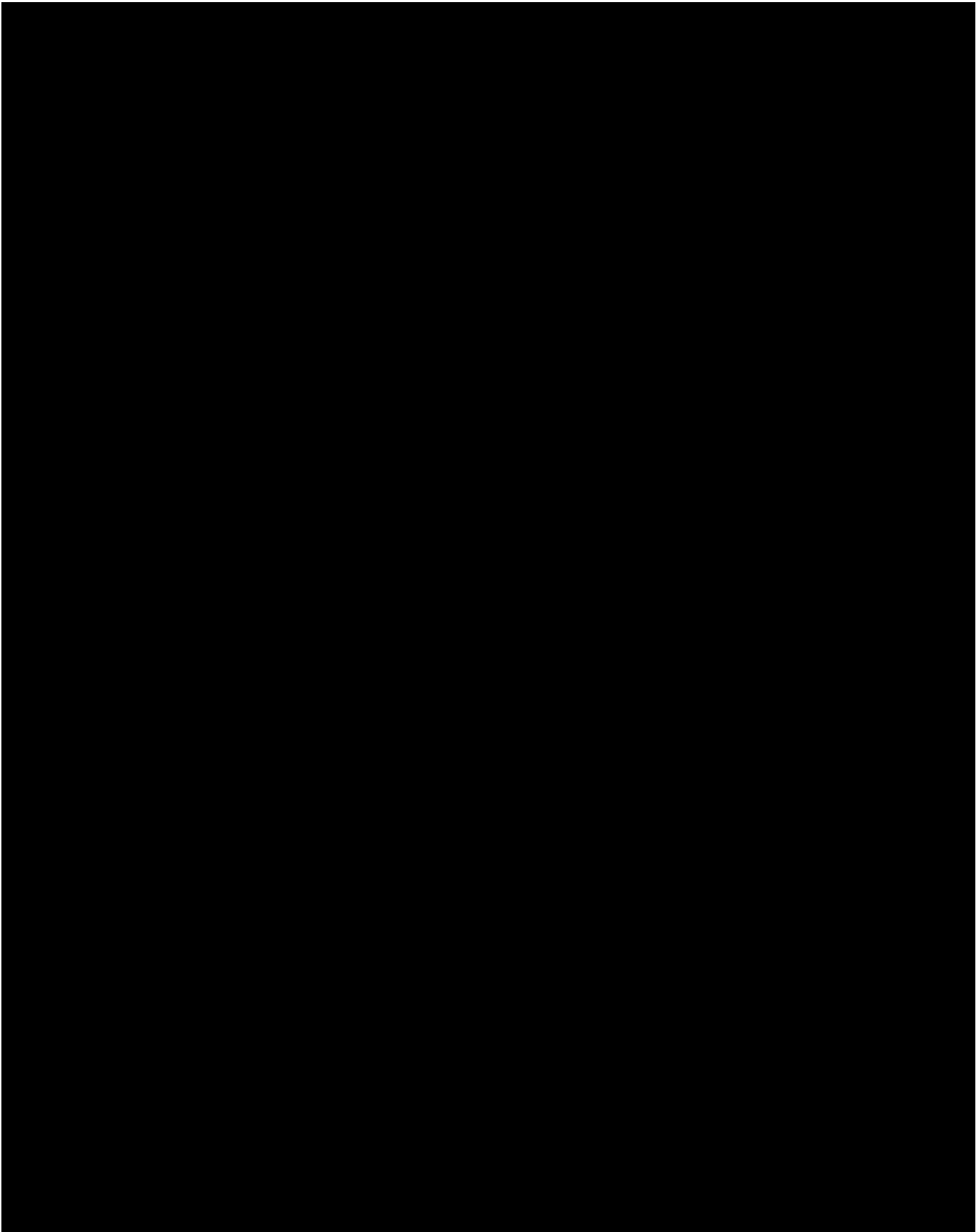
- 10.1 The Contractor should perform a technical information risk assessment on the service supplied and be able to demonstrate what controls are in place to address those risks.

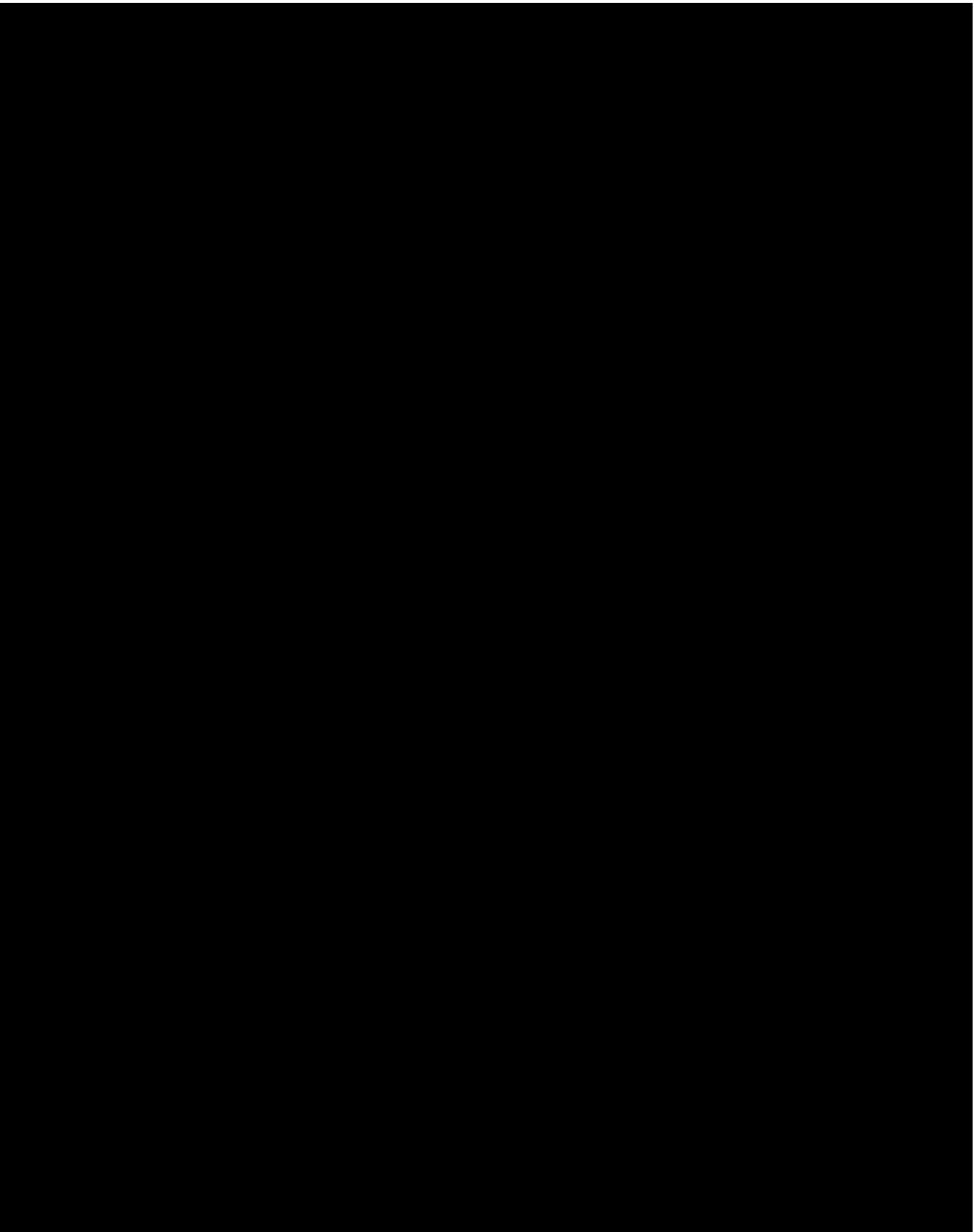
ANNEX 2: CONTRACTOR'S SECURITY MANAGEMENT PLAN

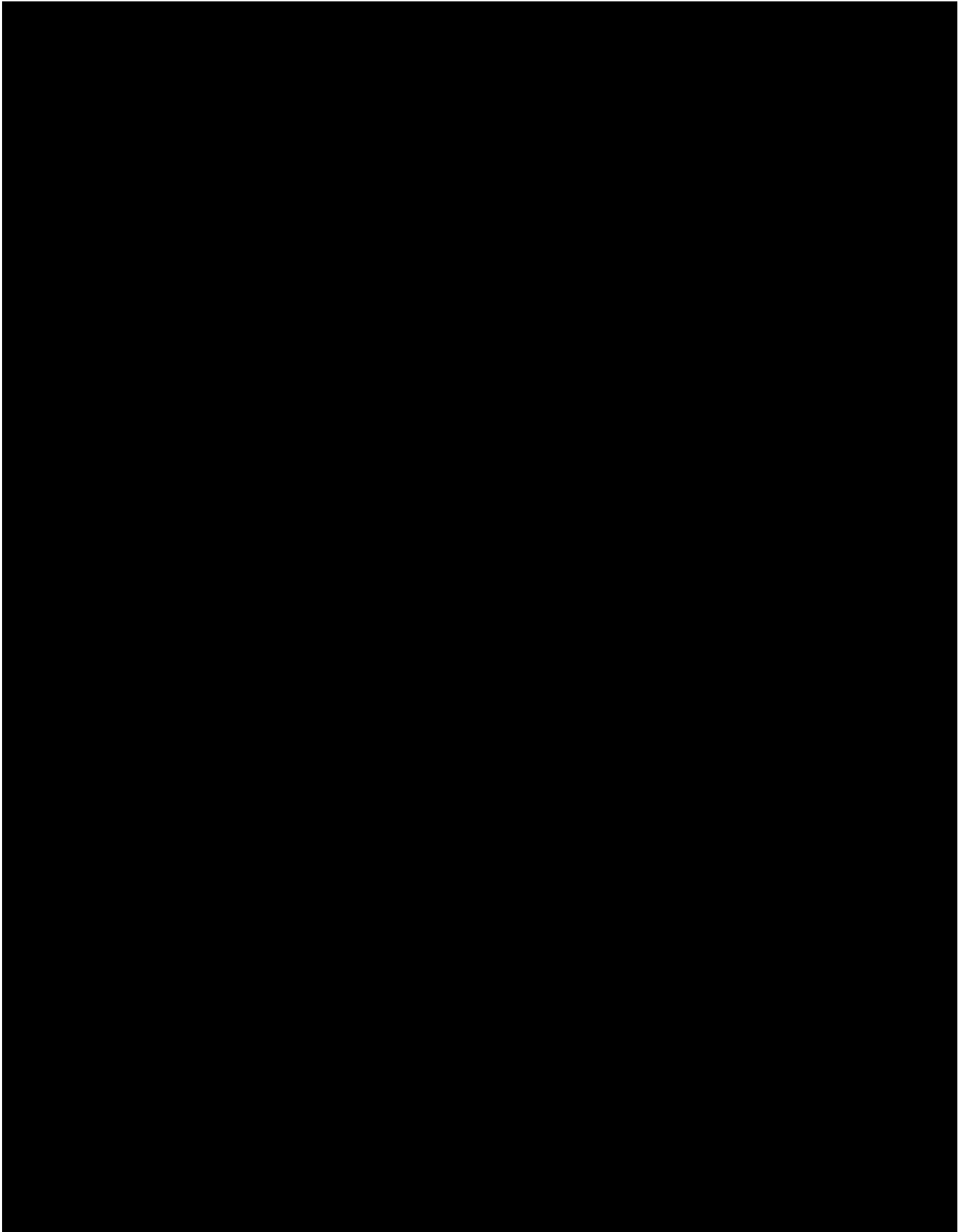


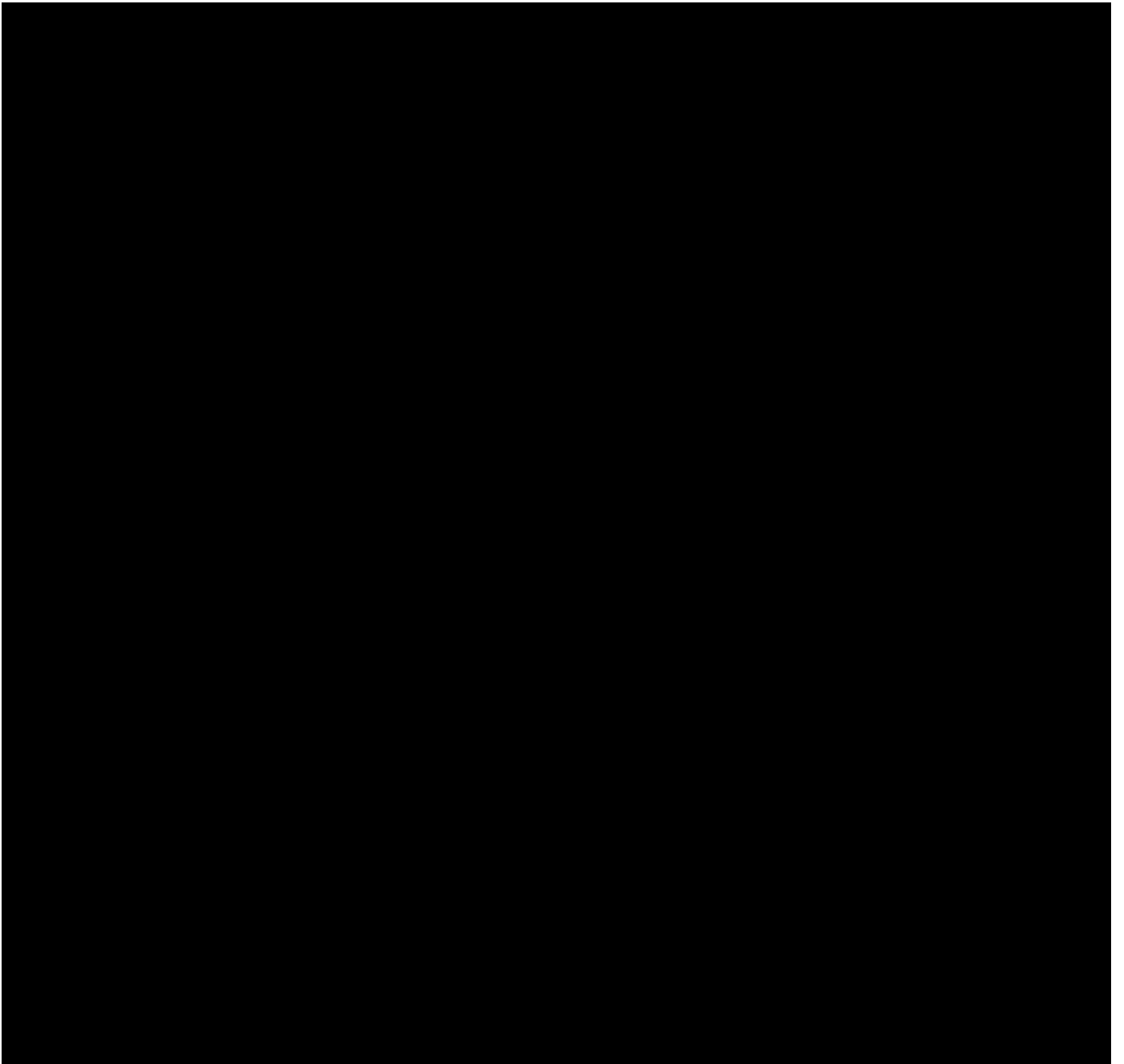


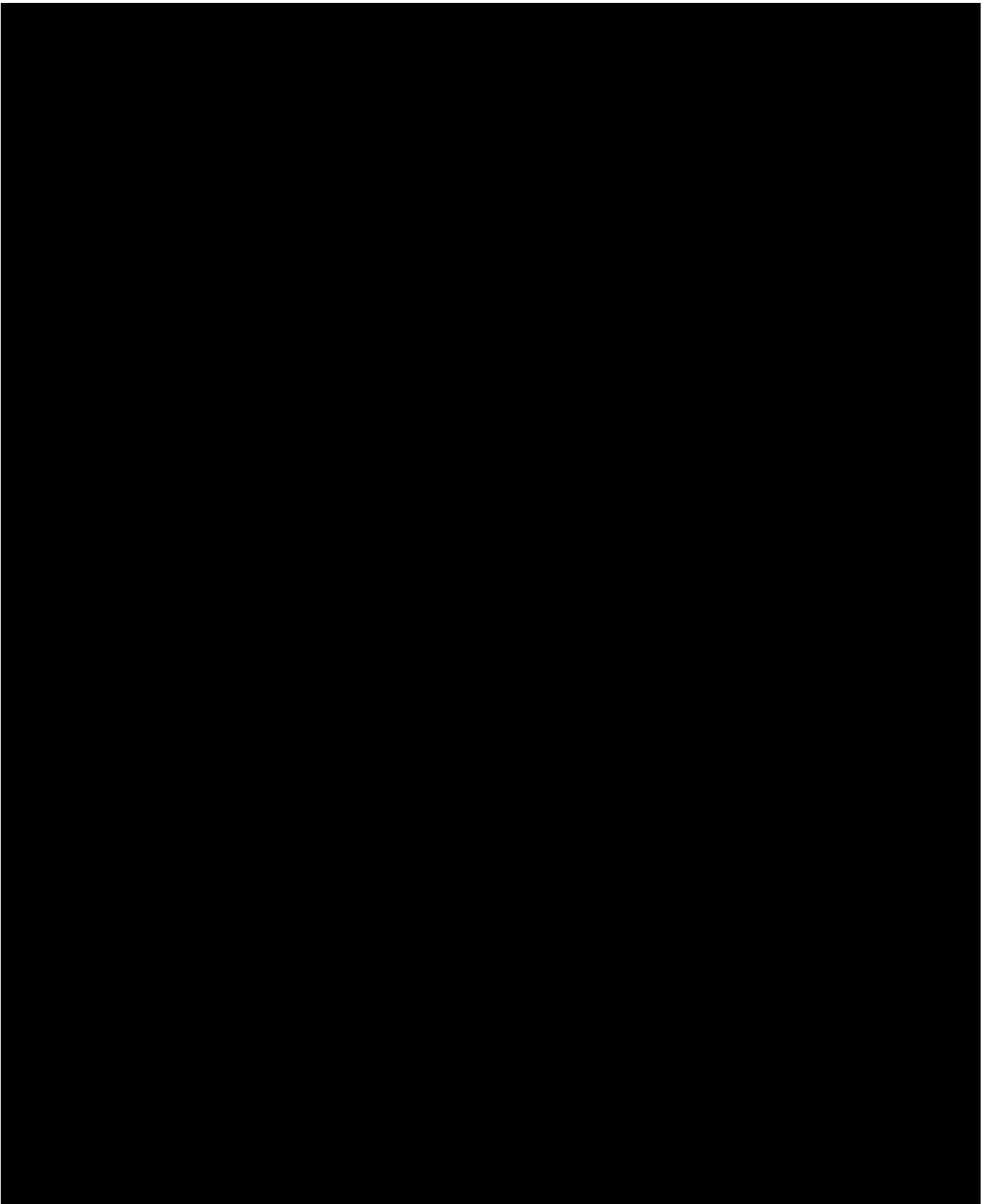


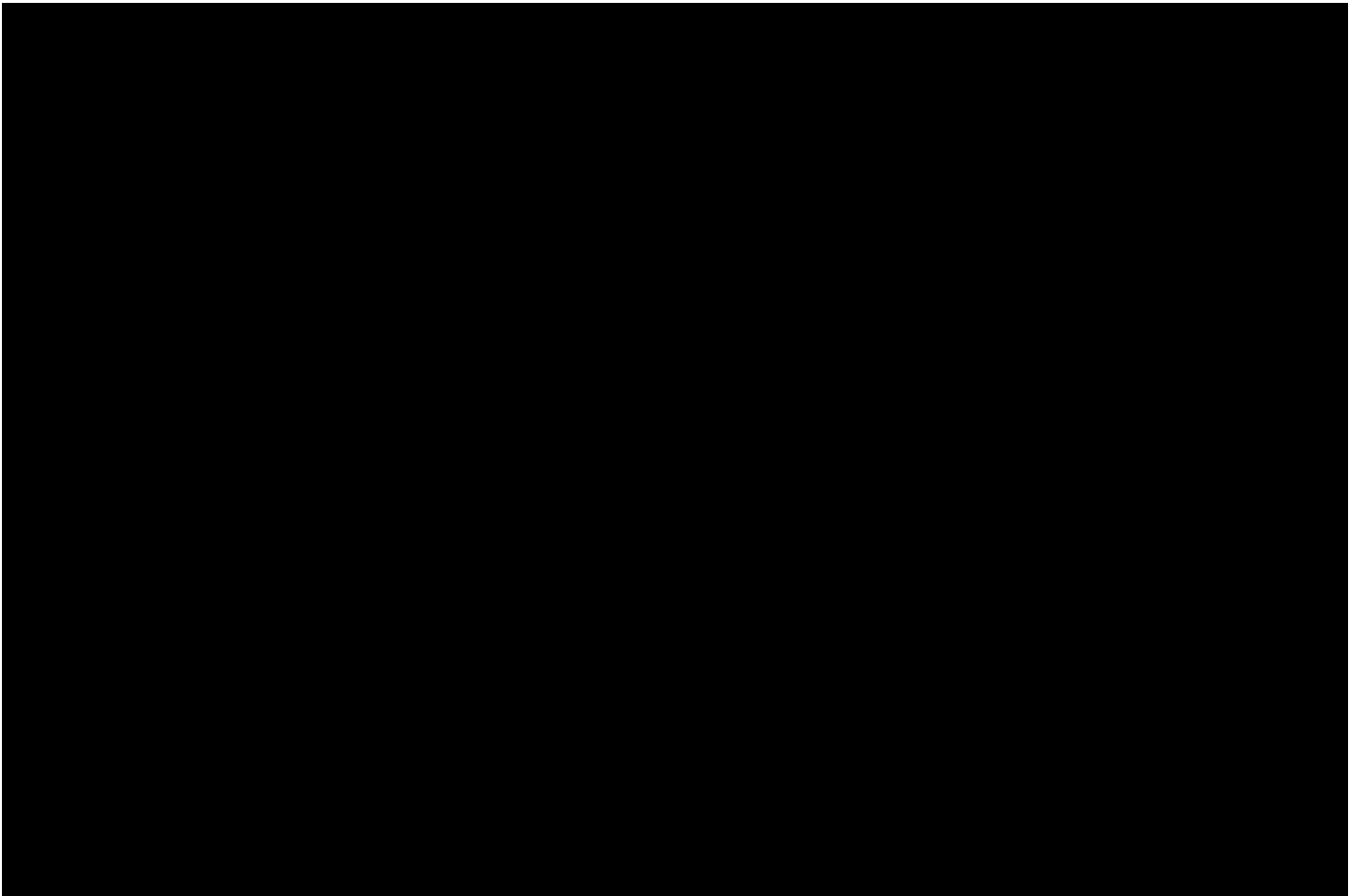


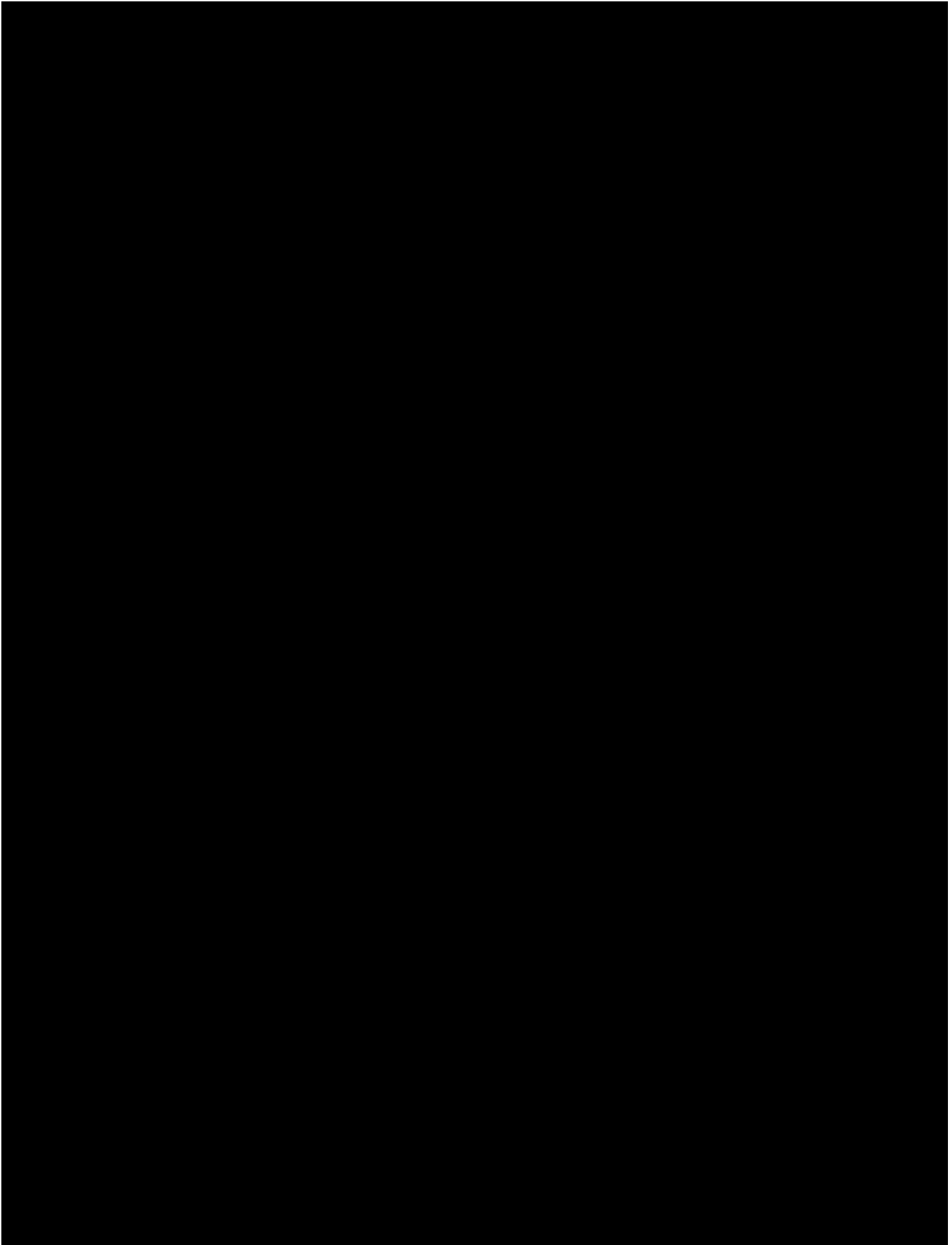


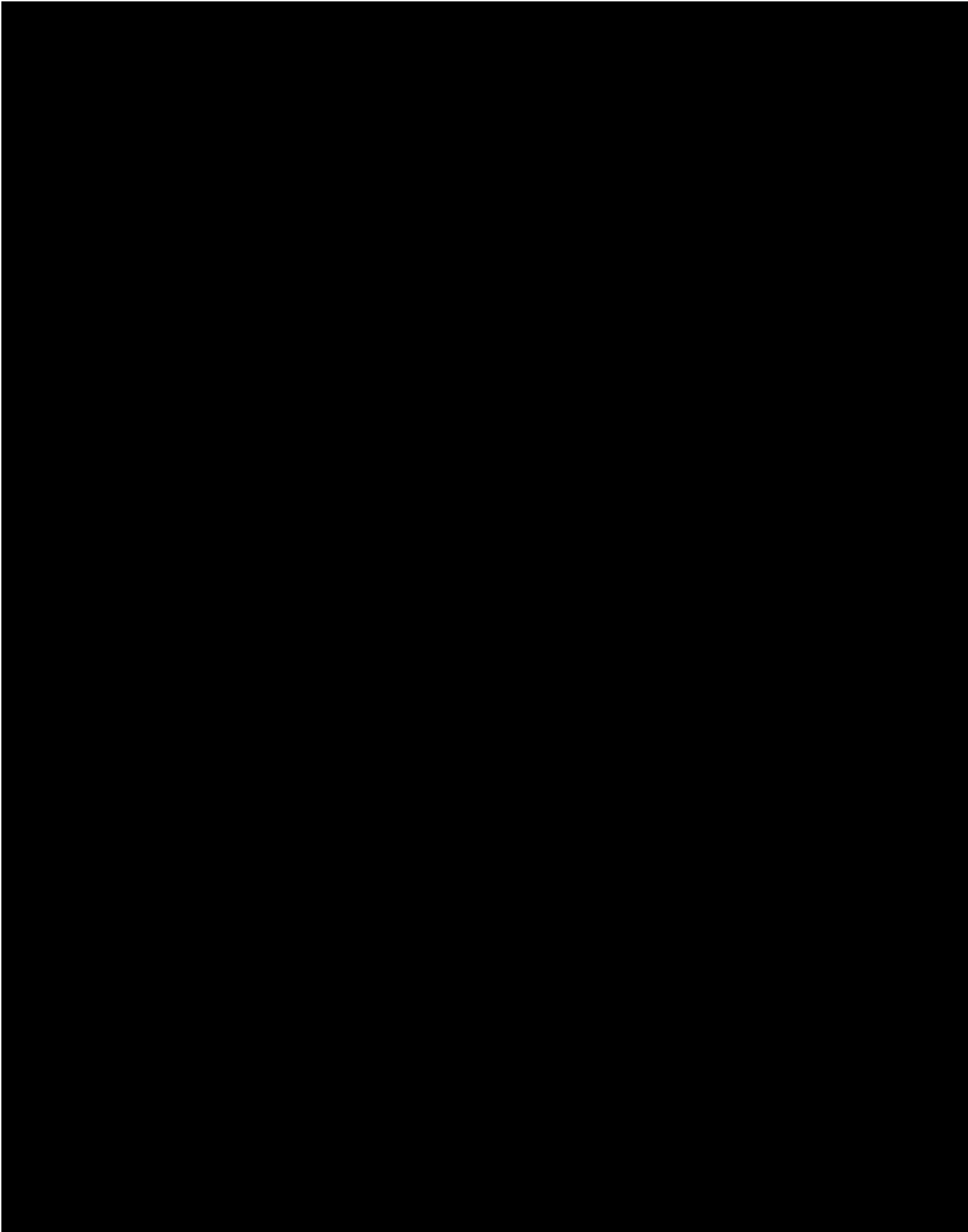


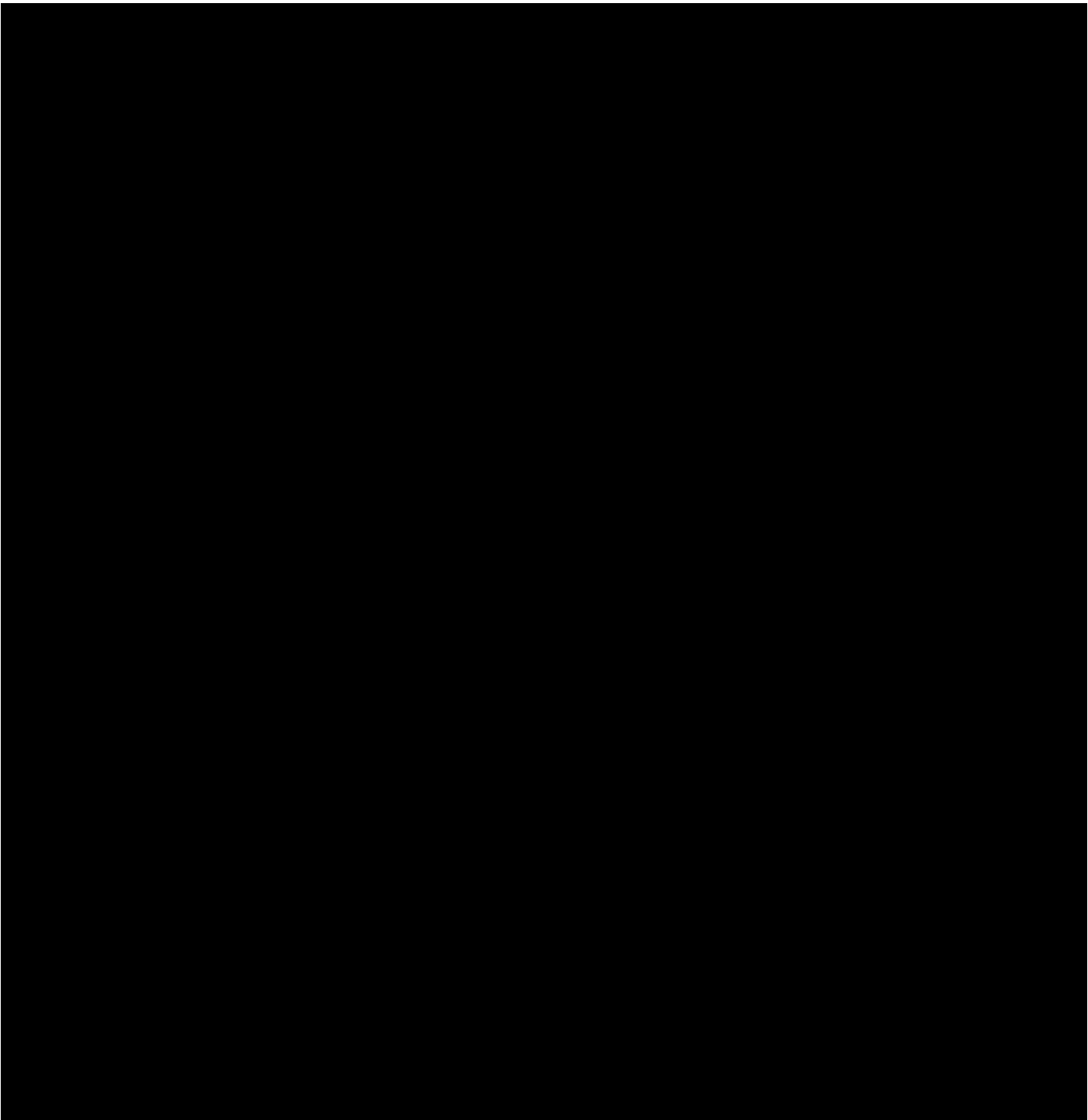


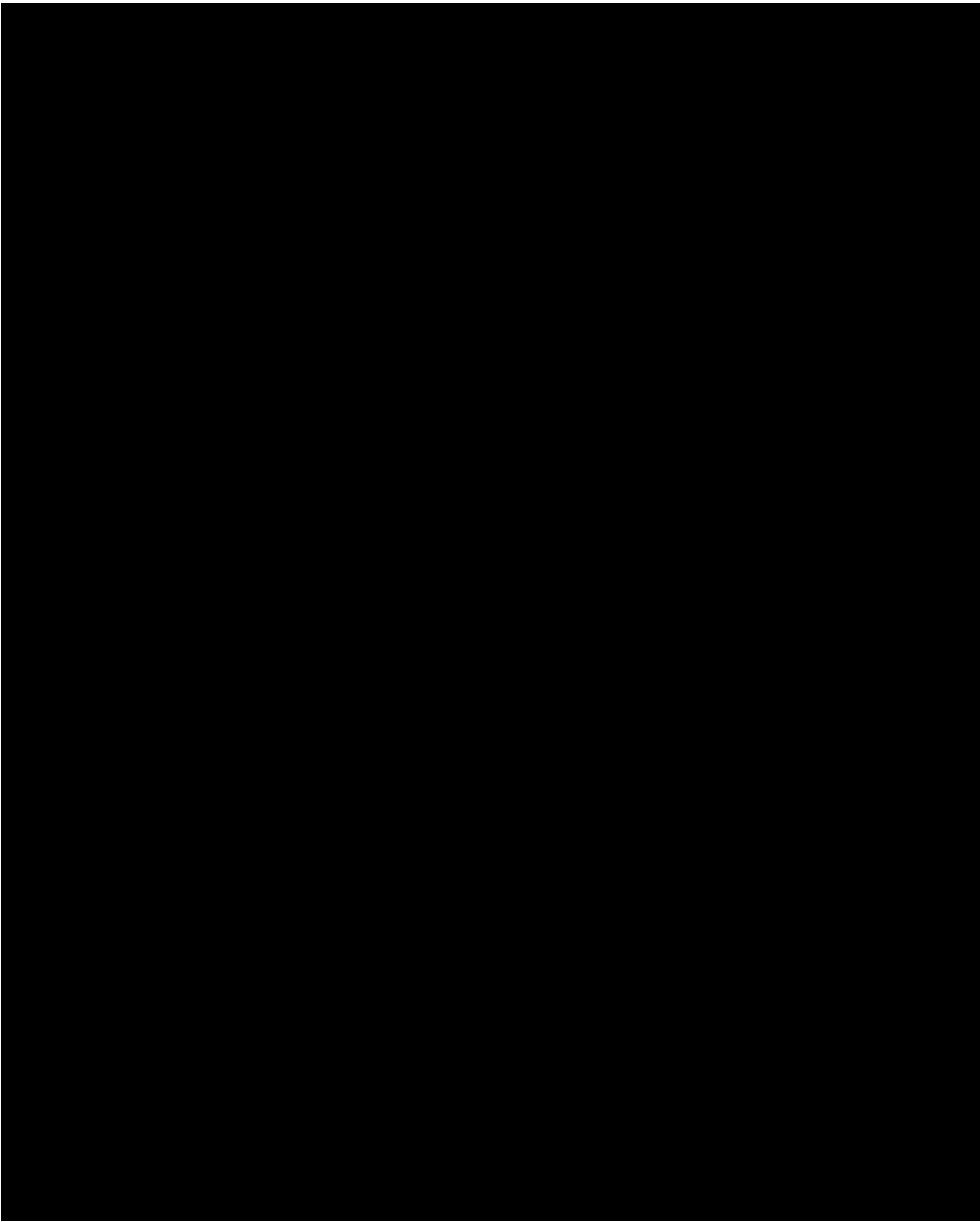


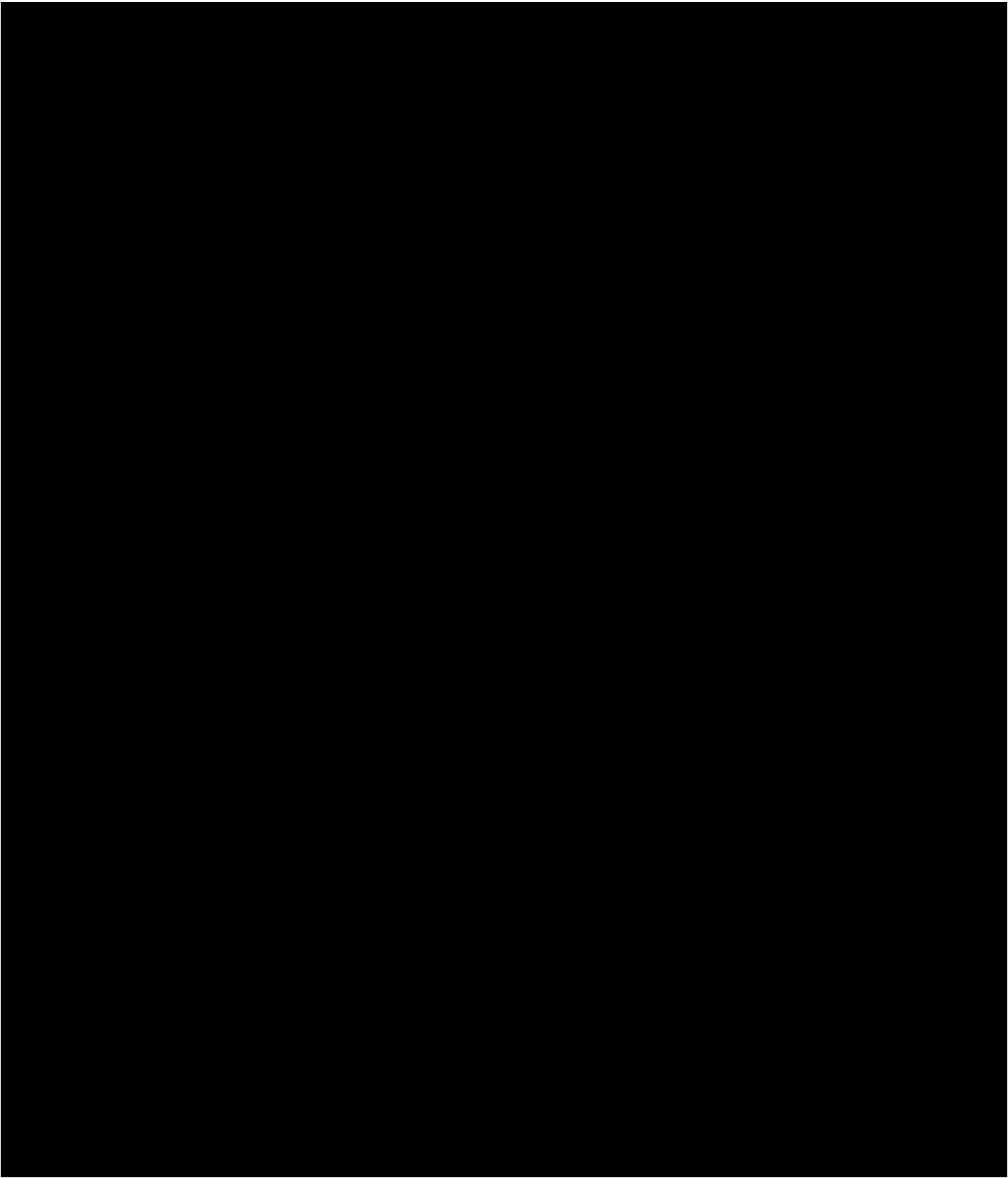


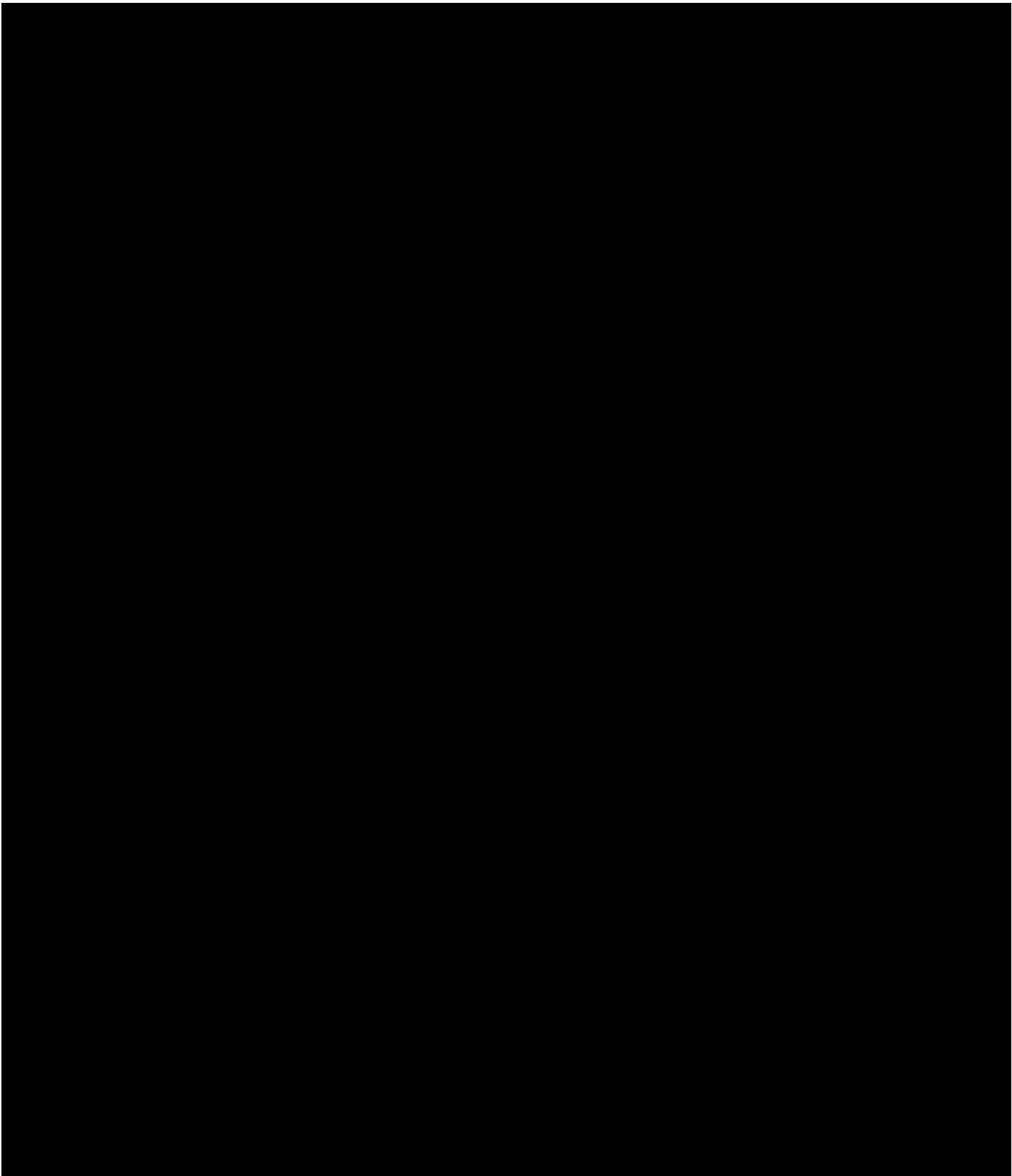


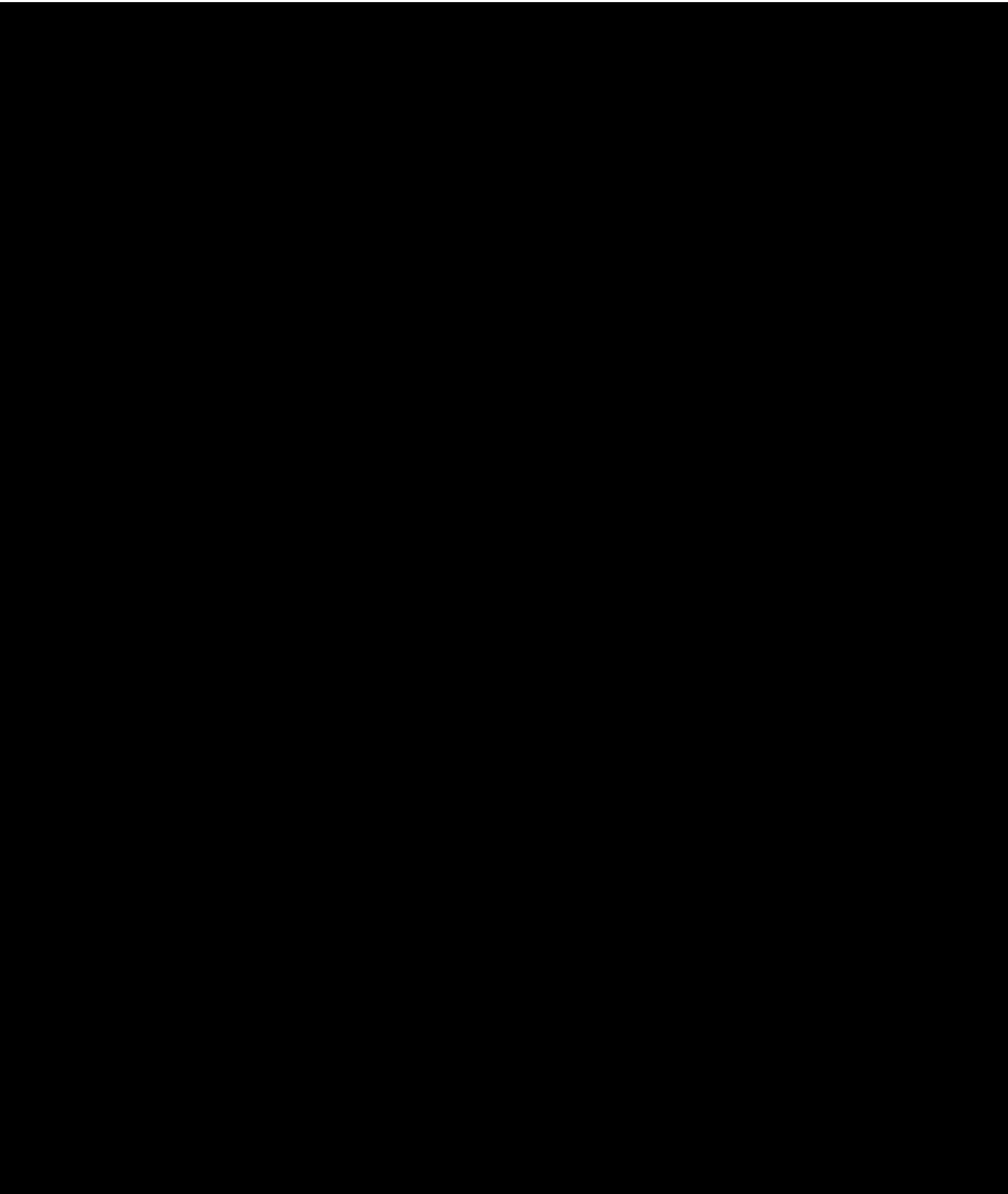


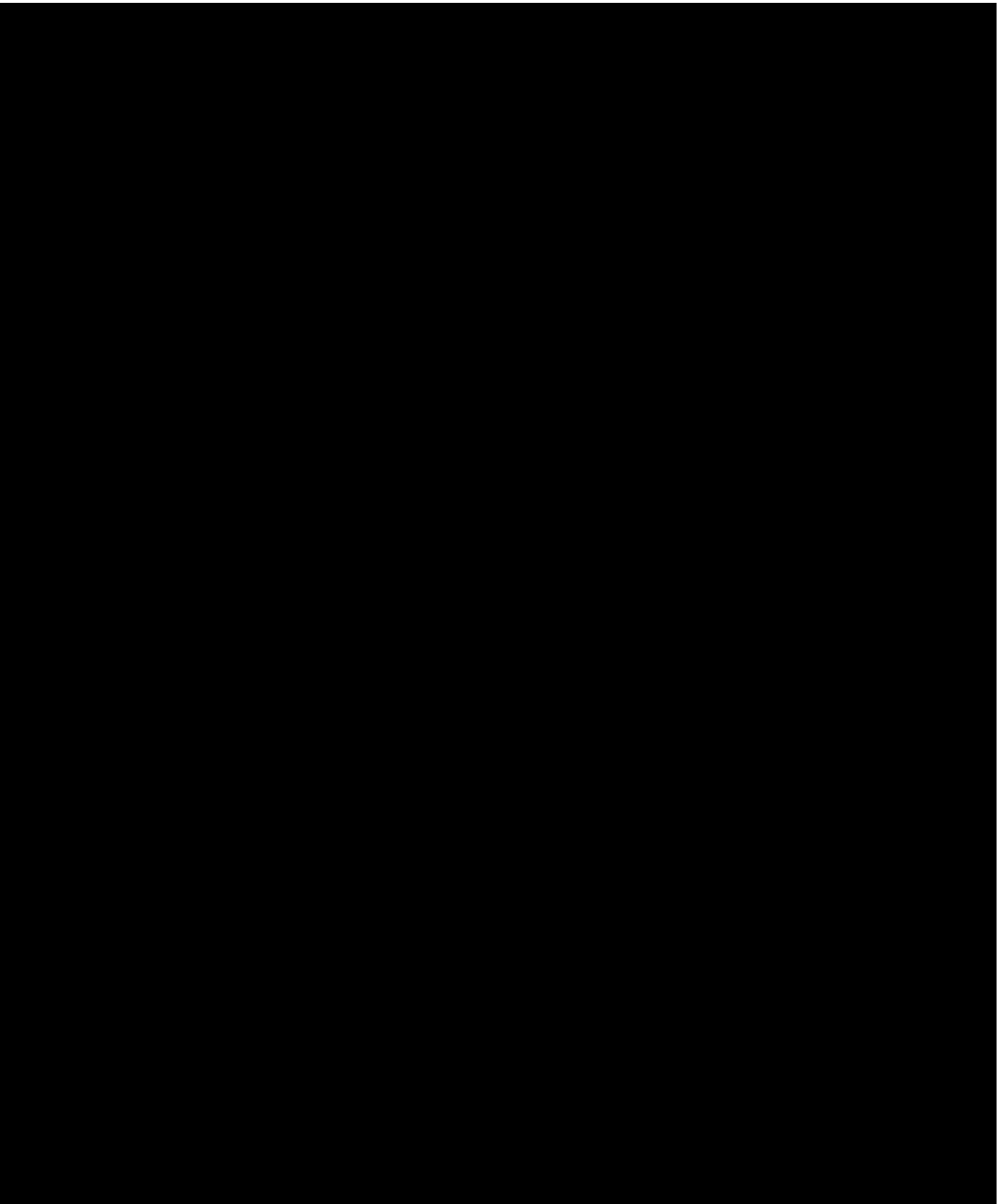


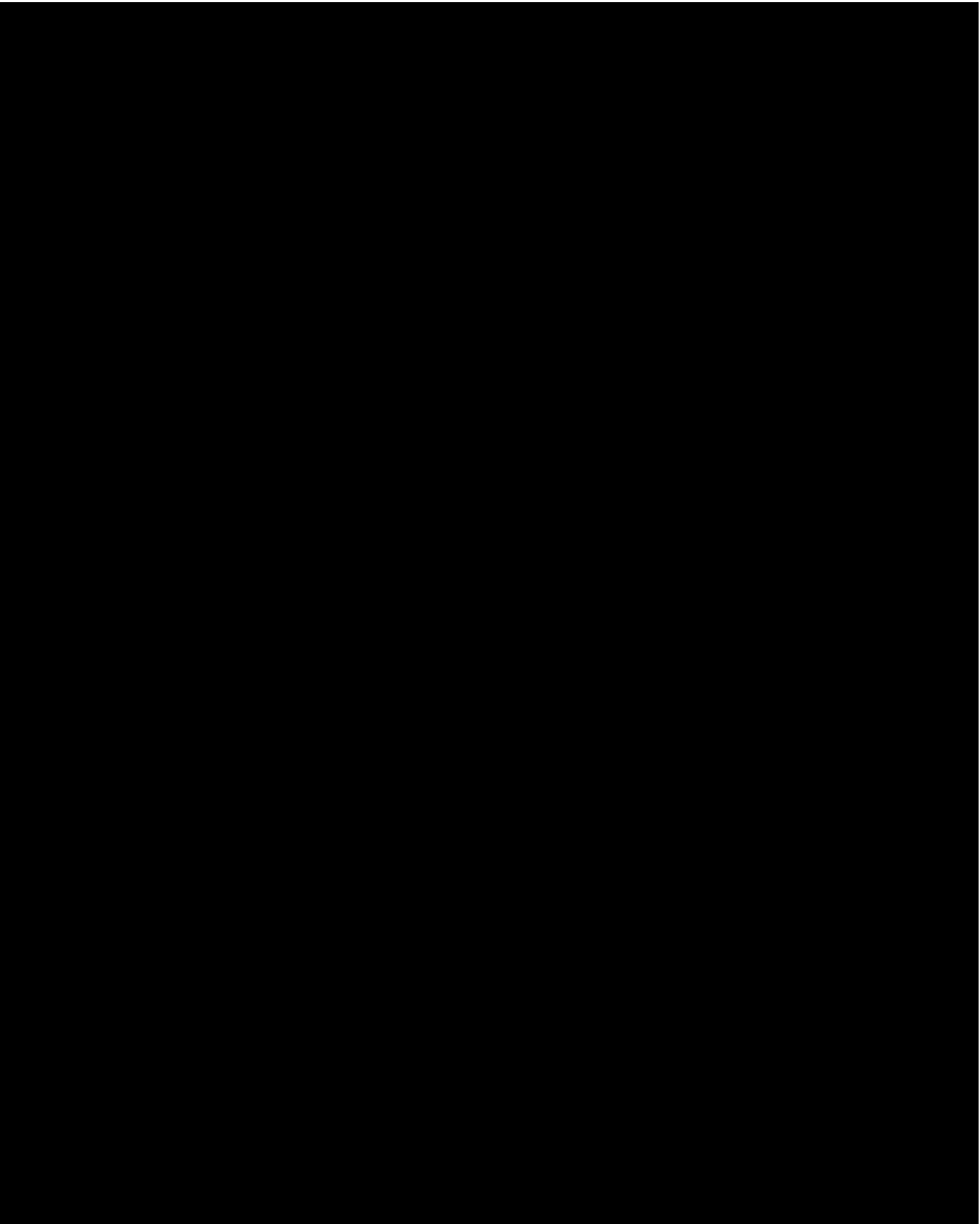


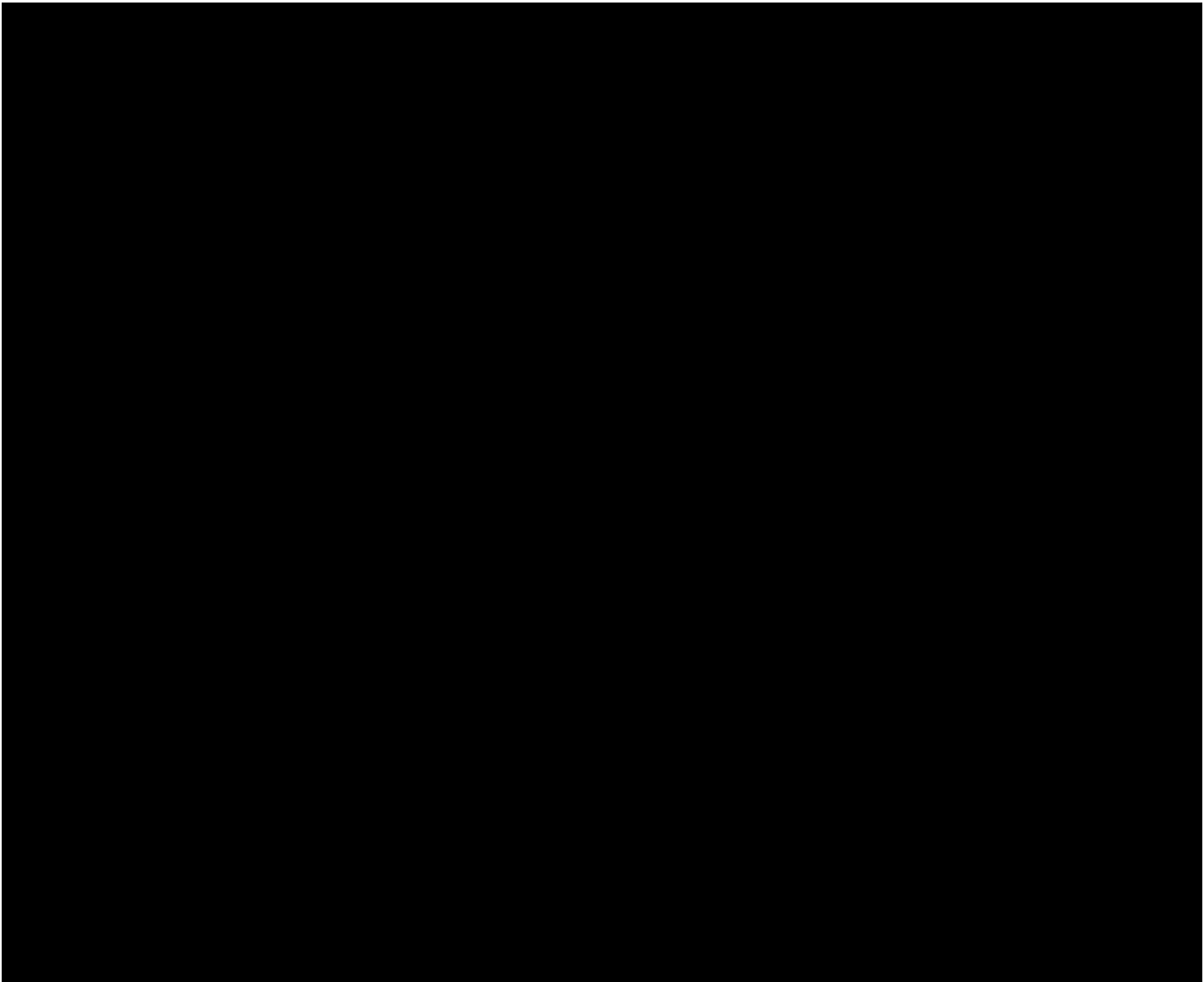


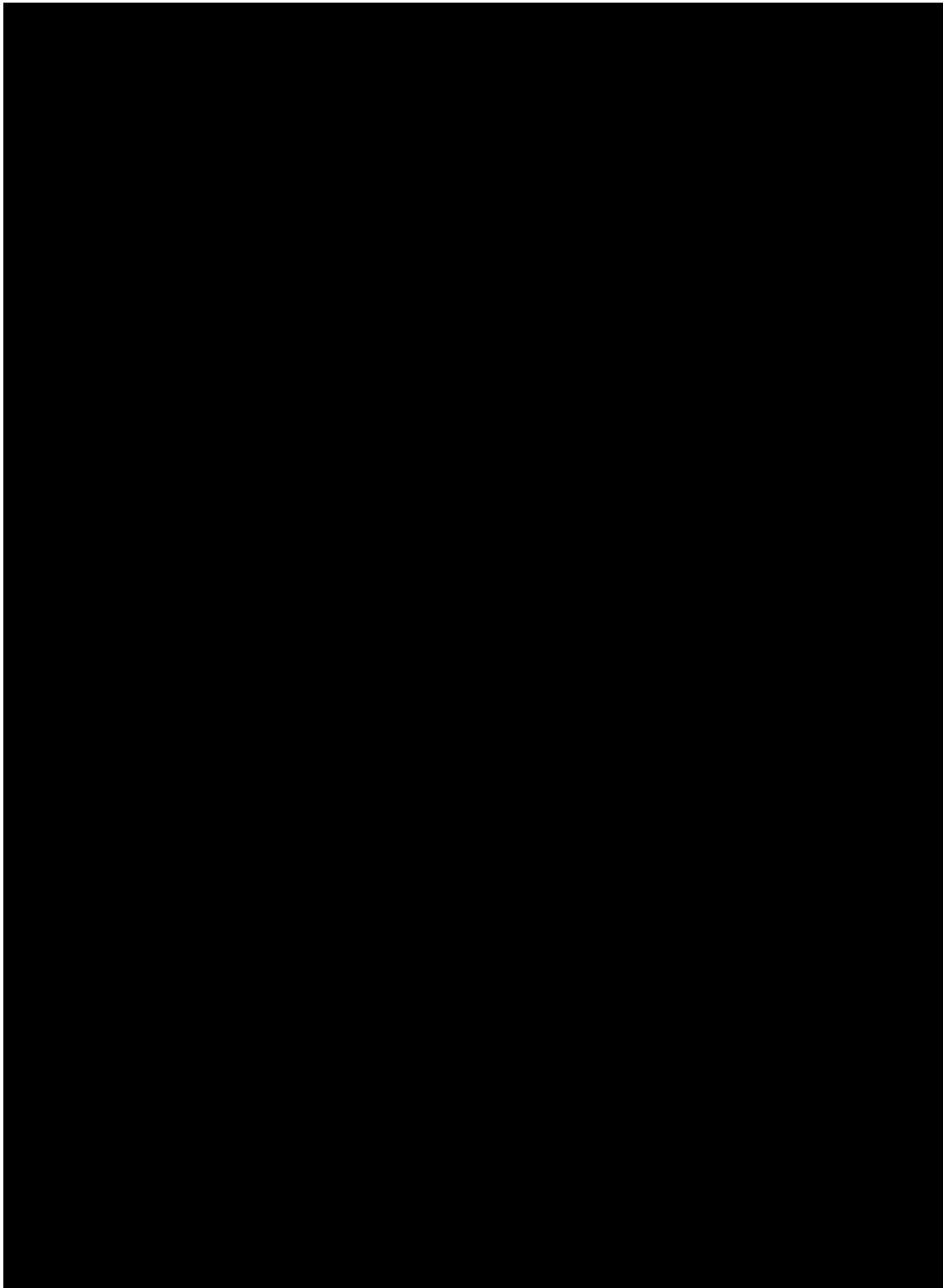


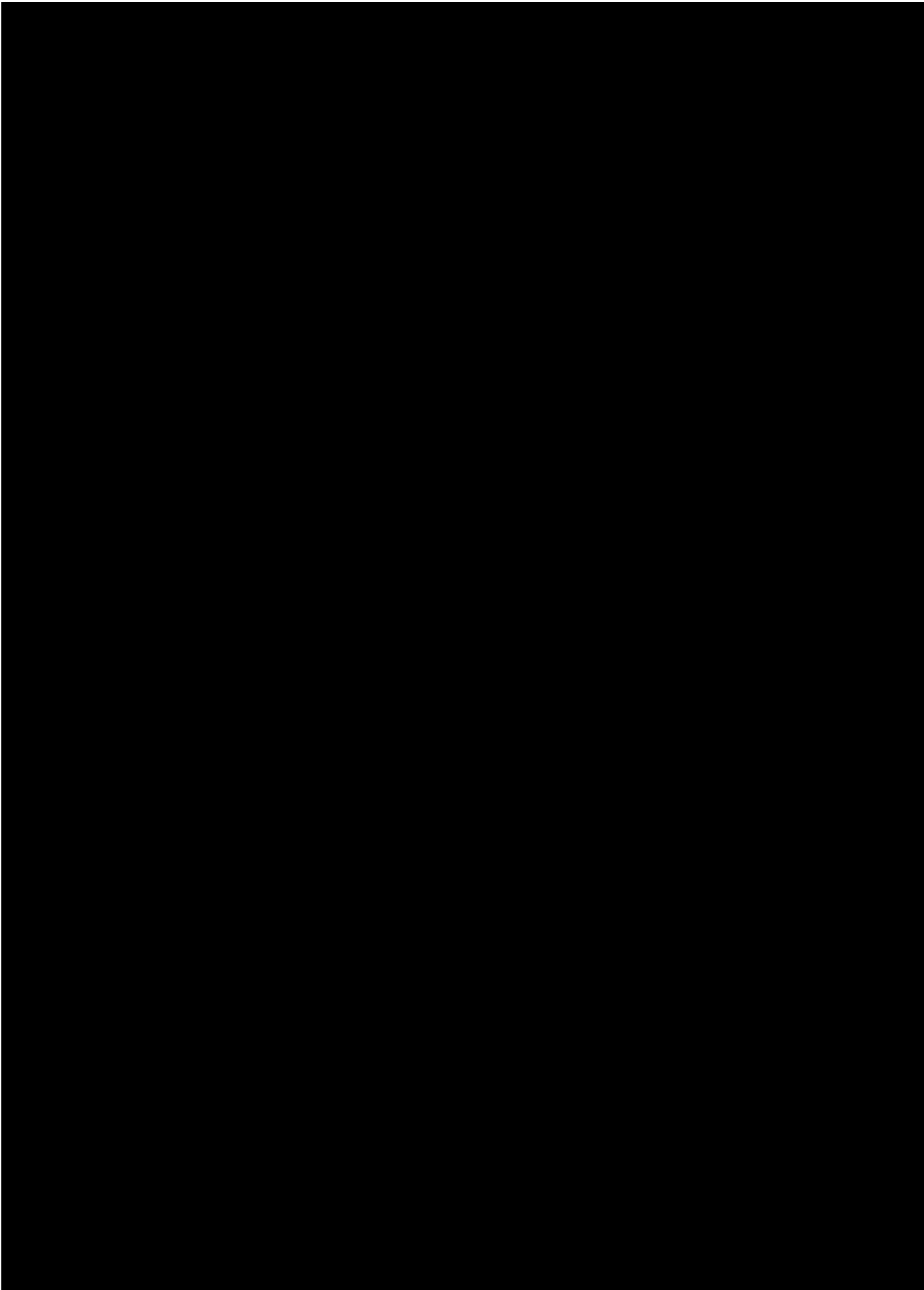


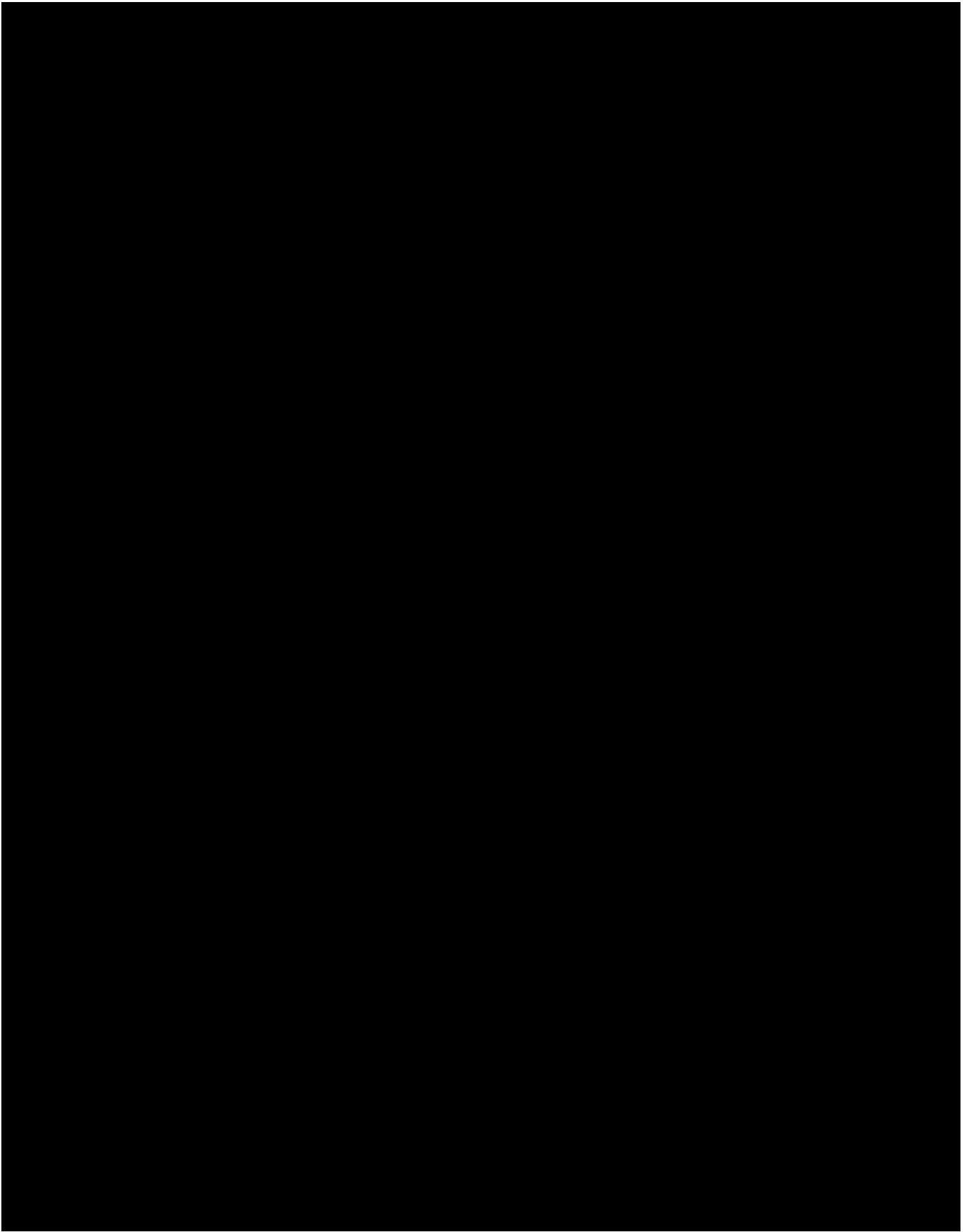


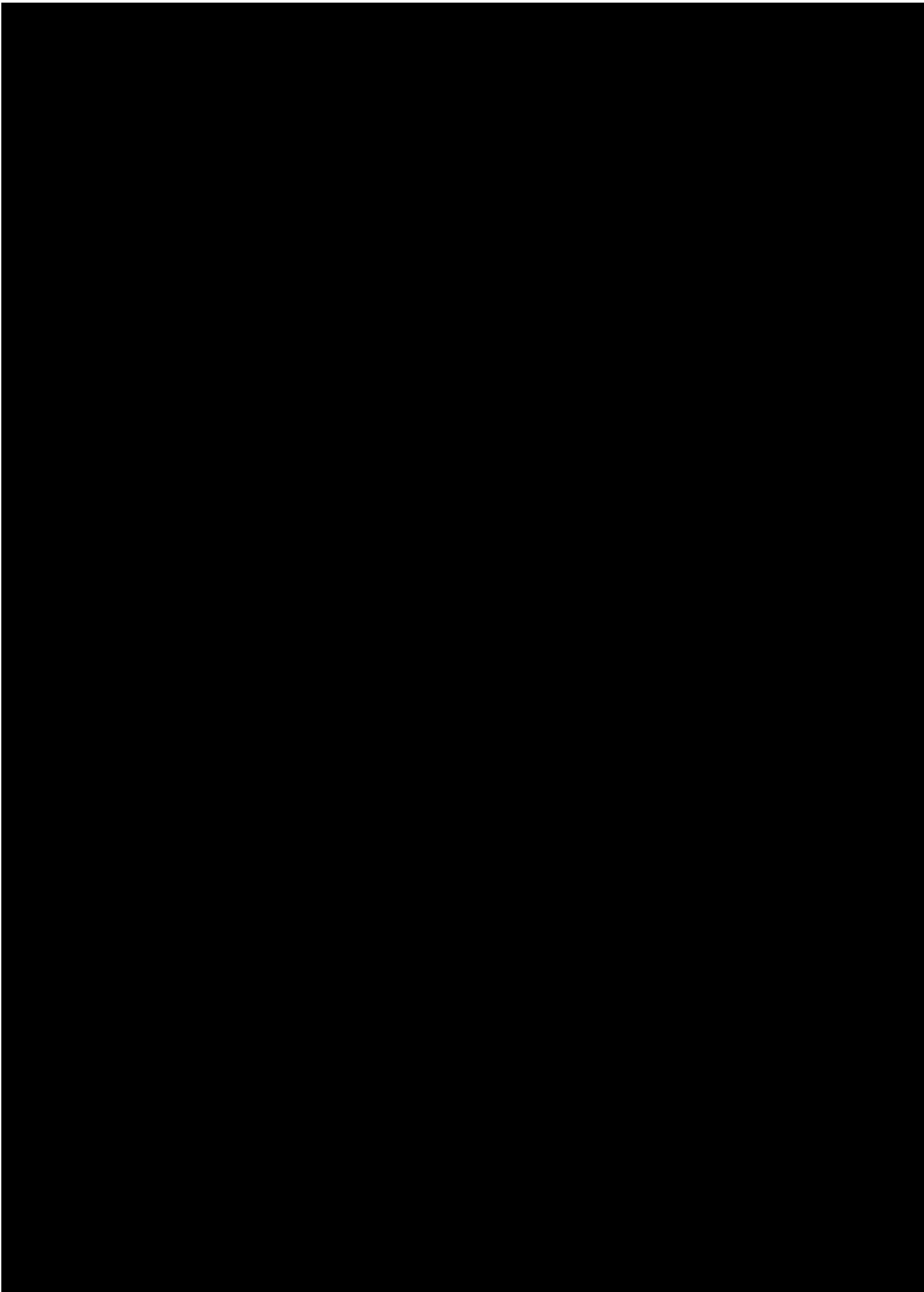












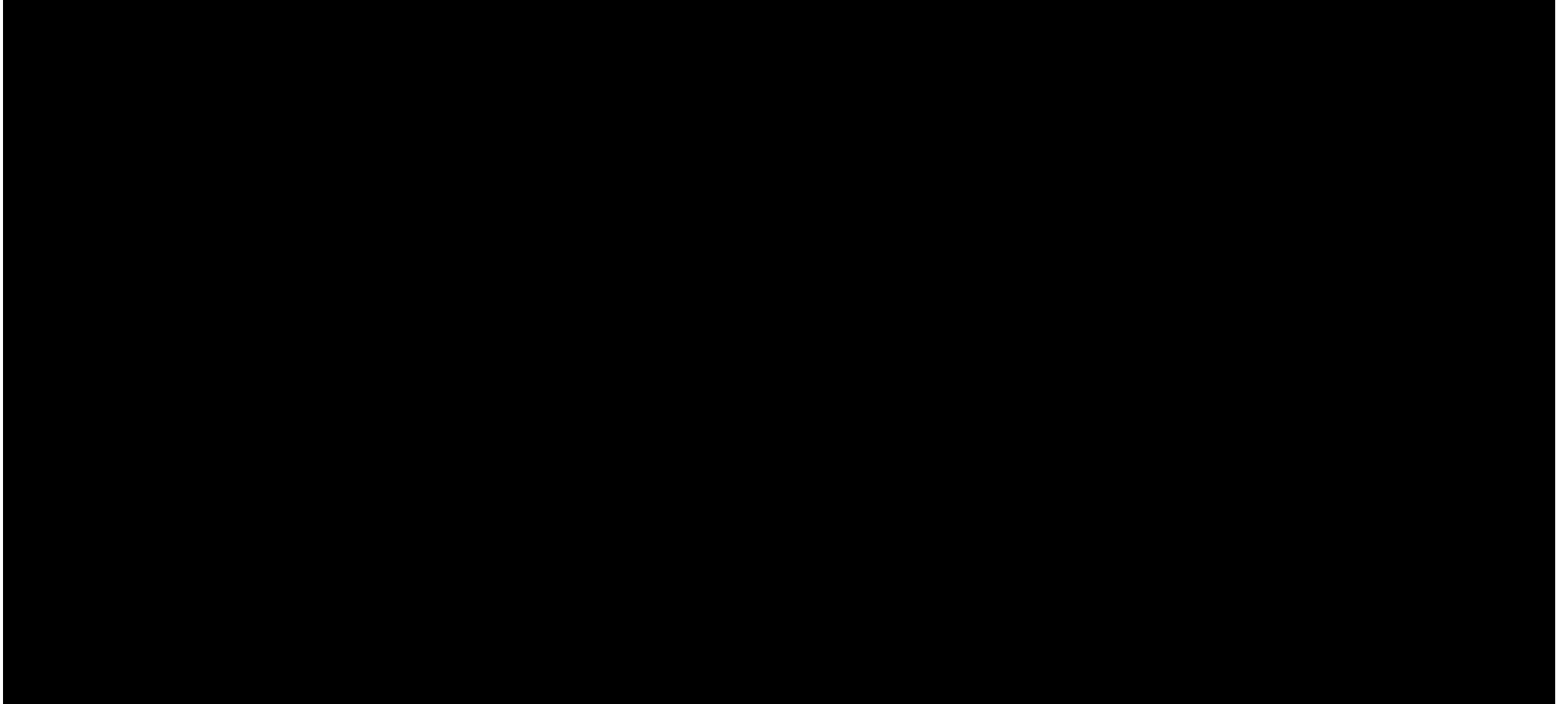
SCHEDULE 7

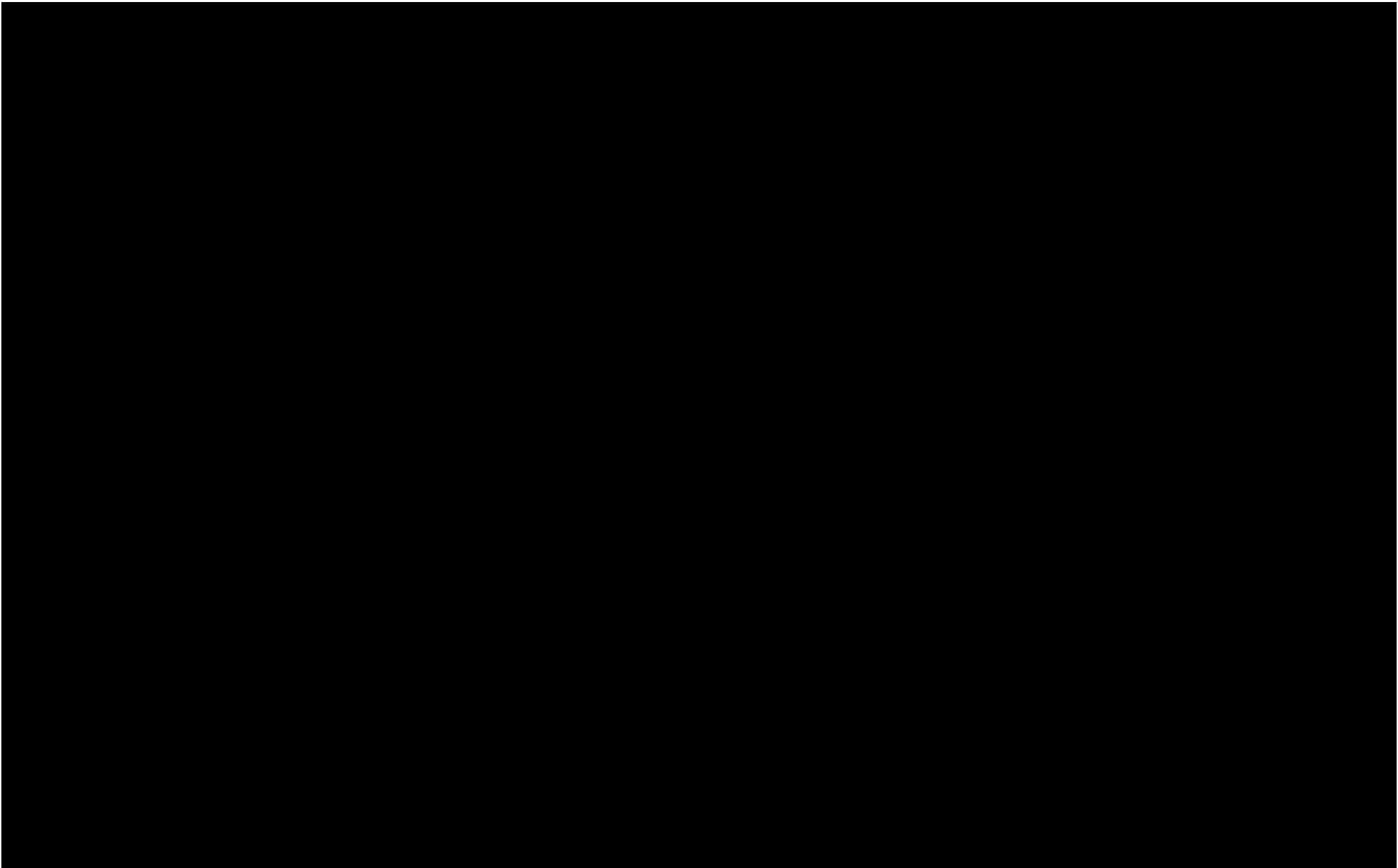
Exit Management Strategy

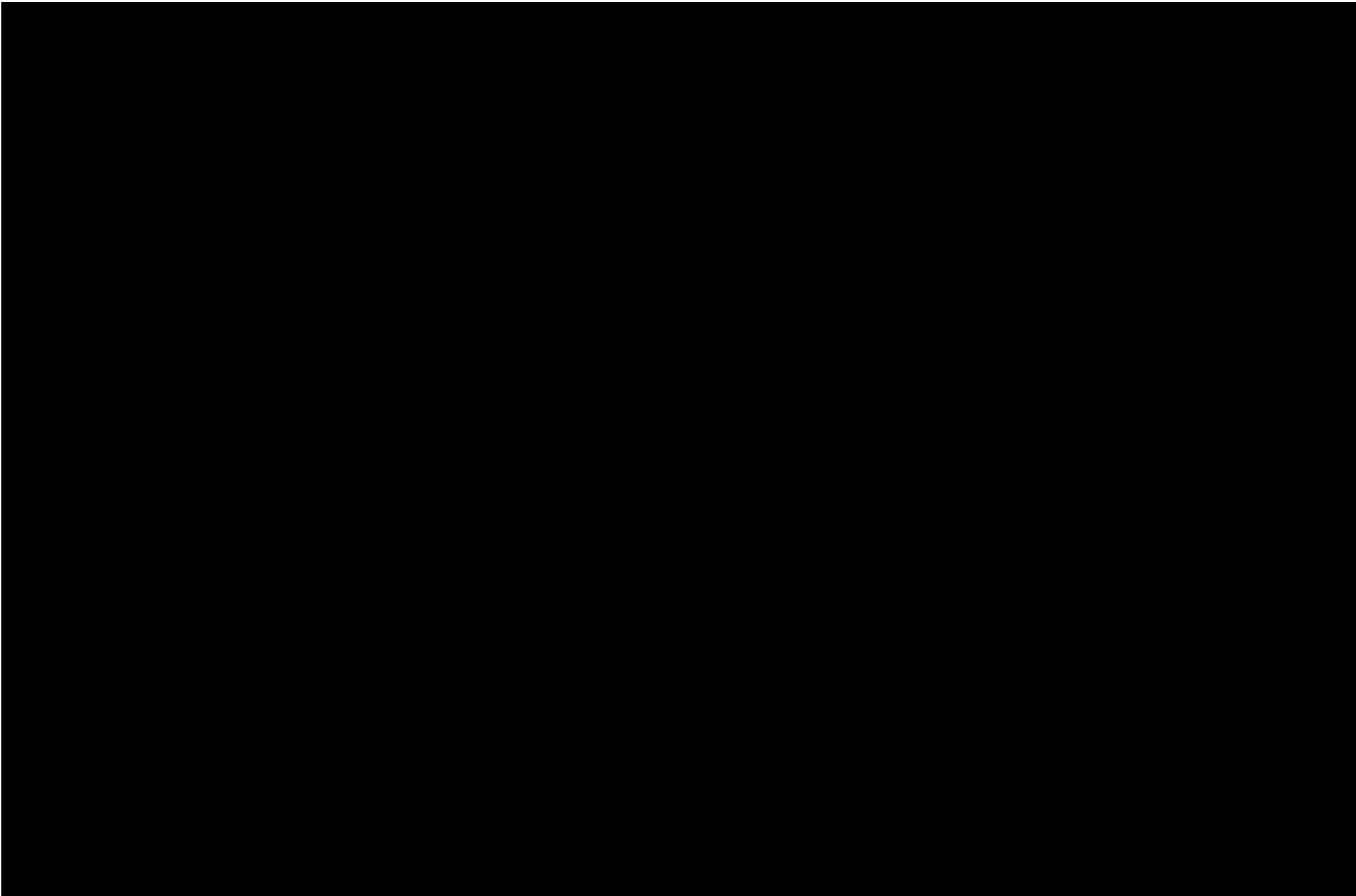
(CLAUSE H7.2 STIPULATES THAT THIS MUST BE PROVIDED WITHIN 90 DAYS OF COMMENCEMENT THEN BOTH PARTIES MEET WITHIN 10 DAYS TO AGREE THIS. THIS WILL THEN BE INCORPRATED WITHIN THE CONTRACT BY WAY OF VARIATION)

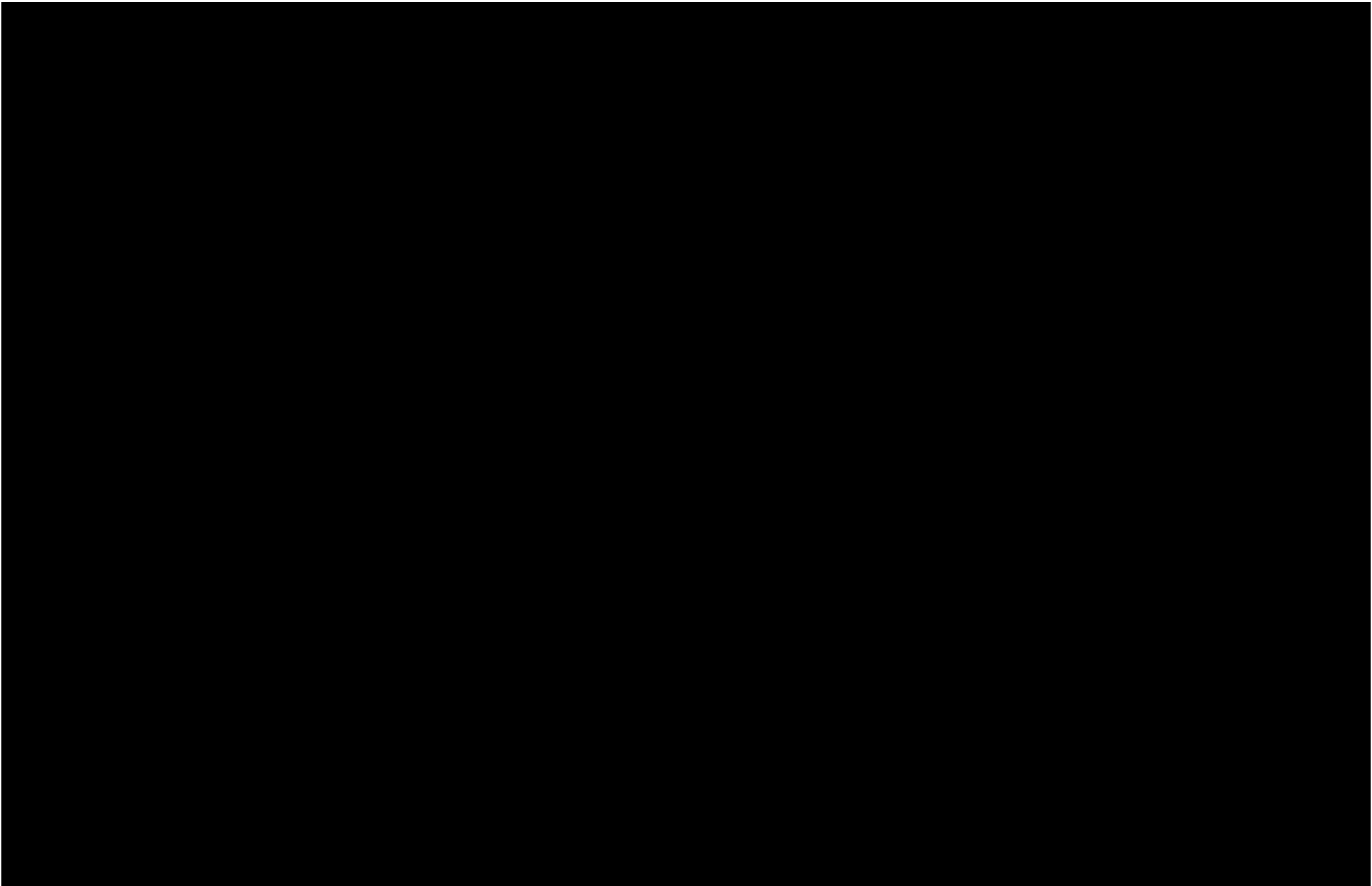
SCHEDULE 8

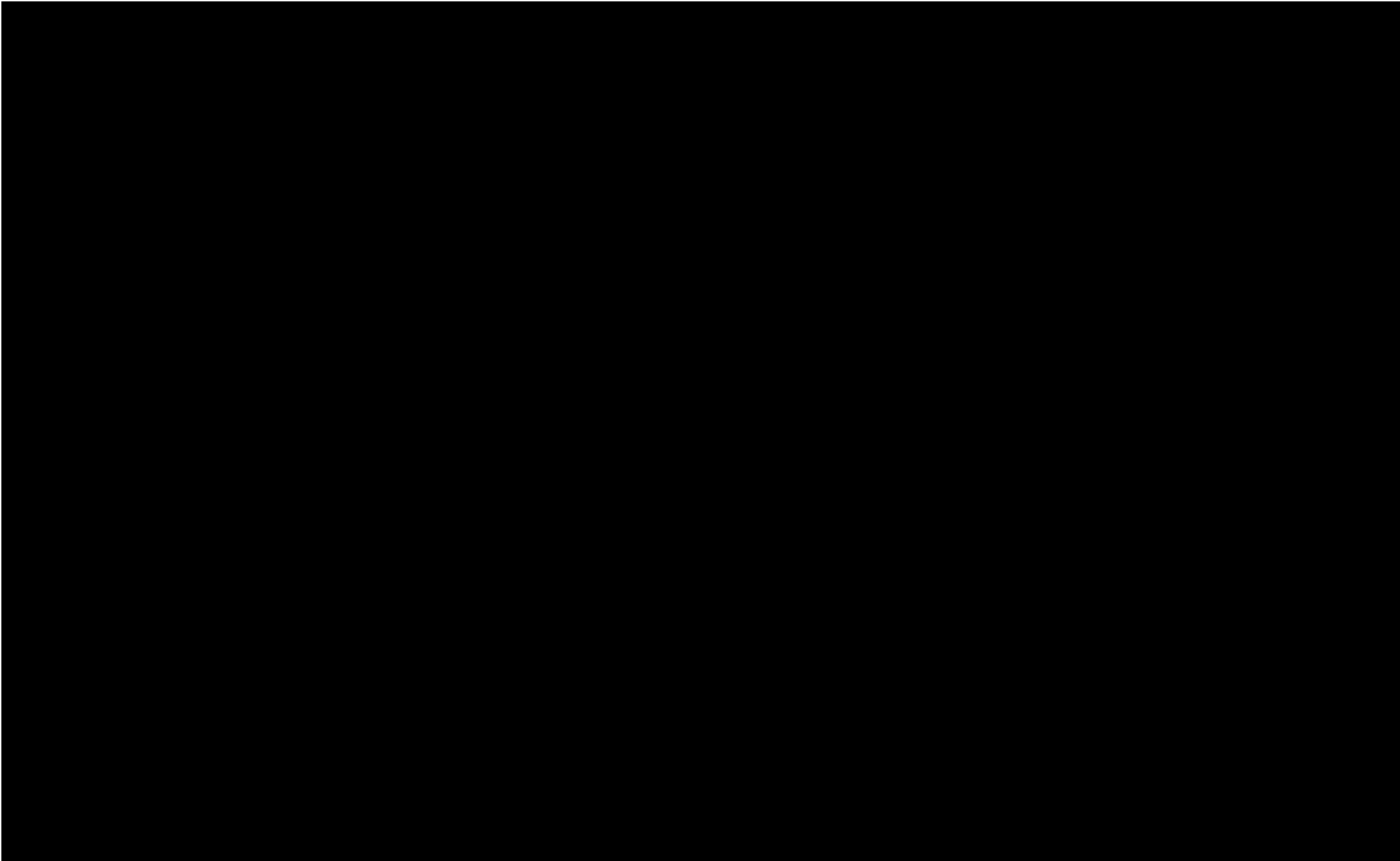
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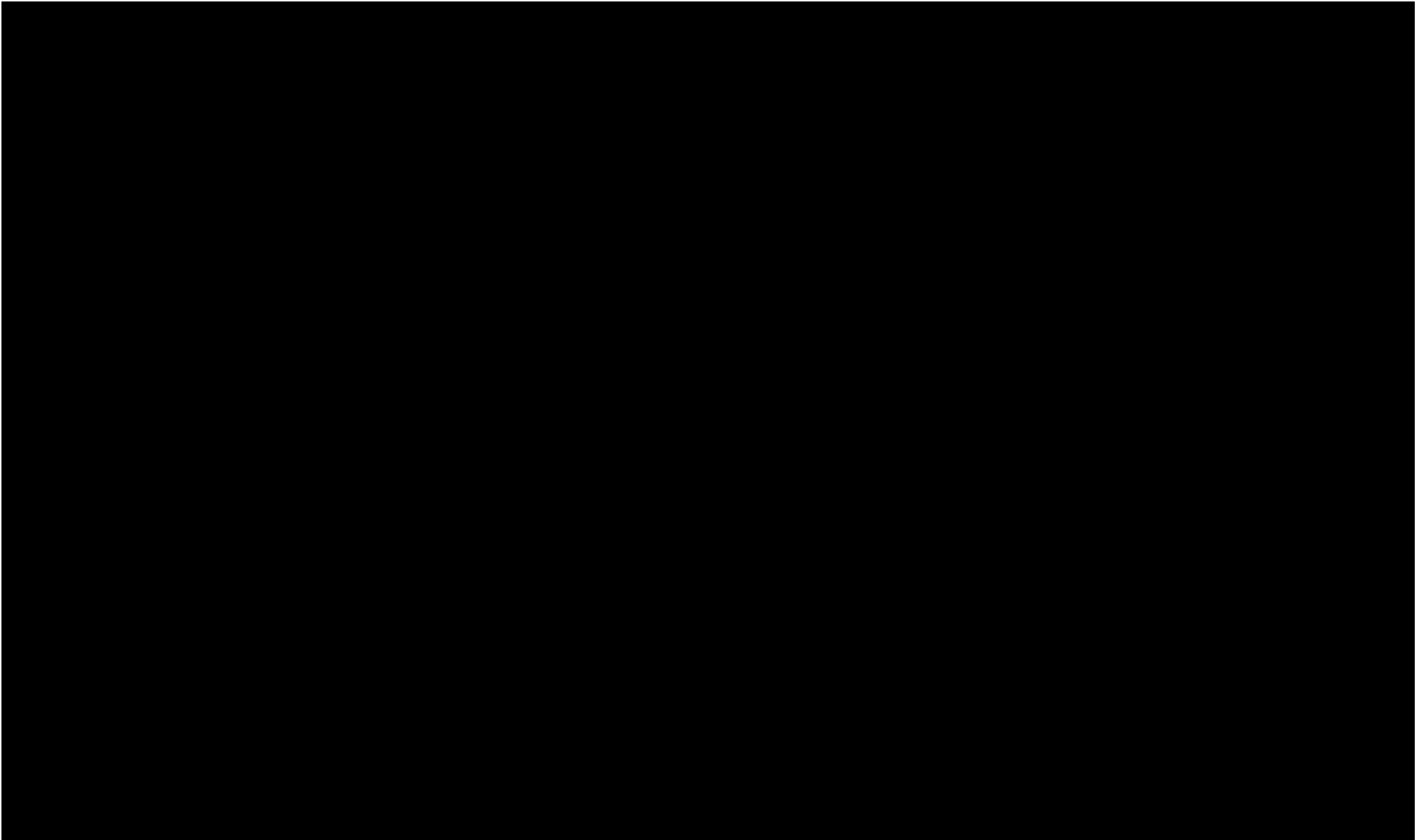


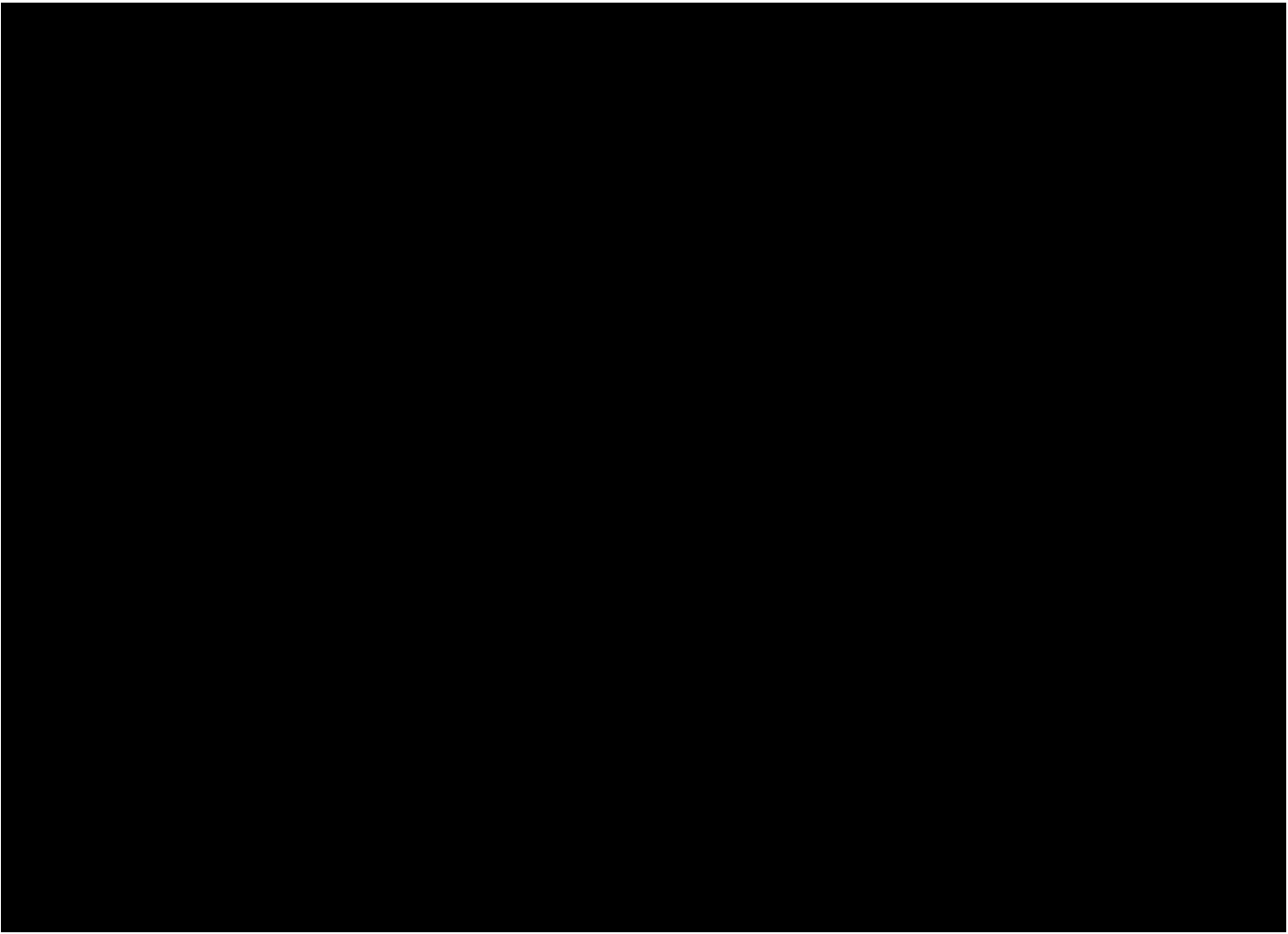


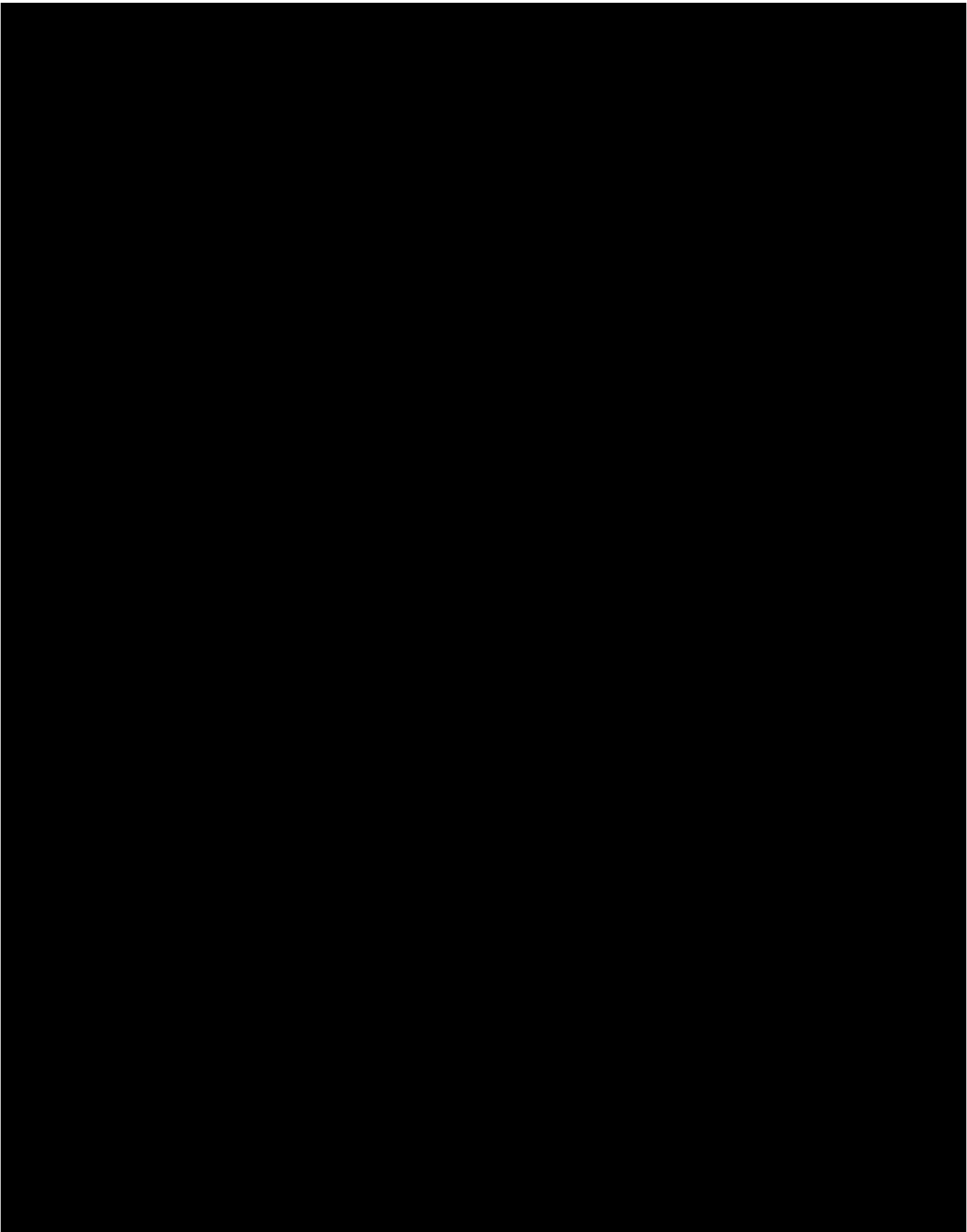


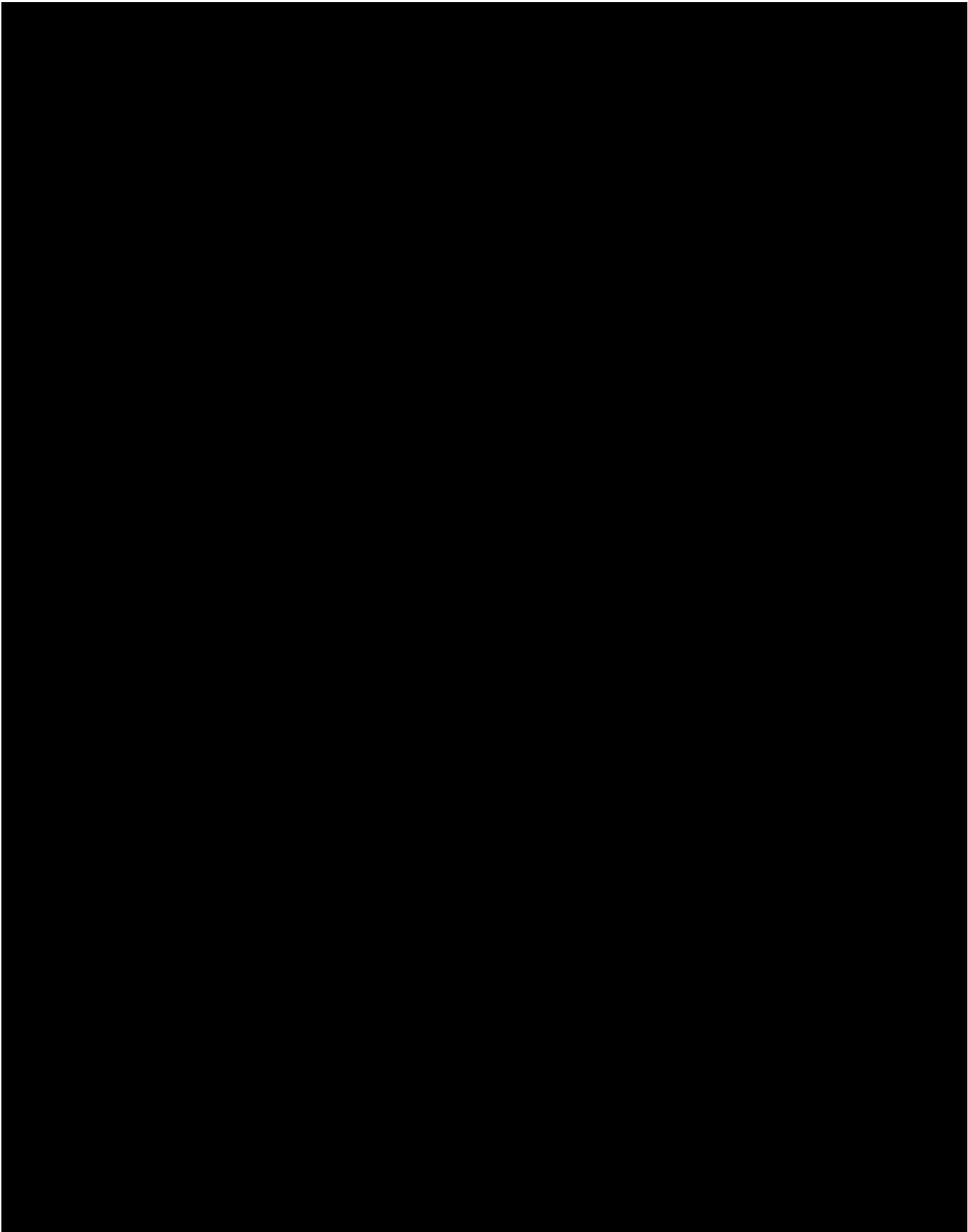


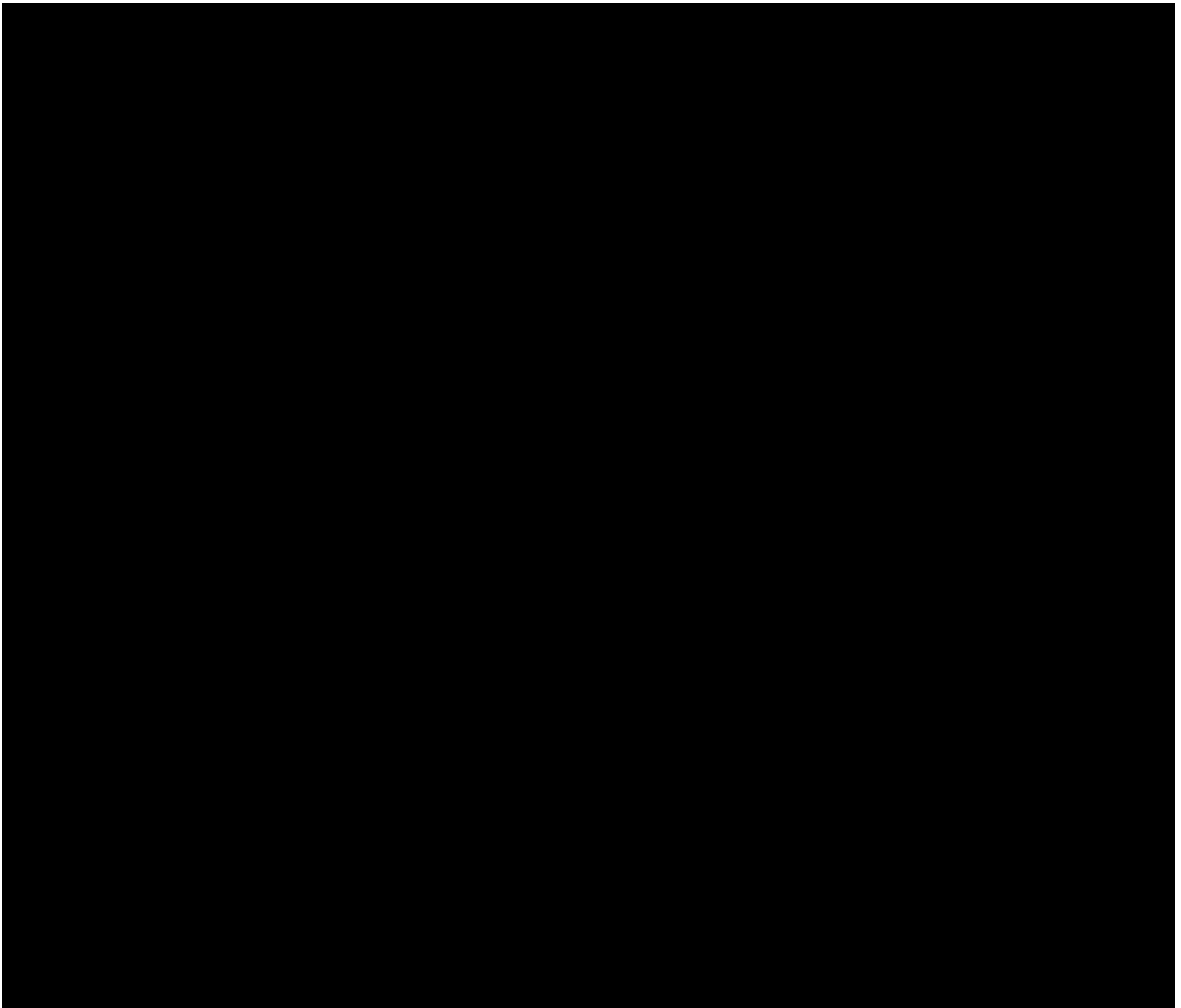


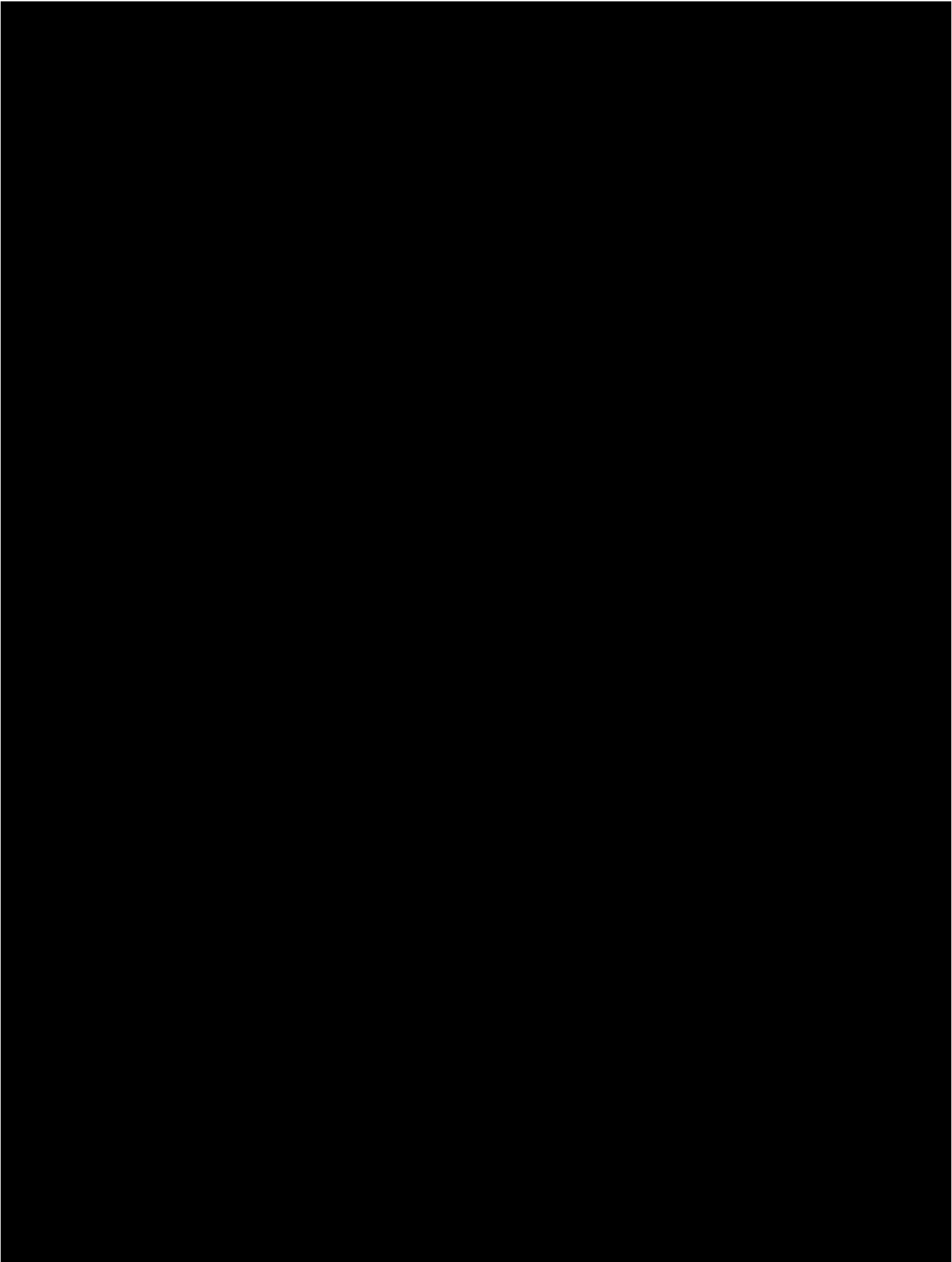


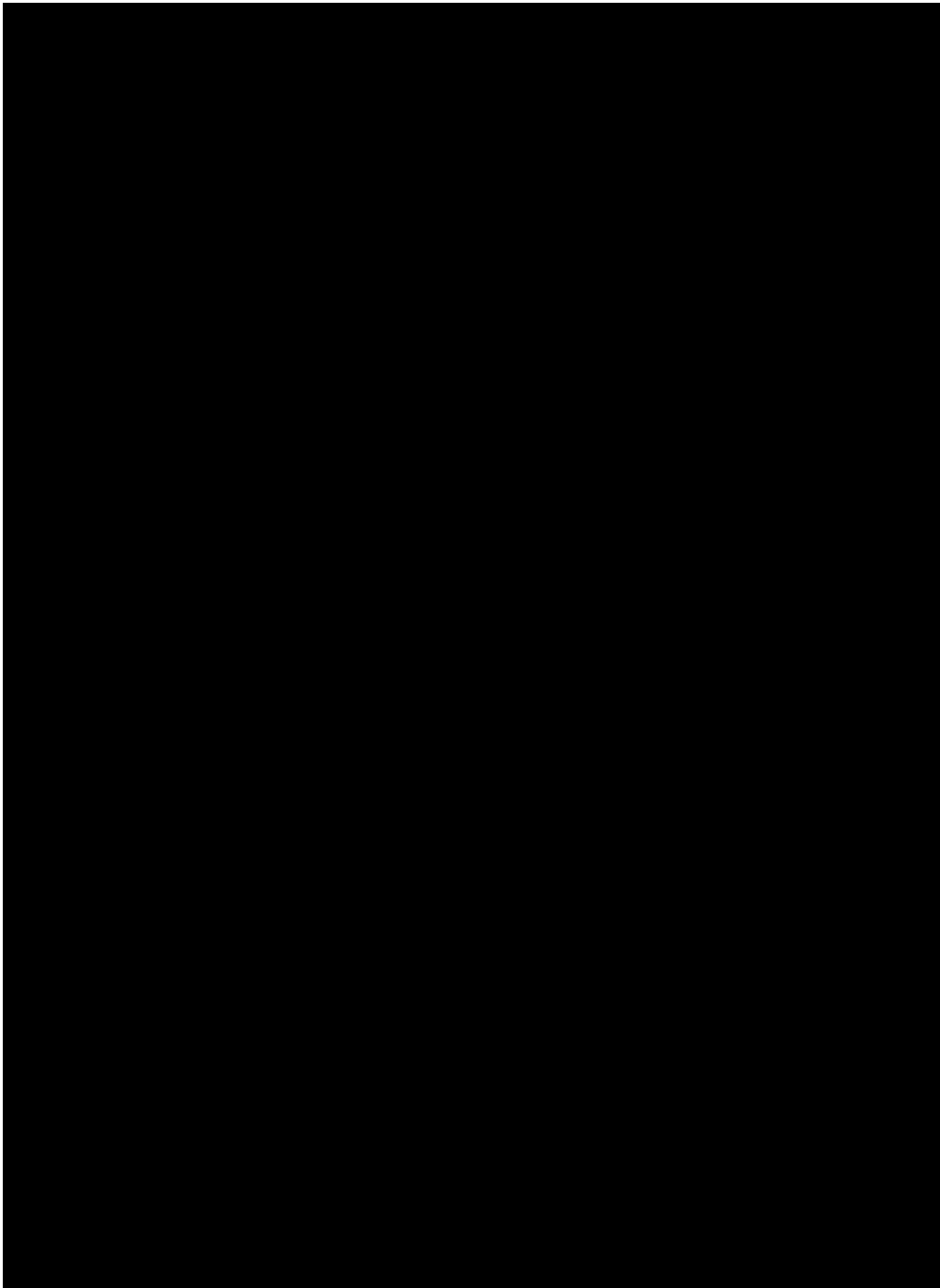


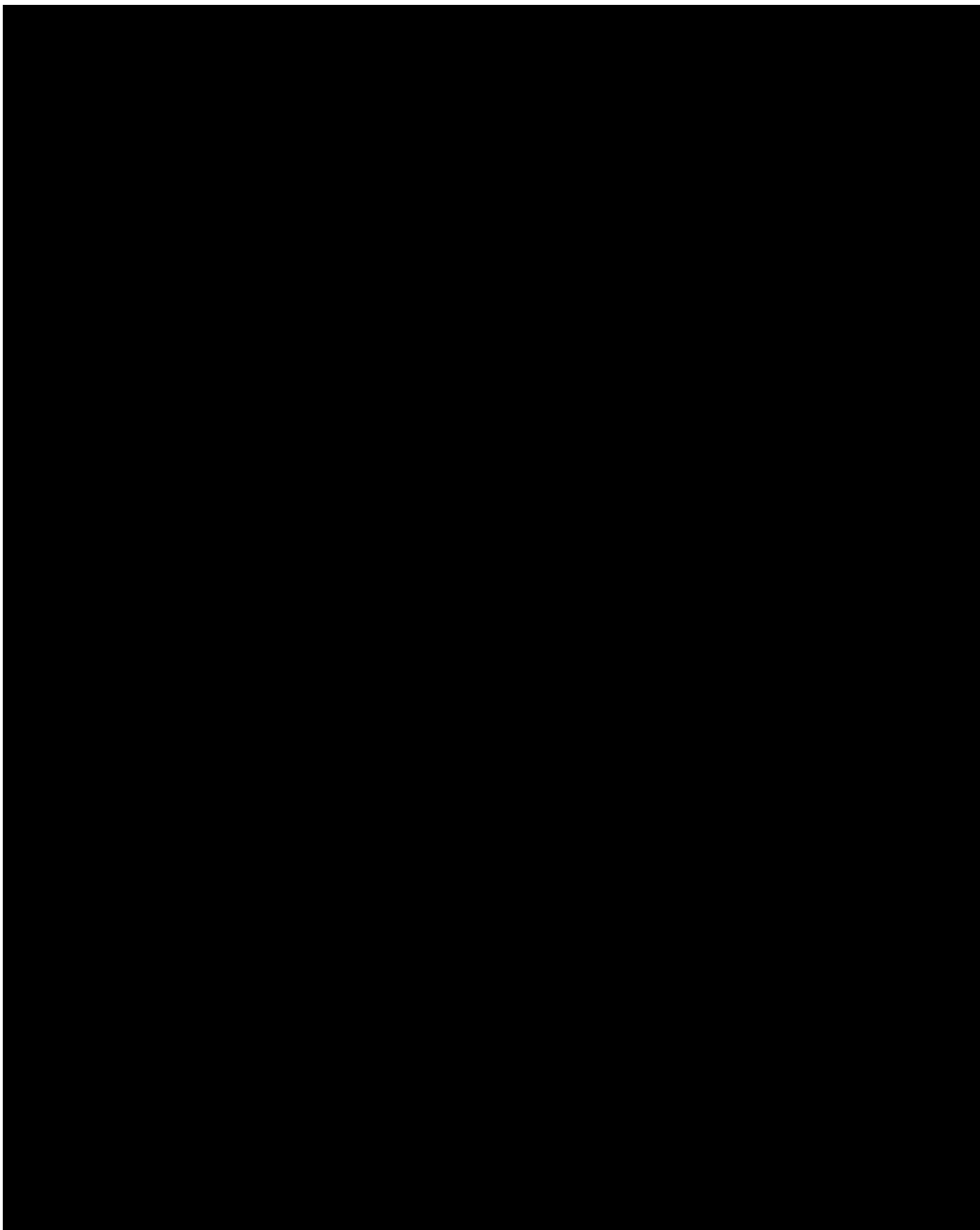


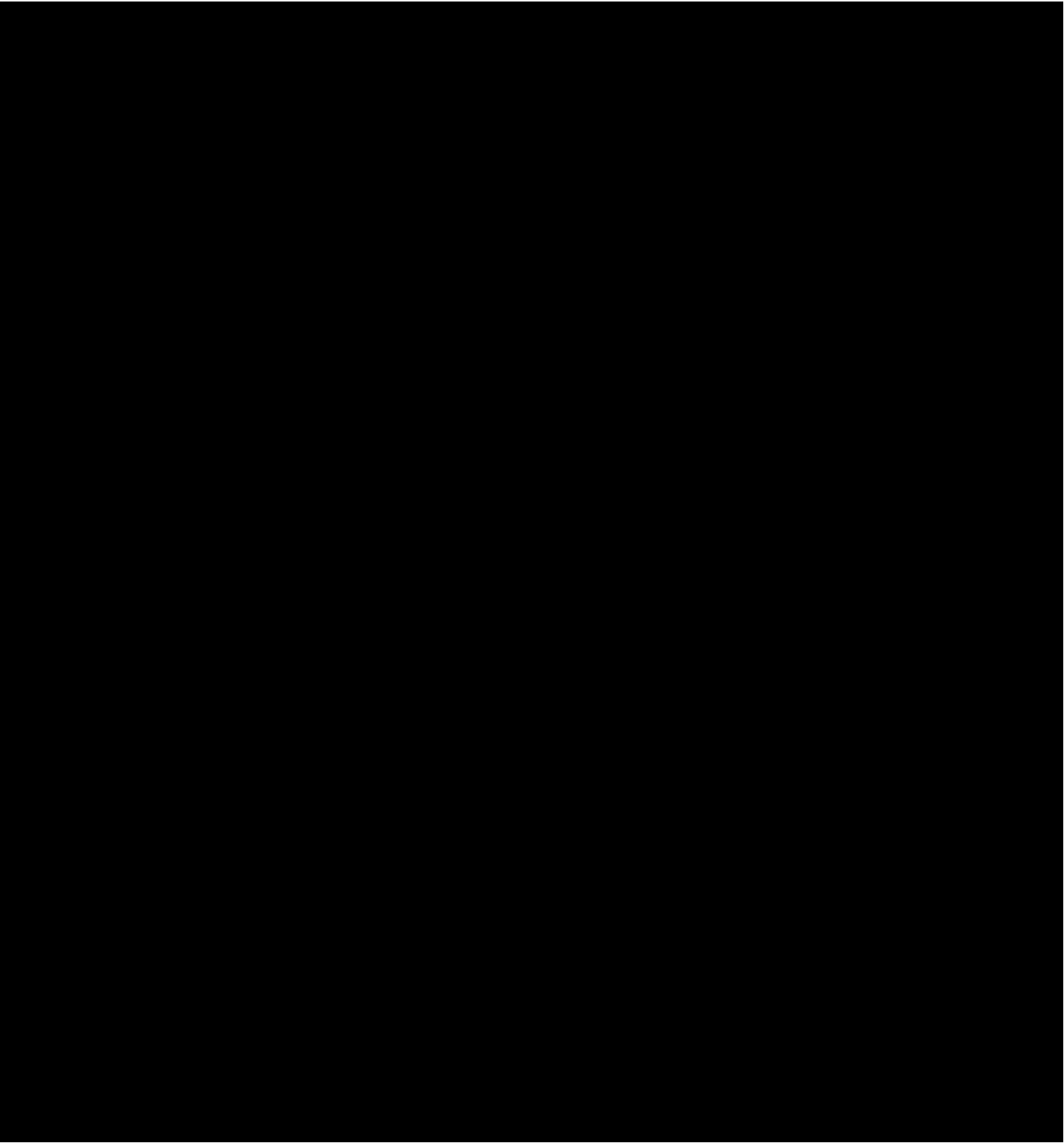


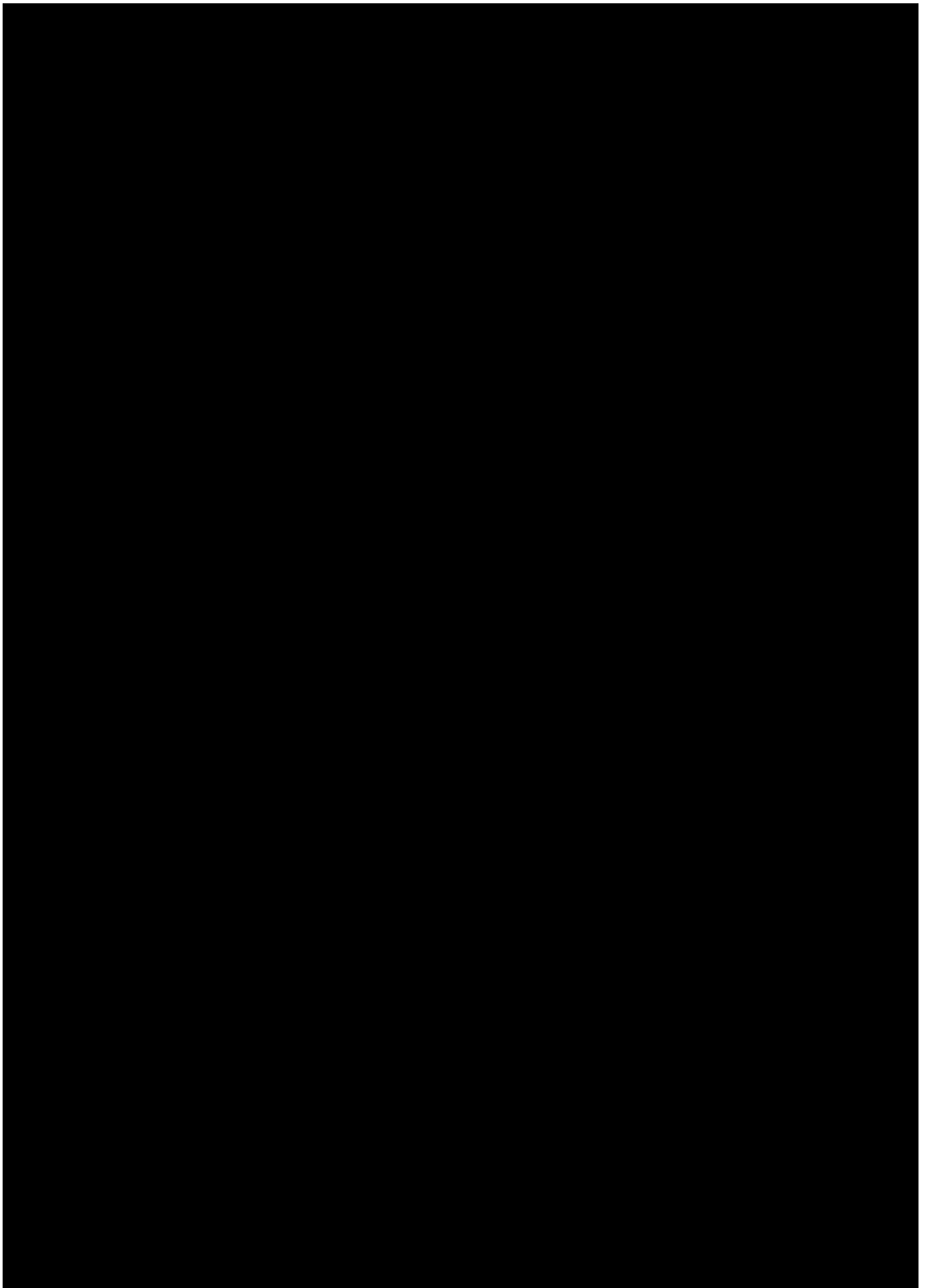


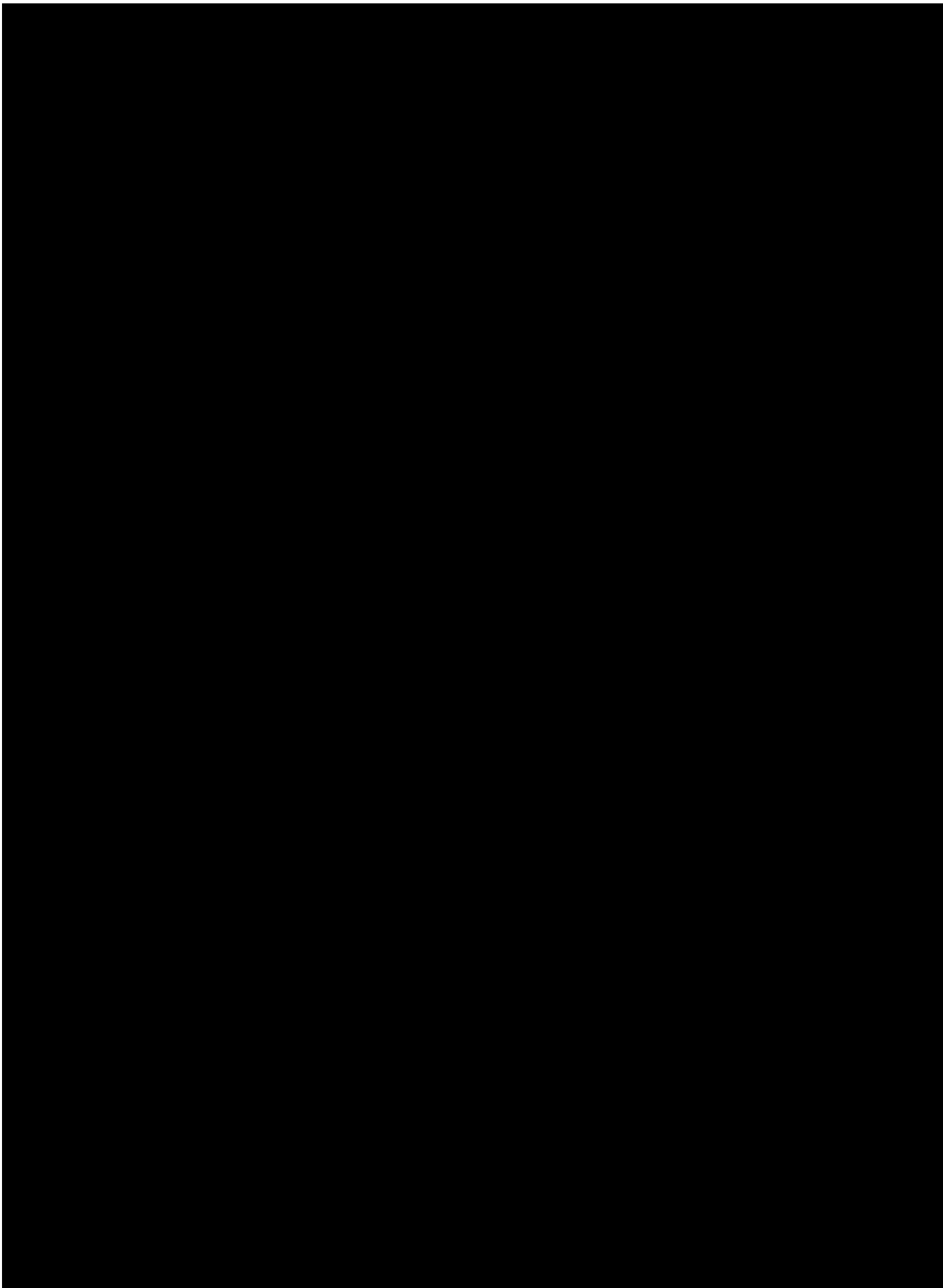












SCHEDULE 9
Form of Parent Company Guarantee and Form of Performance Bond

ANNEX A (NOT USED)

ANNEX B
FORM OF PERFORMANCE BOND

THIS PERFORMANCE BOND is made as a Deed

BETWEEN the following parties whose names and registered office addresses are set out in the Schedule of this Bond (the "Schedule"):-

- (1) The "Contractor" as principal
- (2) The "Guarantor" as guarantor, and
- (3) The "Authority"

WHEREAS

- (A) By a contract for the provision of experts by experience services dated _____ (the "Contract") entered into between the Authority and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Authority to execute Services (the "Services") upon and subject to the terms and conditions therein set out
- (B) The Guarantor has agreed with the Authority at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Performance Bond subject to the limitation set out in clause 2

NOW THIS DEED WITNESSES as follows: -

- 1 The Guarantor guarantees to the Authority that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Performance Bond satisfy and discharge the damages sustained by the Authority as established and ascertained pursuant to and in accordance with the provisions or by reference to the Contract and taking into account all sums due or to become due to the Contractor.
- 2 The maximum aggregate liability of the Guarantor and the Contractor under this Performance Bond shall not exceed the sum set out in the Schedule (the "Bond Amount") but subject to such limitation and to clause 4 the liability of the Guarantor shall be co-extensive with the liability of the Contractor under the Contract.
- 3 The Guarantor shall not be discharged or released by an alteration of any of the terms, conditions and provisions of the Contract or in the extent or nature of the Services and no allowance of time by the Authority under or in respect of the Contract or the Services shall in any way release reduce or affect the liability of the Guarantor under this Performance Bond.
- 4 Whether or not this Performance Bond shall be returned to the Guarantor the obligations of the Guarantor under this Performance Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon the Guarantor before Expiry.
- 5 The Contractor having requested the execution of this Performance Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Authority or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.
- 6 This Performance Bond and the benefits thereof shall not be assigned without the prior written consent of the Guarantor and the Contractor.
- 7 For the avoidance of doubt a person who is not a party to this Deed will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

8 This Performance Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

THE SCHEDULE

The Contractor: [] whose registered office address is at
[]

The Guarantor: [] whose registered office address is at
[]

The Authority: **THE CARE QUALITY COMMISSION** whose address is at
151 Buckingham Palace Road, London SW1W 9SZ.

The Contract: A contract dated the [] day of
[] between the Authority
and the Contractor for the provision of experts by
experience services for the contract sum of
[] pounds (£)

The Bond Amount: The sum of [] pounds sterling (£)
Expiry: The expiration of the Contract which shall be conclusive
for the purposes of this Guarantee Bond.

IN WITNESS whereof the Contractor and the Guarantor have executed and delivered this Performance Bond as a
Deed this day of

EXECUTED AND DELIVERED as a Deed by the
CONTRACTOR :

Director

Director/Secretary

EXECUTED AND DELIVERED as a Deed by the
GUARANTOR :

Director

Director/Secretary

THE COMMON SEAL OF THE CARE QUALITY COMMISSION

was hereunto
affixed in the presence of:

Authorised Signatory

SCHEDULE 10

TUPE Provisions

1. Commencement

- 1.1 The Contractor undertakes that, to the extent that TUPE and/or the Directive applies (or is alleged to apply), if at all, upon the commencement of the Contract, or at a later date upon the commencement of the provision of the Services to the Authority pursuant to the Contract, to transfer to the Contractor (or any of its Sub-Contractors) the contracts of employment of any persons employed or engaged by any Existing Supplier (**Transfer**), the Contractor shall and (shall procure that its Sub-Contractors shall) comply, in all respects, with its (or their) obligations pursuant to TUPE and/or the Directive and shall indemnify and keep indemnified the Authority against all and any Losses incurred by the Authority in connection with any Transfer provided that such Losses have not arisen as a result of any act or omission of the Existing Supplier or any of its Sub-Contractors.
- 1.2 The Contractor acknowledges that the Authority has made no assurances as to the application of TUPE and/or the Directive. The Contractor agrees that the Price shall not be varied on the grounds that TUPE and/or the Directive applies to the commencement of the Contract or the commencement of the provision of the Services to the Authority.
- 1.3 The Authority does not accept any responsibility for and gives no warranty in respect of the accuracy of any information relating to any persons employed or engaged by any Existing Supplier, that has been supplied to the Contractor by the Authority and/or any Existing Supplier or any other third party including, without limitation and for the avoidance of doubt, any Employee Liability Information.

2. Tender Information

- 2.1 Not later than 8 months prior to the end of the Contract Period or in the event that the Contract is terminated pursuant to clause H3 (Non-Default Termination), not later than 8 months prior to the end of the Contract Period, the Contractor shall fully and accurately disclose to the Authority the Tender Information, subject to compliance with the DPA.
- 2.2 The Contractor shall provide to the Authority, in writing, details of any changes to the Tender Information (including any changes which will have effect after the Service Transfer Date) as soon as reasonably practicable and, in any event, within 7 days of the Contractor becoming aware of such changes.
- 2.3 Each time the Contractor supplies information to the Authority pursuant to paragraphs 2.1 or 2.2, the Contractor shall warrant that the Tender Information and changes to it are complete and accurate in all material respects and the Authority may assign the benefit of this warranty to any Replacement Contractor.
- 2.4 The Contractor acknowledges and agrees that the Authority shall be entitled to provide the Tender Information and details of any changes to such Tender Information, to any Replacement Contractor, in connection with any re-tendering of all or part of the Services, subject to first having obtained from the Replacement Contractor reasonable confidentiality undertakings in respect of the Tender Information.

- 2.5 The Contractor undertakes to indemnify and hold harmless the Authority (for itself and on behalf of and Replacement Contractor) against any Losses which the Authority, the Crown or any Replacement Contractor incurs and which are attributable to:

- a. The provision of incomplete or inaccurate Tender Information under paragraphs 2.1 or 2.2; and/or
- b. The failure by the Contractor to inform the Authority of any material change to the Tender Information in accordance with paragraph 2.2.

3. Exit Period

- 3.1 The Contractor undertakes to the Authority that, during the 8 months prior to the end of the Contract Period or in the event that the Contract is terminated pursuant to clause H3 (Non-Default Termination), in the 8 months prior to the end of the Contract Period, the Contractor shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed).

- a. amend or vary (or purport, propose or promise to amend or vary) the terms and conditions of employment or engagement (including for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Contractor and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- b. terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- c. transfer, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal:
 - (i) was planned as part of the individual's career development;
 - (ii) takes place in the normal course of business; and
 - (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided that such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- d. recruit or bring in any new or additional individuals to provide the Services who were not already wholly or mainly assigned to the provision of the Services prior to the relevant period save for fulfilling assignments and projects previously scheduled and agreed with the Authority.

4. Exit – Application of TUPE

- 4.1 If as a consequence of the expiry or termination (for whatever reason) of all or part of the Contract, or a Service Transfer, the Services or part thereof are carried out by the Authority and/or a Replacement Contractor, the parties acknowledge and agree that TUPE and/or the Directive may apply (although the position shall be determined in accordance with the law at the relevant time). If and to the extent that TUPE and/or the Directive applies, the provisions in paragraphs 4.2 to 4.7 below shall apply.
- 4.2. The contracts of employment (other than in respect of any occupational pension scheme to the extent that such rights are excluded from transfer by TUPE and/or the Directive) of the Transferring Employees (other than a Transferring Employee who opts not to transfer under regulation 4(7) of TUPE) shall have effect from and after the Service Transfer Date as if originally made between each such Transferring Employee and the Authority or Replacement Contractor.

- 4.3 The Contractor shall promptly notify the Authority of any notice of voluntary resignation, or objection under regulation 4(7) of TUPE, received from any Transferring Employee prior to the Service Transfer Date.
- 4.4 The Contractor shall (and shall procure that its Sub-Contractors shall) perform and discharge all of its (or their) obligations (whether statutory, regulatory, contractual or otherwise) relating to, payable or accruing in respect of, the Transferring Employees up to the Service Transfer Date, including without limitation, wages, bonuses, commission, pension, holiday pay, costs, expenses, payments of PAYE, tax, social security and national insurance contributions.
- 4.5 Within seven (7) days of the Service Transfer Date, the Contractor shall subject to compliance with the DPA deliver or make available to the Authority copies of all payroll, tax, PAYE and national insurance records; original terms and conditions of employment; collective agreements; employee handbook and policies and procedures and any other documents or records reasonably requested by the Authority or Replacement Contractor which are relevant to the Transferring Employees.
- 4.6 If, as a consequence of the expiry or termination (for whatever reason) of all or part of the Contract, or a Service Transfer, any employee or former employee of the Contractor or any Sub-Contractor other than a Transferring Employee claims that by virtue of TUPE and/or the Directive their contract of employment has effect or is alleged to have effect as if originally made between the Authority or a Replacement Contractor and that person:
- a. Either party shall upon becoming aware of such effect or allegation notify the other within 7 (seven) days after becoming aware of such effect or allegation (**Notification Date**);
 - b. The Contractor or any Sub-Contractor may, no later than 1 month after the Notification Date and at their sole discretion, negotiate to re-engage each such person and should such offer of re-engagement be accepted by such person the Authority or Replacement Contractor shall immediately release such person from their employment to enable them to take up the offer.
 - c. In the event that an offer from the Contractor or Sub-Contractor is not forthcoming or accepted by such person, the Authority or Replacement Contractor may, no later than 3 months after the Notification Date terminate the employment of such person with immediate effect;
 - d. Subject to the Authority or Replacement Contractor having complied with their obligations under this paragraph 4.6 the Contractor shall indemnify and keep indemnified the Authority and/or Replacement Contractor from and against all Losses arising in connection with the employment and termination of employment of such person or persons.
- 4.7 The Contractor shall indemnify and keep indemnified the Authority (for itself and any Replacement Contractor) against all Losses incurred by any of them or the Crown in connection with or as a result of:
- a. Its failure to perform or discharge its obligations under paragraphs 4.4 and 4.5;
 - b. Any claim or demand by any Transferring Employee or any other employee or former employee of the Contractor or any Sub-Contractor (whether in contract, tort, under statute, pursuant to EU law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Transferring Employee or such other person in the period up to and including the Service Transfer Date;
 - c. Any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 and/or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Contractor to comply with its duties under regulations 13 and/or 14 of TUPE;

- d. Any claim (including any individual employee entitlement under or consequent upon such claim) by any trade union or other body or person representing any Transferring Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
 - e. Any matter, act fault or omission, which occurred before the Service Transfer Date for which the Contractor and/or any Sub-Contractor, is or would have been liable but for the transfer of any liability for that matter, act, fault or omission to the Authority or any Replacement Contractor pursuant to TUPE or as a result of the parties entering into the Contract.
- 4.8 The Authority shall indemnify and keep indemnified the Contractor (for itself and any Sub-Contractor) against all Losses incurred by it in connection with or as a result of:
- a. Any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Transferring Employee in the period after the Service Transfer Date;
 - b. Any failure by the Authority or any Replacement Contractor to comply with its obligations under regulations 13 and/or 14 of TUPE save where such failure arises from the failure of the Contractor or any Sub-Contractor to comply with its duties under regulations 13 and/or 14 of TUPE.
 - c. Any claim by any Transferring Employee made against the Contractor or any Sub-Contractor arising out of any proposal by the Authority or any Replacement Contractor prior to or following the Service Transfer Date to make a substantial change to the working conditions of any Transferring Employee to their detriment or as a result of the Authority or any Replacement Contractor's identity as the Transferring Employee's new employer amounting to a substantial change and to their detriment in contravention of regulation 4(9) of TUPE.

SCHEDULE 11

Form of Statement of Works

1. REQUIREMENTS

(1.1) Services required including any key personnel:

(1.2) Commencement Date:

(1.3) End Date:

(1.4) Key Personnel of the Contractor

(1.5) Quality/Technical/Performance Standards

(1.6) Location(s) at which Services are to be provided:

2. PRICE AND PAYMENTS

(2.1) The Price excluding VAT, payment profile and method of BACS)) []/[Set out in Annex B of Schedule 3 of the Contract.

[Guidance: Insert details of the Price, payment profile and method of payment. This should not be different from the Pricing Matrix set out in Annex B of Schedule 3 of the Contract]

(2.2) Invoicing and Payment

The Contractor shall issue invoices monthly in arrears.

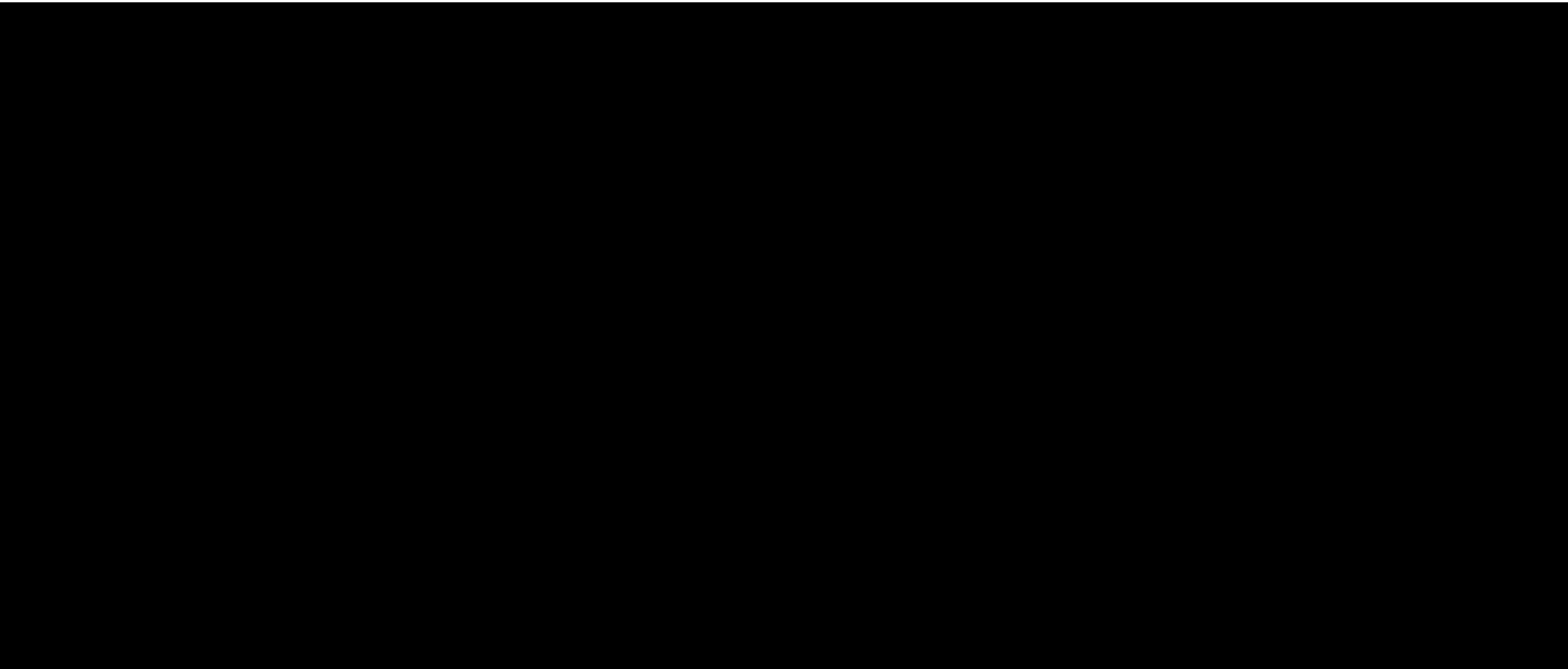
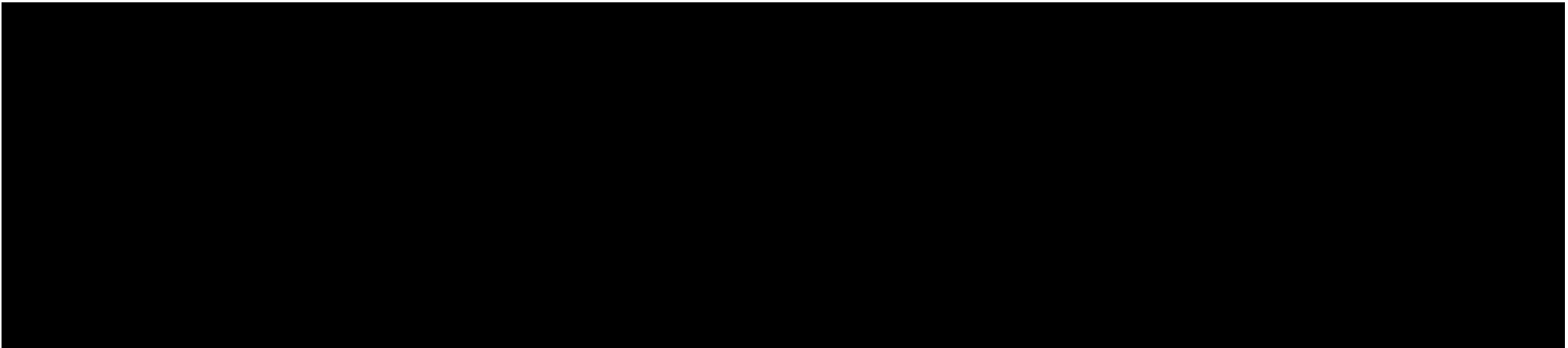
[Guidance: if known, specify any additional supporting information which the Contractor should provide with the invoice].

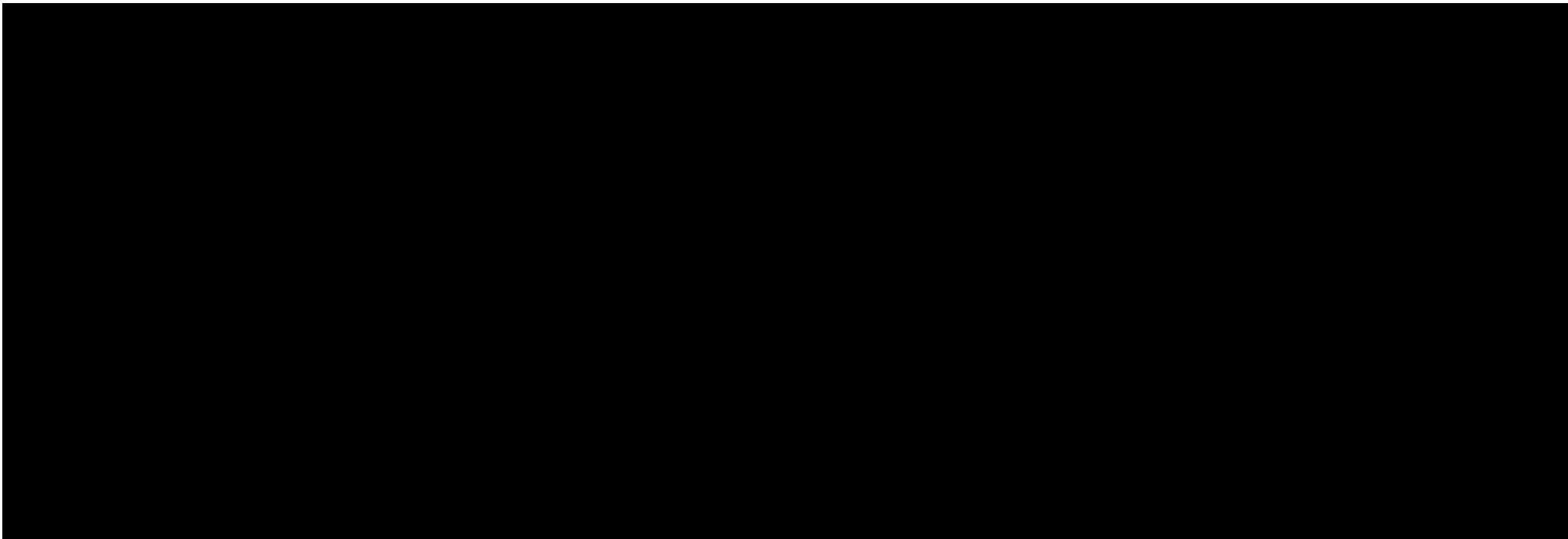
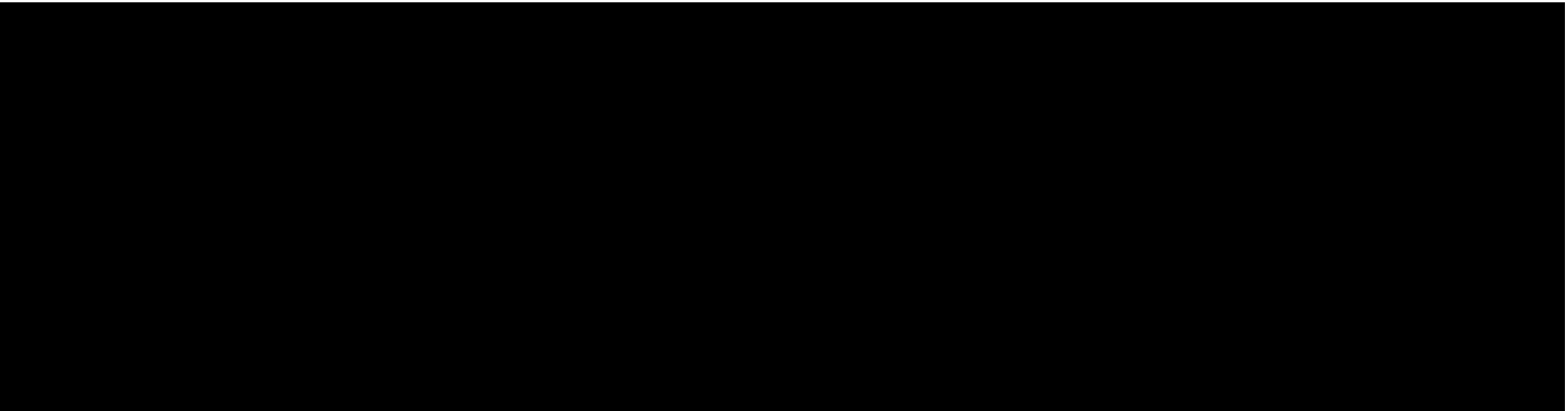
3. Methodology

SCHEDULE 12

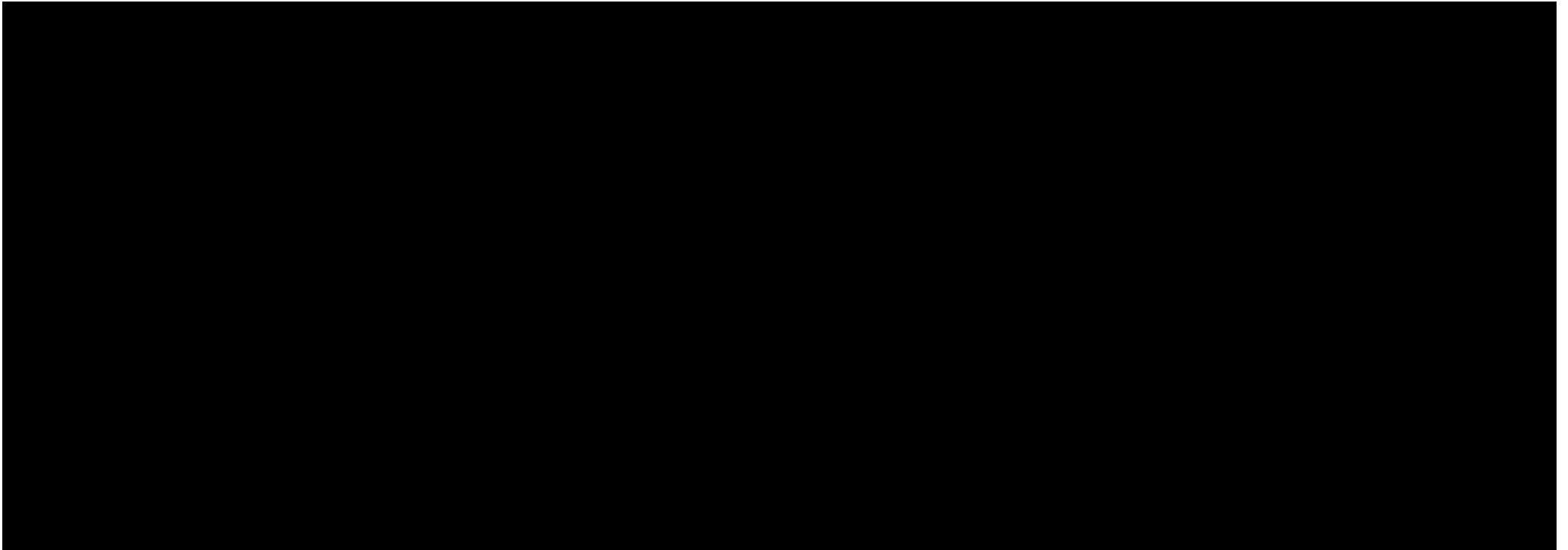
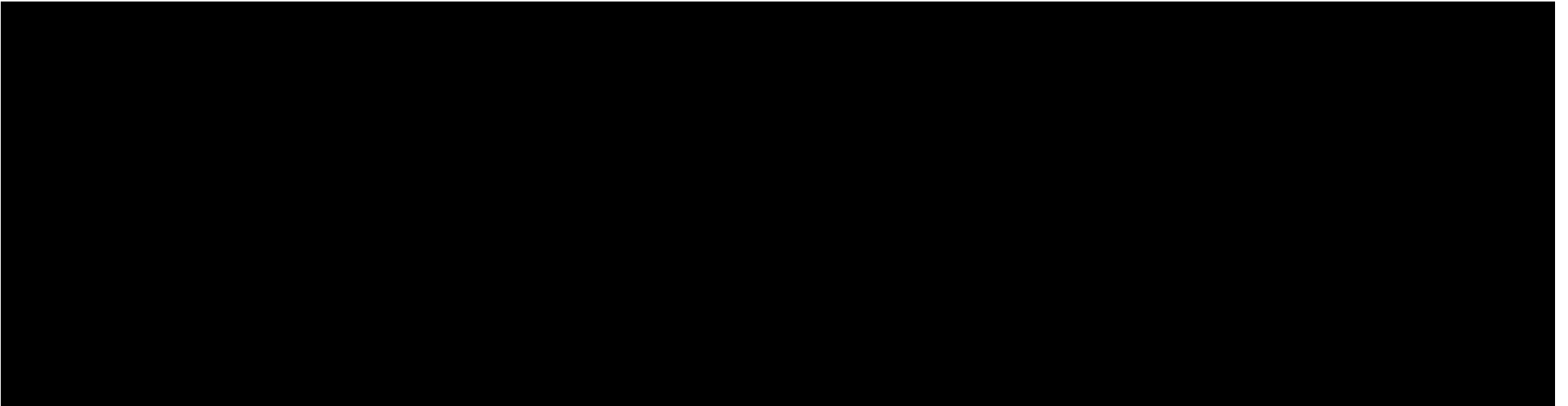
Mobilisation Plan

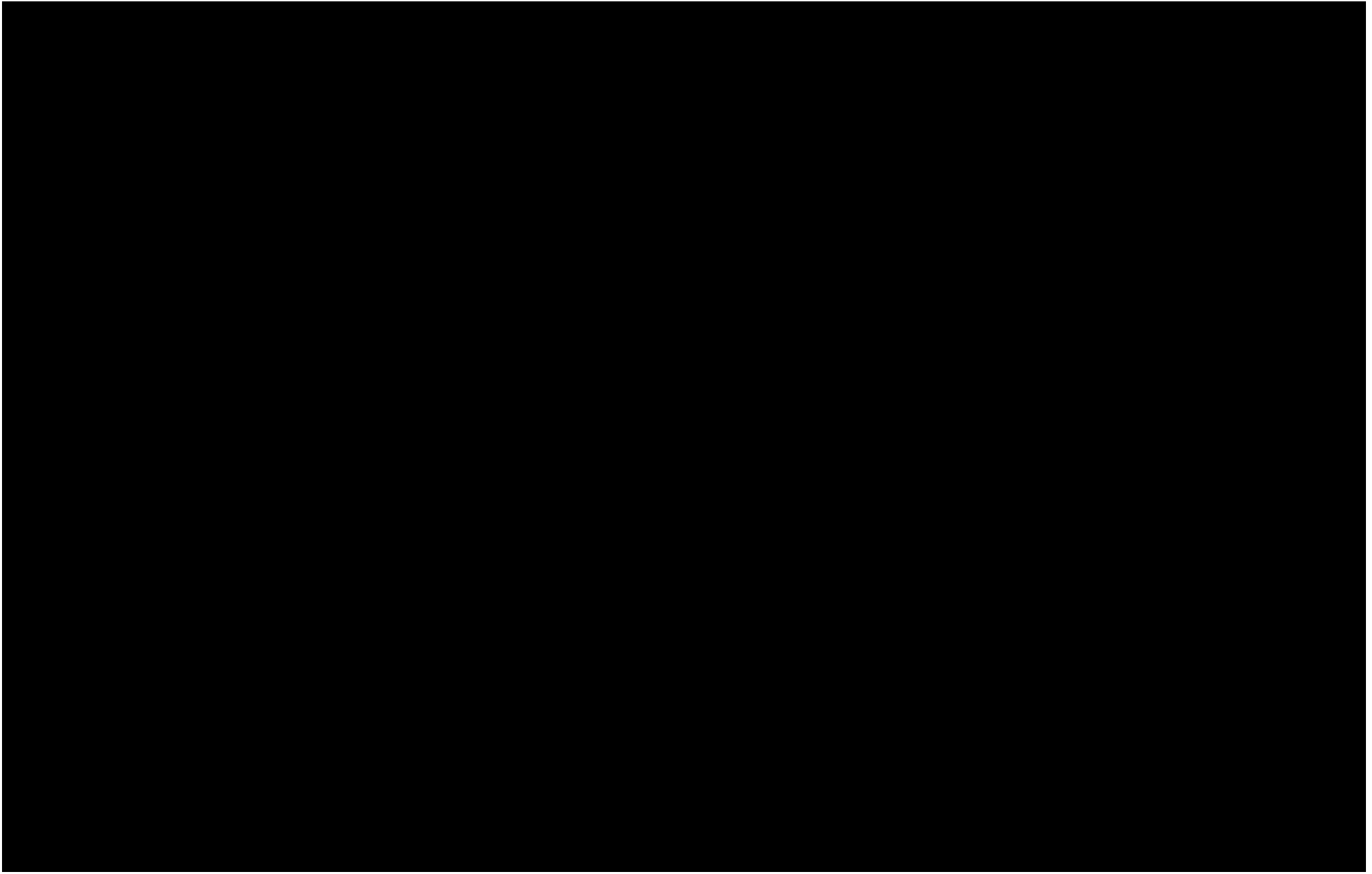


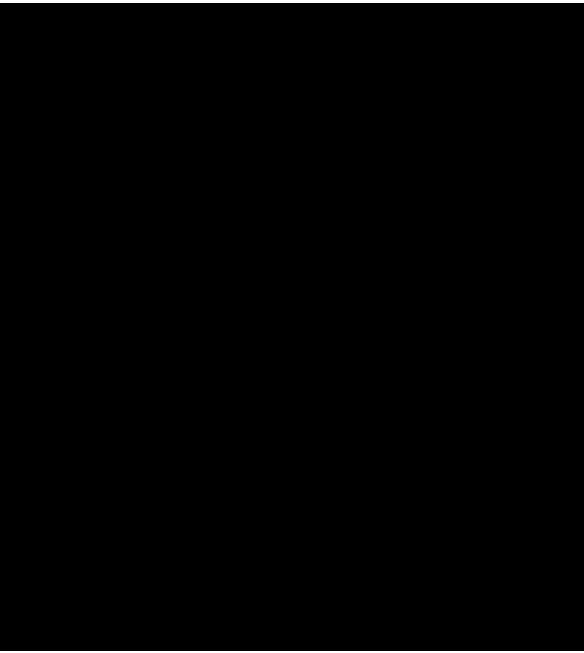
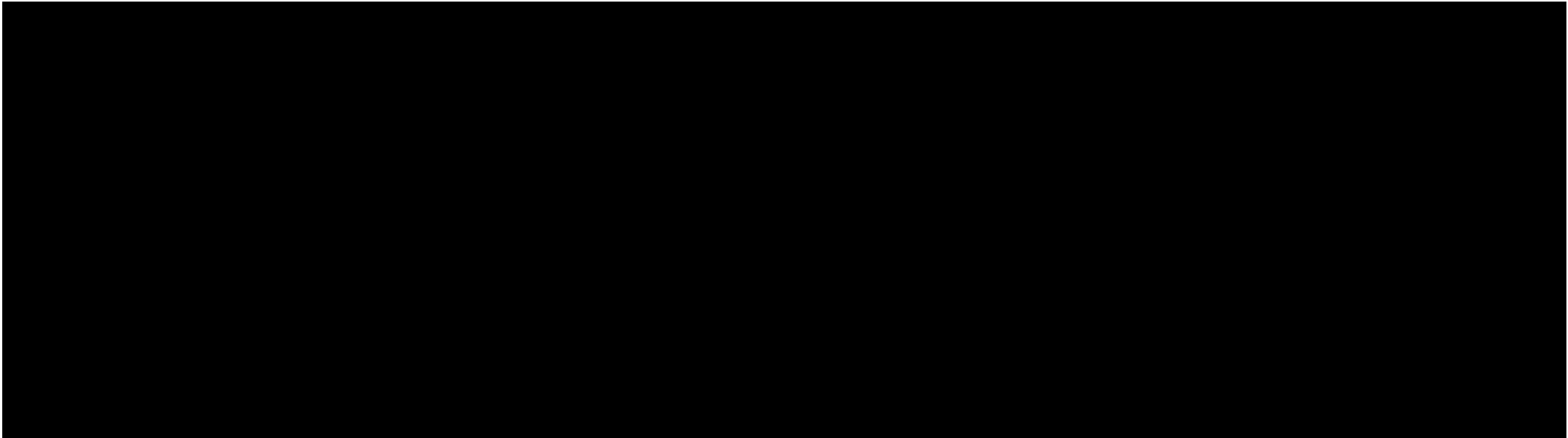






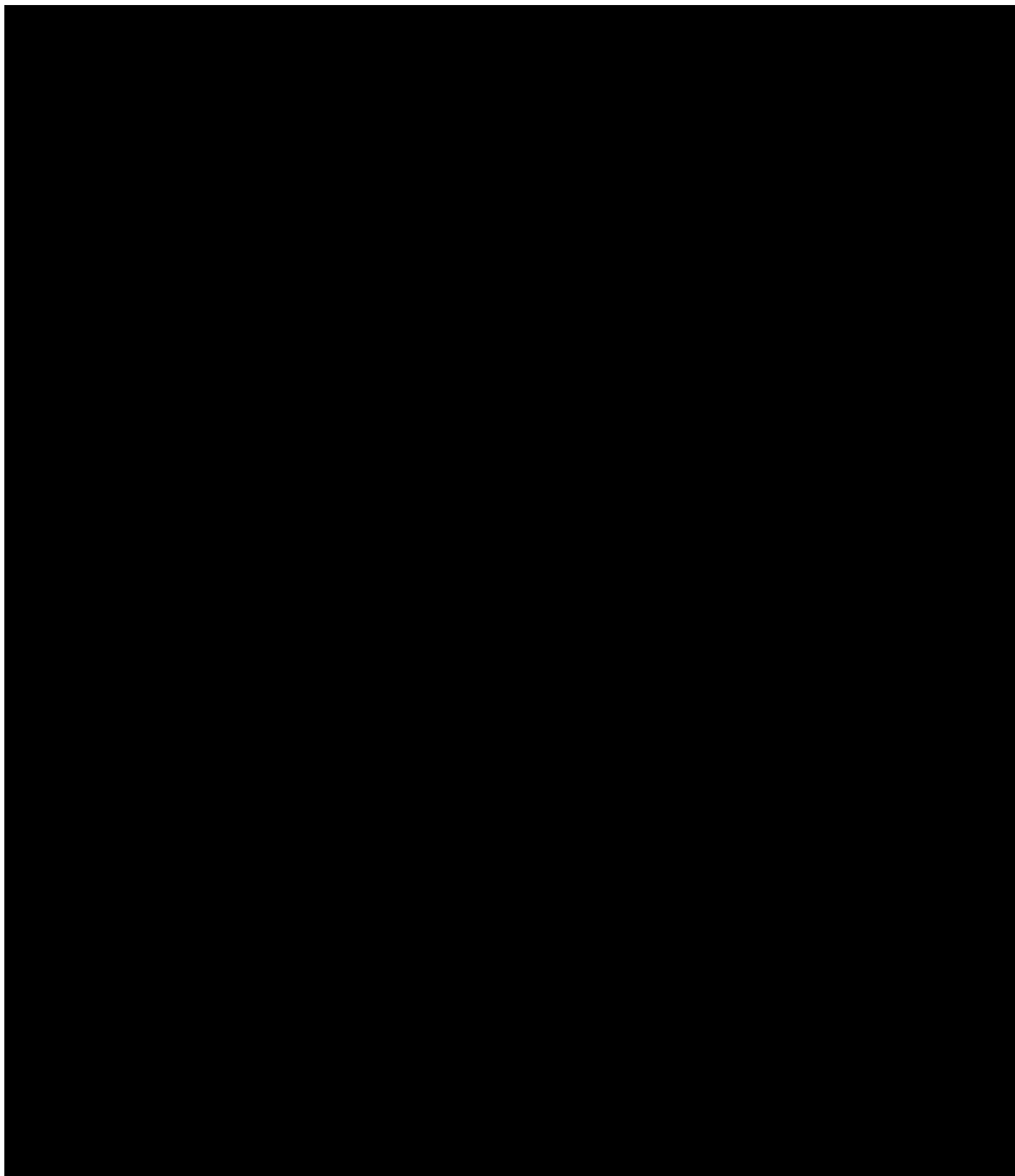


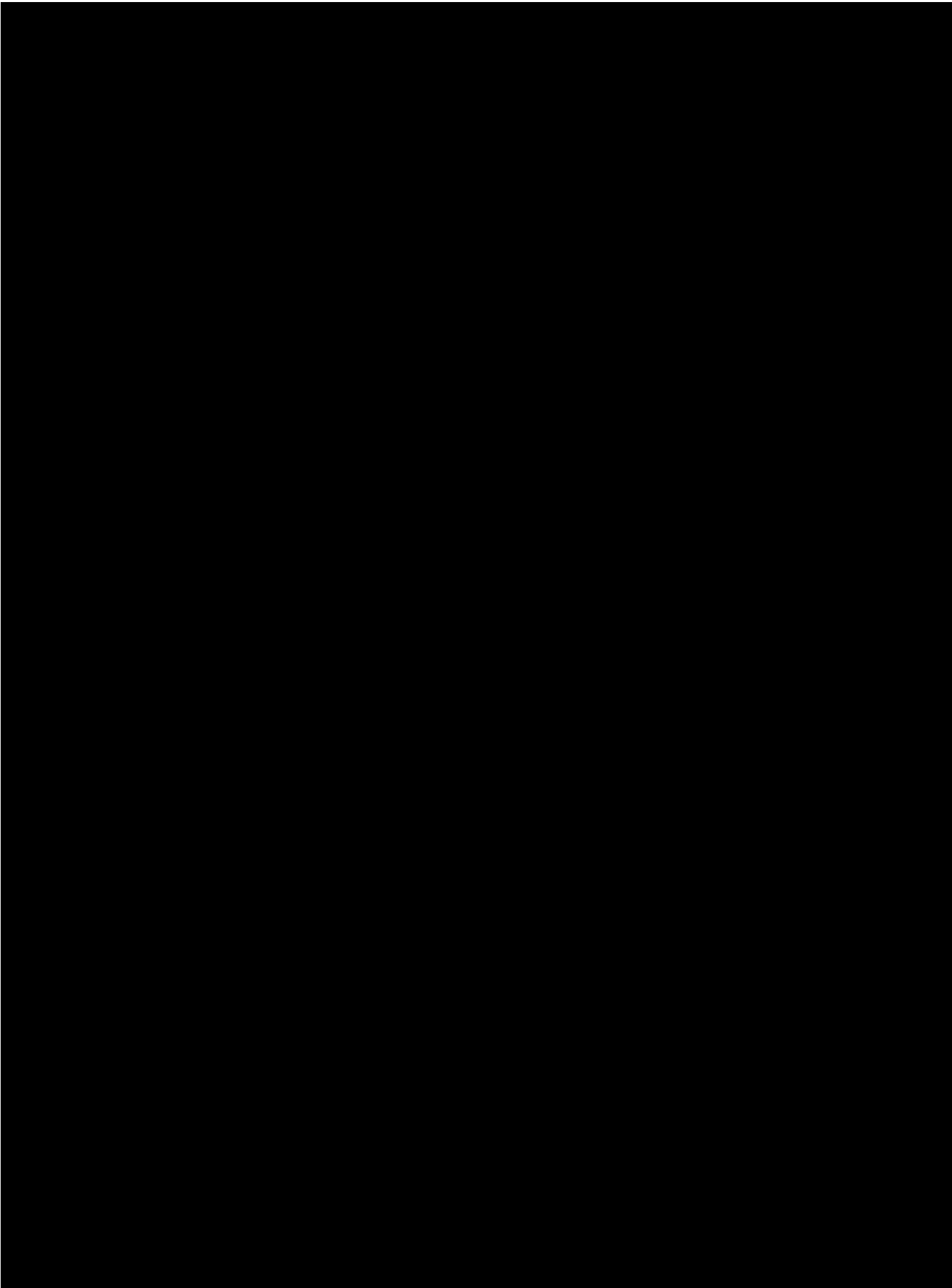


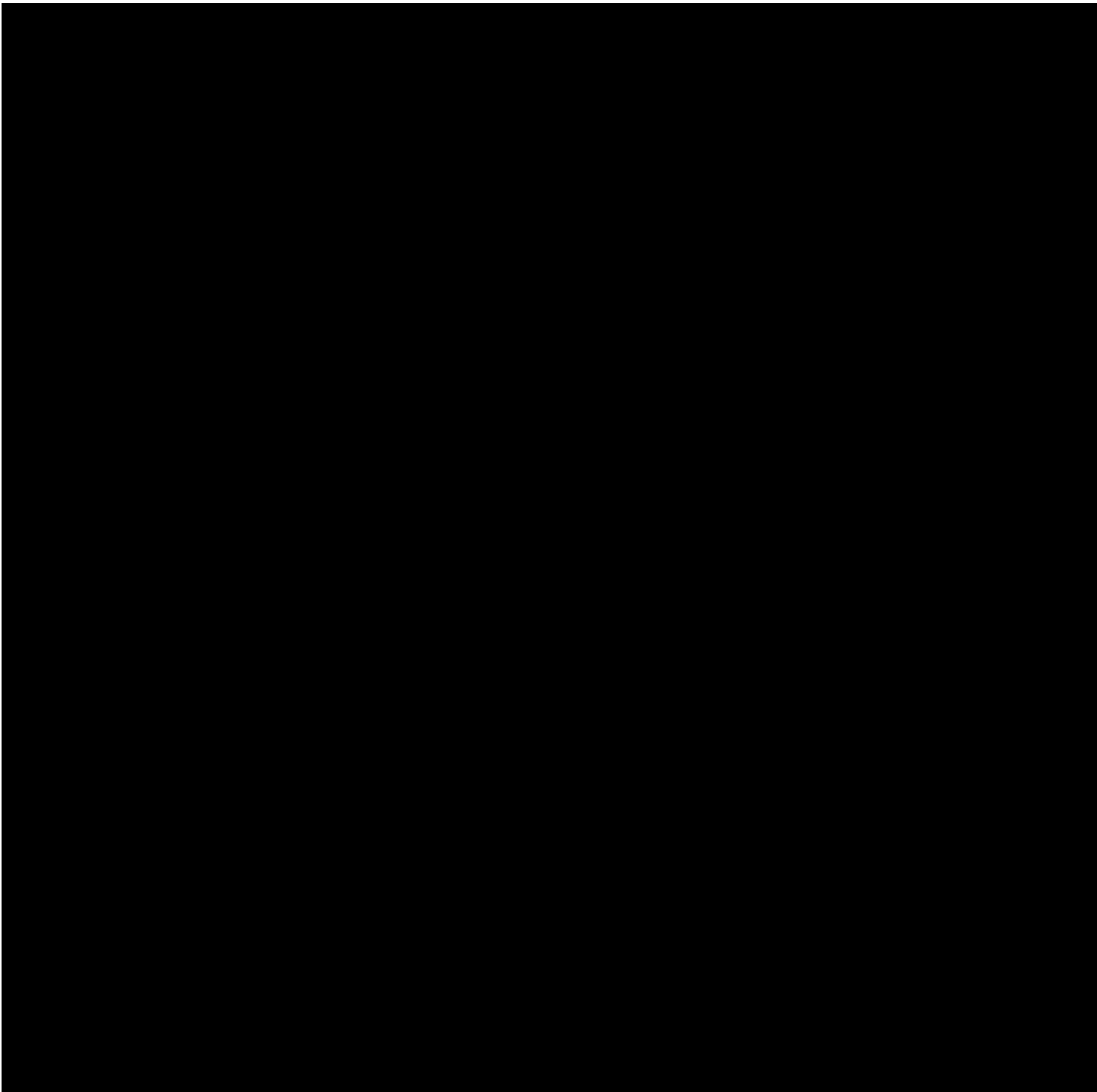


SCHEDULE 13

Contractor's Risk Assessment Policy







SCHEDULE 14

Processing, Personal Data and Data Subject

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule 14.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E2.1
Subject matter of the processing	Experts by Experience
Duration of the processing	01/04/2020 – 31/03/2023
Nature and purposes of the processing	<p>The personal data being processed by the contractor is for the purpose of carrying out the terms of the Experts by Experience (ExE) Contract.</p> <p>ExE are employed by the Contractor to assist the Authority on inspections by speaking to people who use services, their family carers, relatives and friends and gathering their views and experiences of care.</p> <p>The ExE methodology stipulates that ExE should not identify named individuals in the information they pass to inspectors either in the form of hand-written notes or typed reports.</p>
Type of personal data	<p>Information about people's care which is shared with the ExE during any discussions with individuals listed in the categories of data subject.</p> <p>For Domiciliary Care inspections ExE make phone calls to people who use services and are given their names and telephone numbers by inspectors. Inspectors are required to password protect this personal data before it is sent to the ExE.</p> <p>For site visits, ExE are given the location of the service only.</p>

Categories of Data Subject	People who use health and social care services; family carers, friends and relatives of people who use health and social care services; staff who work in health and social care services; Experts by Experience; employees of the Contractor; employees of the Authority.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The methodology states that ExE will destroy all notes and contact details relating to the inspection when the final inspection report is published, or after six weeks of the inspection event, unless otherwise requested by the inspector in relation to enforcement activity. Where this is the case the inspector will require the ExE to securely send them their contemporaneous notes, in which case the destruction of the data becomes the responsibility of the inspector.

SCHEDULE 14A

Joint Controller Agreement

For the purposes of this Joint Controller Agreement ("Schedule 14A") which is a schedule to the Contract ("the written agreement between the Authority and the Contractor") the parties shall be identified as follows:

- (1) Care Quality Commission of 151 Buckingham Palace Road, London, SW1W 9SZ (Data Discloser); and
- (2) Choice Support with (Company number 8971493) whose registered address is One Hermitage Court, Hermitage Lane, Maidstone, Kent ME16 9NT (Data Discloser).
- (3) Care Quality Commission of 151 Buckingham Palace Road, London, SW1W 9SZ (Data Receiver); and
- (4) Choice Support with (Company number 8971493) whose registered address is One Hermitage Court, Hermitage Lane, Maidstone, Kent ME16 9NT (Data Receiver).

BACKGROUND

- A. This Schedule 14A sets out the framework for the sharing of Personal Data as between the parties as Joint Controllers. It defines the principles and procedures that the parties shall adhere to and the responsibilities owe to each other as Joint Controllers.
- B. The Data Discloser agrees to share the Shared Personal Data (Annex 1 of this Schedule 14A) with the Data Receiver in the European Economic Area on the terms set out in this Schedule 14A.
- C. The Data Receiver agrees to use the Shared Personal Data within the European Economic Area on the terms set out in this Schedule 14A.

OVERRIDING PROVISIONS

- A. In the event of any inconsistency the order of precedence of documentation shall be as follows (in descending order of precedence):
 1. the main body of the Contract;
 2. the Statement of Requirements - Schedule 1;
 3. any other Schedule to the Contract (excluding the Tender); and
 4. the Tender.
- B. The parties acknowledge and accept that the order of prevailing provisions as set out in paragraph A of this section.

1. PURPOSES

- 1.1 The parties consider this data sharing initiative necessary for the following purposes:
 - (a) to enable the Contractor to provide the Experts by Experience who can provide the Services; and assist

- (b) the Authority to carry out inspections which will benefit users of services, their families, carers, relatives and friends.
- 1.2 The parties agree to only process the data contained in Annex 1 (“Shared Personal Data”) of this Schedule 14A for the purposes contained in paragraph 1 of this Schedule 14A. The parties shall not process the Shared Personal Data in manner which is incompatible with the purposes described in paragraph 1.
- 1.3 Each party shall appoint a single point of contact (“SPoC”) who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points for each parties are:

(a)

(b)

2. COMPLIANCE WITH DATA PROTECTION LEGISLATION

- 2.1 Each Party must ensure compliance with the Data Protection Legislation at all times during the Contract Period of the Contract including having valid registration and paid such fees as are required by Information Commissioner’s Office.

3. SHARED PERSONA DATA

- 3.1 The Shared Persona Data contained within Annex1 of this Schedule 14A will be shared between the parties during the Contract Period of the Contract.
- 3.2 The following types of special categories of Personal Data can be shared between the Parties during the Contract Period of Contract:
 - (a) Racial or ethnic origin;
 - (b) Religious or philosophical beliefs;
 - (c) Genetic or biometric data used to uniquely identify a natural person; and
 - (d) Data concerning a natural person’s physical or mental health or condition.
- 3.3 Further detail on the Shared Personal Data as described in **paragraph 3.1** and **3.2** is set out in **Annex 1** of this Schedule 14A together with any access and processing restrictions as agreed and established by the parties.
- 3.4 The Shared Personal Data must not be irrelevant or excessive with regard to the agreed purpose contained in paragraph 1.

4. LAWFUL, FAIR AND TRANSPARENT PROCESSING

- 4.1 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with **paragraph 4.2** during the Contract Period of the Contract.
- 4.2 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.
- 4.3 The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the data subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal Data, the legal basis for such purposes and such other information as is required by Article 13 of the GDPR including:

- (i) if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer; and
- (ii) Shared Personal Data will not be transferred outside the EEA pursuant to paragraph 8 of this Agreement, without the agreement of either party and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the data subject to understand the purpose and risks of such transfer.

4.4 The Data Receiver undertakes to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data the legal basis for such purposes and such other information as is required by Article 14 of the GDPR including:

- (i) if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer; and
- (ii) Shared Personal Data will be not transferred outside the EEA pursuant to paragraph 8.2 of this Schedule 14A without the agreement of either party and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the data subject to understand the purpose and risks of such transfer.

5. DATA QUALITY

5.1 The parties have developed a reliable means of converting Shared Personal Data to ensure compatibility with each party's respective datasets and to ensure its accuracy.

5.2 Shared Personal Data must be limited to the Personal Data described in paragraphs 3.1 and 3.2.

6. DATA SUBJECTS' RIGHTS

6.1 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

6.2 The SPoC for each party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The SPoC for each party are detailed in **paragraph 1.3**.

7. DATA RETENTION

7.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the purposes agreed in paragraph 1.

7.2 Notwithstanding 7.1, parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective industries.

7.3 The Data Receiver shall ensure that any Shared Personal Data are returned to the Data Discloser or destroyed in accordance with the agreed Deletion Procedure set out in Schedule 6 of the Contract in the following circumstances:

(a) on termination of the Contract;

(b) on expiry of the Contract Period of the Contract;

(c) once processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for, as set out in paragraph 1.

7.4 Following the deletion of Shared Personal Data in accordance with paragraph 7.3, the Data Receiver shall notify the Data Discloser that the Shared Personal Data in question has been deleted in accordance with

the Deletion Procedure in Schedule 6 to the Contract.

8. TRANSFERS

- 8.1 For the purposes of this clause, transfers of personal data shall mean any sharing of personal data by the Data Receiver with a third party, and shall include, but is not limited to, the following:
- subcontracting the processing of Shared Personal Data; and/or
 - granting a third-party controller access to the Shared Personal Data.
- 8.2 If the Data Receiver appoints a third-party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR and shall remain liable to the Data Discloser for the acts and/or omissions of the processor.
- 8.3 The Data Receiver shall not disclose or transfer Shared Personal Data outside the EEA will be not transferred outside the EEA without the agreement of the Data Discloser and pursuant to the requirements of paragraph 4.4.

9. SECURITY AND TRAINING

- 9.1 The Data Discloser shall only provide the Shared Personal Data to the Data Receiver by using secure methods as agreed and set out in Schedule 6 of the Contract.
- 9.2 The parties undertake to have in place throughout the Contract Period appropriate technical and organisational security measures to:
- (a) prevent:
 - (i) unauthorised or unlawful processing of the Shared Personal Data; and
 - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data;
 - (b) ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the Shared Personal Data to be protected.
- 9.3 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out in Schedule 6 of the Contract.
- 9.4 The level, content and regularity of training referred to in clause 9.3 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

10. PERSONAL DATA BREACHES AND REPORTING PROCEDURES

- 10.1 The parties shall each comply with its obligation to report a Personal Data Breach to the Information Commissioner's Office and (where applicable) data subjects under Article 33 of the GDPR and shall each

inform the other party of any Personal Data Breach irrespective of whether there is a requirement to notify any Information Commissioner's Office or data subject(s).

- 10.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

11. REVIEW AND TERMINATION OF AGREEMENT

- 11.1 No additional Data Receiver shall be part of this data sharing initiative and Schedule 14A without the written consent of every party to this Schedule 14A.
- 11.2 In the event that a party terminates this Schedule 14A or a new Data Receiver joins the agreement in accordance with paragraph 11.1, an amended and updated version of this Schedule 14A will be drafted as soon as practicable and circulated to all other parties.
- 11.3 Parties shall review the effectiveness of this data sharing initiative every 12 months and, on the addition, and removal of a party, having consideration to the aims and purposes set out in paragraphs 1.1 and 1.2. The parties shall continue, amend or terminate this Schedule 14A depending on the outcome of this review.
- 11.4 The review of the effectiveness of the data sharing initiative will involve:
- (a) assessing whether the purposes for which the Shared Personal Data is being processed are still the ones listed in paragraph 1 of this Schedule 14A;
 - (b) assessing whether the Shared Personal Data is still as listed in Annex 1 of this Schedule 14A;
 - (c) assessing whether the legal framework governing data quality, retention, and data subjects' rights are being complied with; and
 - (d) assessing whether personal data breaches involving the Shared Personal Data have been handled in accordance with this Schedule 14A and the applicable legal framework.
- 11.5 Each party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate this Schedule 14A where it considers that the other party is not processing the Shared Personal Data in accordance with this Schedule 14A.

12. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE INFORMATION COMMISSIONER'S OFFICE

- 12.1 In the event of a dispute or claim brought by a data subject or the Information Rights Commissioner's concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
- 12.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Information Commissioner's Office. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 12.3 Each party shall abide by a decision of a competent court or of the Information Commissioner's Office.

13. WARRANTIES

13.1 Each party warrants and undertakes that it will:

- (a) process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations;
- (b) respond without undue delay to enquiries from the Information Commissioner's Office in relation to the Shared Personal Data;
- (c) respond to Subject Access Requests in accordance with the Data Protection Legislation; and
- (d) take all appropriate steps to ensure compliance with the security measures set out in Schedule 6 of the Contract.

13.2 The Data Discloser warrants and undertakes that it is entitled to provide the Shared Personal Data to the Data Receiver and it will ensure that the Shared Personal Data are accurate.

13.3 The Data Receiver warrants and undertakes that it will not disclose or transfer the Shared Personal Data to a third-party controller located outside the EEA unless it complies with the obligations set out in paragraph 8.3 above.

13.4 Except as expressly stated in this Schedule 14A all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

14. INDEMNITY

14.1 Save for the provisions of clause G1 of the Contract, the Data Discloser and Data Receiver undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Schedule 14A, except to the extent that any such liability is excluded under paragraph 14.2.

14.2 Indemnification hereunder is contingent upon:

- (a) the party(ies) to be indemnified (the indemnified party(ies)) promptly notifying the other party(ies) (the indemnifying party(ies)) of a claim;
- (b) the indemnifying party(ies) will consult with each other in relation to the defence and settlement of any such claim, and
- (c) indemnified party(ies) providing reasonable co-operation and assistance to the indemnifying party(ies) in defence of such claim.

15. ALLOCATION OF COST

Each party shall perform its obligations under this Schedule 14A at its own cost.

16. LIMITATION OF LIABILITY

Save for paragraph 14 of this Schedule 14A, the provisions of clause G1 of the Contract (Liabilities, Indemnity and Insurance) shall apply.

17. THIRD PARTY RIGHTS

17.1 Except as expressly provided in paragraph 6 of this Schedule 14A (Data Subjects Rights) and, a person who is not a party to this Joint Controller Agreement shall not have any rights under the Contracts (Rights of Third

Parties) Act 1999 to enforce any term of this Agreement. [This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

- 17.2 No one other than a party to this Schedule 14A (and the Contract) their successors and permitted assignees, shall have any right to enforce any of its terms.

18. WAIVER

The waiver provisions of this Schedule 14A shall be in accordance with clause F2 of the Contract.

19. Variation

Any variation of this Schedule 14A shall be in accordance with clause F3 of the Contract.

20. SEVERANCE

The severance provisions of this Schedule 14A shall be in accordance with clause F4 of the Contract.

21. CHANGES TO THE APPLICABLE LAW

If during the Contract Period the Data Protection Legislation change in a way that this Schedule 14A is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that the SPoCs will negotiate in good faith to review this Schedule 14A in the light of the new legislation.

22. NOTICES

A notice given under this Schedule 14A is not valid if sent by email. All notices must comply with clause A5 of the Contract.

23. GOVERNING LAW

This Schedule 14A and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Schedule 14A or its subject matter or formation.

Annex 1 – Shared Personal Data of the Joint Controller Agreement

Description	Details
Identities of the parties	Notwithstanding clause E1.1 of the Contract, the parties acknowledge that they are also Joint Controllers for the purposes of Data Protection Legislation in respect of the Shared Personal Data referred to in this Schedule E1.1.
Subject matter of the processing	Experts by Experience
Duration of the processing	01/04/2020 – 31/03/2023
Nature and purposes of the processing	<p>The personal data being processed by the contractor is for the purpose of carrying out the terms of the Experts by Experience (ExE) contract.</p> <p>ExE are employed by the Contractor to assist the Authority on inspections by speaking to people who use services, their family carers, relatives and friends and gathering their views and experiences of care.</p> <p>The Authority also requests ExE take part in co-production and engagement events and ongoing monitoring activities via the Contractor.</p> <p>The Contractor will pass their personal details to the Authority in the form of a Pen Portrait to effect liaison between inspectors and other Authority staff for the purposes of carrying out the above activities. These Pen Portraits will also be uploaded into the Authority's resource management system.</p> <p>Where complaints are raised in relation to the activities of ExE by employees of the Authority, people who use services, service providers or other members of the public, which may include safeguarding issues, the Authority will investigate such matters in partnership with the Contractor, using the minimum amount of personal data necessary.</p>
Shared Personal Data	The personal data being processed by the contractor is for the purpose of carrying out the terms of the Experts by Experience (ExE) contract.

	<p>ExE are employed by the Contractor to assist the Authority on inspections by speaking to people who use services, their family carers, relatives and friends and gathering their views and experiences of care.</p> <p>The Authority also requests ExE take part in co-production and engagement events and ongoing monitoring activities via the Contractor.</p> <p>The Contractor will pass their personal details to the Authority in the form of a Pen Portrait to effect liaison between inspectors and other Authority staff for the purposes of carrying out the above activities. These Pen Portraits will also be uploaded into the Authority's resource management system.</p> <p>Where complaints are raised in relation to the activities of ExE by employees of the Authority, people who use services, service providers or other members of the public, which may include safeguarding issues, the Authority will investigate such matters in partnership with the Contractor, using the minimum amount of personal data necessary.</p>
Categories of Data Subject	<p>To match an ExE to an inspection, the Contractor will compile and refer to a 'Pen Portrait' for each ExE. The Pen Portrait included the name, address, phone number and email address of the ExE; a photograph of the ExE; details of the health and social services the ExE has experience of; and details of any reasonable adjustments that might need to be made.</p> <p>For each inspection, the Contractor will ensure that the ExE and the Inspector exchange telephone numbers and email addresses.</p> <p>People who use health and social care services; family carers, friends and relatives of people who use health and social care services; staff who work in health and social care services; Experts by Experience; employees of the Contractor; employees of the Authority.</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The methodology states that these contact details are not retained by the inspector or other CQC employees after the activity has been completed.</p>

SCHEDULE 15

Anti-Slavery and Human Trafficking Provisions

DEFINITION

“Anti-Slavery and Human Trafficking Laws” means all applicable anti-slavery and human trafficking laws, statutes, regulations, policies and codes from time to time in force including but not limited to the Modern Slavery Act 2015

1. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES

In performing its obligations under the Contract, the Contractor shall:

- (a) comply with all applicable Anti-slavery and Human Trafficking Laws; and
- (b) have and maintain throughout the term of this Contract its own policies and procedures to ensure its compliance; and
- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (d) ensure that each of its Sub-contractors and suppliers shall comply with the Anti-Slavery and Human Trafficking Laws.

2. DUE DILIGENCE

2.1 The Contractor represents and warrants that at the date of this Contract:

- (a) its responses to the Authority’s anti-slavery and human trafficking due diligence questionnaire are complete and accurate; and
- (b) neither the Contractor nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving slavery and human trafficking; and
 - (ii) having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

2.2 The Contractor shall implement due diligence procedures for its subcontractors and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

3. SUBCONTRACTING

3.1 The Contractor shall not Sub-contract its obligations under this Contract without the prior written consent of the Authority.

3.2 In order to help the Authority reach a decision on a proposed Sub-contract, the Contractor shall provide the Authority with a copy of any proposed Sub-contract, together with any other information that the Authority may reasonably require about the proposed Sub-contractor.

3.3 If the Authority agrees that the Contractor may Sub-contract its obligations, the Contractor shall implement an appropriate system of due diligence, audit, and training for its Sub-contractors that is designed to ensure their compliance with the Anti-Slavery and Human Trafficking Laws.

4. REPORTS

4.1 The Contractor shall notify the Authority as soon as it becomes aware of:

- (a)** any breach, or potential breach, of the Anti-Slavery and Human Trafficking Laws; or
- (b)** any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

4.2 The Contractor shall prepare and deliver to the Authority, an annual anti-slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

5. RECORD KEEPING AND AUDITS

The Contractor shall:

- (a)** maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Authority in connection with this Contract; and
- (b)** permit the Authority and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Clause 5(b), to have access to and take copies of the Contractor's records and any other information and to meet with the Contractor's personnel to audit the Contractor's compliance with its obligations under this clause; and
- (c)** implement annual audits of its compliance and its subcontractors' and suppliers' compliance with the Anti-Slavery and Human Trafficking Laws, either directly or through a third-party auditor.

6. TRAINING

6.1 The Contractor shall implement a system of training for its employees, suppliers and subcontractors to ensure compliance with the Anti-Slavery and Human Trafficking Laws.

6.2 The Contractor shall keep a record of all training offered and completed by its employees, suppliers and subcontractors to ensure compliance with the Anti-Slavery and Human Trafficking Laws and shall make a copy of the record available to the Authority on request.

7. INDEMNITY

The Contractor shall indemnify the Authority against any Losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against the Authority as a result of any breach of Anti-Slavery and Human Trafficking Laws.

8. WARRANTIES

The Contractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with Anti-Slavery and Human Trafficking Laws.

9. TERMINATION

The Authority may terminate the Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a breach of the Anti-Slavery and Human Trafficking Laws.